CONSENT AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
April 29, 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being discussed separately unless requested by a Commissioner, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon.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-44270** 2014 - Constable Pct. #3 (1100)

B. **AI-44271** 2014 - Hidalgo County Sheriff's Office (1100)

C. **AI-44206** 2014 - Sheriff's Office Federal Sharing / U.S. Department of Treasury (1228)

D. **AI-44260** 2014 - Insurance (1100)

E. **AI-44240** 2014 - County Judge (1100)

F. **AI-44246** 2014 - BCAP (1200)

G. **AI-44248** 2014 - County Court #8 (1100)

H. **AI-44232** 2014 - District Attorney / Autopsies (1100)

I. **AI-44141** 2014 - Health & Human Services Dept. - PPCPS / BDS (1293)

J. **AI-44145** 2014 - Health & Human Services Dept. / Clinics (1100)

K. **AI-44150** 2014 - Health & Human Services Dept. / MAC (1293)

L. **AI-44098** 2014 - Health & Human Services Dept. / TB Elim (1293)

M. **AI-44279** 2014 - Pct. #1 R&B (1200)

N. **AI-44278** 2014 - Pct. #1 Admin. (1200)

O. **AI-44292** 2014 - Pct. 2 CRC - Alamo (1100)

P. **AI-44291** 2014 - Pct. 2 Road Maintenance (1200)

Q. **AI-44194** 2014 - Pct #3 Rd. Maint. (1200)

R. **AI-44169** 2014 - Pct #3 Sanitation (1100)

S. **AI-44275** 2014 - Pct. #4 CRC (1100)

T. **AI-44276** 2014 - Pct. #4 Rd. Maint. (1200)

U. **AI-43985** 2014 - Pct. #4 Parks (1100)

V. **AI-44085** 2014 - Tax Office (1100)

W. **AI-44109** 2014 - County Court at Law #5 (1100)

X. **AI-44107** 2014 - HIDTA (1252)

Y. **AI-44133** 2014 - WIC (1292)

3. **2014 Interdepartmental transfers:**

A. **AI-44190** Child Protection Court (1100):
Approval of 2014 interdepartmental transfer from County Wide Administration- Contingency to the Child Protection Court in the total amount of $2,500.00 to fund lease of a Xerox copier machine and telephone expenditures.

B. **AI-44257** Human Services- 1115 Waiver UC (1100):
Approval of 2014 interdepartmental transfer from County Wide Administration- Contingency to the 1115 Waiver UC account in the total amount of $1,235,589.39.

C. **AI-44281** Pct.1 (1200):
Approval of 2014 interdepartmental transfer from DRAIN IMPRV PRJ (program 052) to RD MAINT (program 005) in the amount of $30,000.00.

D. **AI-44269** Pct 2 Rd Maint (1200):
Approval of 2014 interdepartmental transfer from Pct 2 ICA SJ-Eldora & Sgt Trevino Rd to Pct 2 Rd Maint in the amount of $182,929.86 to fund various road projects.

E. **AI-44266** Pct 2 Moore Rd Paving & Drainage Imprv Project (1200):
Approval of 2014 interdepartmental transfer from Pct 2 Rd Maint to Pct 2 Moore Rd Paving & Drainage Improvement Project in the amount of $61,000 to fund project expenditures.

F. **AI-44274** Pct. 4 (1200):
Approval of 2014 interdepartmental transfer from Rd. Maint. (program 007) to Adm (program 005) in the amount of $5,000.00.

4. **Planning Department:**

A. **AI-44219** 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)

5. **Monthly Fee Reports:**

A. **AI-43831** District Clerk's Office:
Revised Monthly Fee Report- January 2014

B. **AI-44176** District Attorney's Office Checks Monthly Report - March 2014

6. **Tax Refunds:**

A. **AI-44199**

Account Number	Payer	Amount
W2765.00.000.0001.00	POSTEL-MCALLEN LLC	$7,398.58

7. **Membership Dues:**

A. **AI-44216** County Commissioners (1100):
Approval to pay Hidalgo County membership dues with authority for County Treasurer to issue check once auditing procedures are completed by County Auditor for the following:

Vendor	Amount	Year	Acct. #	Req. #
US/Mexico Border Counties Coalition	11,314.08	2014	4-1100-413-30-125-004-0-810	255724

8. **Headstart:**

A. **AI-44115** Approval of Special Services Monthly Report: March 2014

B. **AI-44114** Approval of Texas Department of Agriculture Meals and Snacks Monthly Report: March 2014

C. **AI-44113** Approval of Children's Applications for 2014-2015

D. **AI-44112** Approval of Financial Report: March 2014

9. **Auditor's Office:**

A. **AI-43983** 1. Pursuant to Local Government Code Sections 114.023-.025, requesting approval of Monthly Financial Report for the Month of March 2014.

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

10. **Budget & Management:**

A. **AI-44157** 2014 Salary Sweep (1100):
Approval to transfer lapsed salaries from various departments to County Wide Administration- Contingency.

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-44225** 1. Acceptance and approval of Request for Payment Application No. 2 in the amount of $174,882.55, as submitted by NM Contracting, LLC, awarded contractor for the Hidalgo County Precinct No. 4- "Building Repairs/Renovations, Additions and/or Alterations to Restitution Center at 1124 "M" Road in Edinburg, TX" and as certified for payment by project architect, Dannenbaum Engineering- contract # C-13-234A-10-22.

2. Requesting approval of payment for invoice # 3009-14 in the amount of $12,744.00 submitted by Mata Garcia Architects in connection to C-13-119-10-02 (PO# 701993) for the Linn San Manuel Emergency Service Building.

B. **AI-44255** Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft requirement agreement etc.) as attached hereto for: Hidalgo County (All funding sources, programs & entities)-"Hot Mix Cold Laid Road Material" RFB; including the re-advertising of project in the event no bid responses are received and/or are rejected and project is still required.

C. **AI-44229** Approval of Application for Payment No. 1 in the amount of $38,968.65 Castle Enterprises LLC, contracted vendor for Randolph Barnett Subdivisions No. 1 (Pct. 3) as submitted by Javier Hinojosa Engineering project engineer (C-CAP-13-191-07-30).

D. **AI-44245** Acceptance and approval to exercise the County's option to extend the second (2nd) and final year of the two (2)-one (1) year renewal as allowed under Contract #E-13-137-04-02 (Original C-12-012-03-13) for "Landfill Access For Precinct One Area" with Republic Services Inc. Formerly Known As BFI Waste Systems Of North Amercia with same rates, terms and conditions.

E. **AI-44233** Requesting approval of Revised Payment Application No. 1 in the amount of $43,269.18 for road and drainage construction submitted by RDH Site and Concrete, through Contract# C-13-250-01-14 for Pct 2 Rancho Blanco Road Project, and certified for payment by project engineer, R. Gutierrez Engineering Corporation.

F. **AI-44217** Notification for clarification purposes only of the correct ending date of the sixty day grace period extension previously approved by Commissioners Court on April 15, 2014-AI#43993 to reflect the sixty day grace period effective May 10, 2014 and ending on July 8, 2014.

G. **AI-43987** Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft service contract etc.) as attached hereto for: Hidalgo County - " Off Premises Storage, Records Management, Pick-Up, Retrieval & Delivery of Services" RFB No. 2014-050-05-14-YZV including the re-advertisement of project in the event no bid responses are received and/or are rejected and project is still required.

H. **AI-44110** Approval to exercise the second (2nd) (of multiple extensions possible) as provided in contract #C-12-040-05-22 for “Lease of Radio Tower Space - McCook" under the same terms, and conditions effective May 26, 2014 through May 25, 2015.

I. **AI-44215** Acceptance and approval of request for payment of Invoice #13289-1 in the amount of $6,000.00 as submitted by Chanin Engineering amid Contract #C-14-056-02-11-PO#705647 for Professional Engineering Services for the "Precinct #1 Delta Lake Park Pavilion" (project specific) with authority for County Treasurer to issue payment after County Auditor's review and processing procedures are completed.

AI-44270 **2014 Intradept. (line item) Transfer 2. A.**

CC CONSENT

Meeting Date: 04/29/2014

Submitted By: Raquel Ramos,
CONSTABLE PCT. #3

Department: CONSTABLE PCT. #3

Information

CAPTION

2014 - Constable Pct. #3 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-421-00-293-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 4/25/14.

Attachments

LIT 04-29-14

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/25/2014 10:27 AM
Auditor's Office	Monica Badillo	04/25/2014 05:12 PM

Form Started By: Raquel Ramos Started On: 04/25/2014 09:43 AM

Final Approval Date: 04/25/2014

DATE: April 28, 2014

DEPARTMENT HEAD: Lazaro Gallardo, Jr.

DEPARTMENT NAME: Constable Precinct 3

ACCOUNT NUMBER: 4-1100-421-00-293-001-0-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
640	REFERENCE MATERIALS	601	OFF & COMP SUPPLIES	$ 441.55
668	POL WEAPONS & BP VESTS	672	EQ & VEH R&M SUPPLIES	$ 2,400.00
			TOTAL	$ 2,841.55

REASON: TO COVER EXPENSES FOR CONSTABLE PRECINCT 3 DEPARTMENT

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-44271 **2014 Intradept. (line item) Transfer 2. B.**

CC CONSENT

Meeting Date: 04/29/2014

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 4/25/14.

Attachments

revised

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	04/25/2014 10:11 AM
Budget & Management	Debbie Tamez	04/25/2014 10:42 AM
Auditor's Office	Monica Badillo	04/25/2014 05:12 PM

Form Started By: Myra Montoya Started On: 04/25/2014 10:02 AM

Final Approval Date: 04/25/2014

DATE: 4/25/2014

DEPARTMENT HEAD: SHERIFF J.E. "EDDIE" GUERRA

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-	339- OTHER PROFESSIONAL SERVICES	→	4-1100-421-00-280-001-0-	320- PROFESSIONAL SERVICES	$ 200.00
4-1100-421-00-280-001-0-	339- OTHER PROFESSIONAL SERVICES	→	4-1100-421-00-280-001-0-	342- INFORMATION AND CREDIT SERVICES	$ 334.00
	TOTAL				$534.00

REASON: TRANSFER IS BEING REQUESTED TO COVER EXPENDITURE TCLEOSE EXAM FOR PEACE OFFICERS CADETS AND FOR LEXIS NEXIS NEW CONTRACT.

Emilia Vargas

DEPARTMENT HEAD SIGNATURE

_____ ____/____/____ _____

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

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

AI-44206 **2014 Intradept. (line item) Transfer** **2. C.**

CC CONSENT

Meeting Date: 04/29/2014

Submitted For: Commander Gabriel Castaneda

Submitted By: Rosie Hinojosa, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2014 - Sheriff's Office Federal Sharing / U.S. Department of Treasury (1228)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1228-421-00-280-006-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 04/25/2014.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	04/23/2014 08:13 AM
Budget & Management	Debbie Tamez	04/23/2014 03:46 PM
Auditor's Office	Monica Badillo	04/25/2014 05:12 PM

Form Started By: Rosie Hinojosa Started On: 04/22/2014 04:26 PM

Final Approval Date: 04/25/2014

DATE: 4/22/2014

DEPARTMENT HEAD: Sheriff J. E. "Eddie" Guerra

DEPARTMENT NAME: Sheriff's Federal Sharing - US Department of Treasury

ACCOUNT NUMBER: 4-1228-421-00-280-006-0-xxx

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
4-1228-421-00-280-006-0-748	Other Equipment	→	4-1228-421-00-280-006-0-741	Vehicles	15,000.00
		→			
		→			
		→			
		→			
	T O T A L				**$15,000.00**

REASON: To appropriate monies for anticipated expenses.

DEPARTMENT HEAD SIGNATURE

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

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

AI-44260 **2014 Intradept. (line item) Transfer 2. D.**

CC CONSENT

Meeting Date: 04/29/2014

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

2014 - Insurance (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-419-00-125-009-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 4/25/14.

Attachments

transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/24/2014 04:30 PM
Auditor's Office	Monica Badillo	04/25/2014 05:12 PM

Form Started By: Monica Badillo Started On: 04/24/2014 03:58 PM

Final Approval Date: 04/25/2014

DATE: April 28, 2014

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: INSURANCE

ACCOUNT NUMBER: 4-1100-419-00-125-009-0

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
820	Claims/Judg.not cov. By Insurance	350	Other Services	1,000.00
			TOTAL	1,000.00

REASON: To pay for upcoming invoices to Montalvo Insurance.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-44240 **2014 Intradept. (line item) Transfer** **2. E.**

CC CONSENT

Meeting Date: 04/29/2014

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

Department: COUNTY JUDGE

Information

CAPTION

2014 - County Judge (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-413-00-110-006-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 4/25/14.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/24/2014 11:55 AM
Auditor's Office	Monica Badillo	04/25/2014 05:12 PM

Form Started By: SANDRA DELEON Started On: 04/24/2014 11:10 AM

Final Approval Date: 04/25/2014

DATE: April 24, 2014

DEPARTMENT HEAD: Judge Ramon Garcia

DEPARTMENT NAME: County Judge's Office

ACCOUNT NUMBER: 4-1100-413-00-110-006-0-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
661	Minor Office Furniture & Equip	584	Registration Fees	700.00
661	Minor Office Furniture & Equip	631	Bottled Water	191.34
			TOTAL	891.34

REASON: Transfer needed for year expenses.

DEPARTMENT HEAD SIGNATURE

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

AI-44246 **2014 Intradept. (line item) Transfer 2. F.**

CC CONSENT

Meeting Date: 04/29/2014

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

Department: COMM. PCT. #1

Information

CAPTION

2014 - BCAP (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1200-431-00-125-028-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 4/25/14.

Attachments

INTRA LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/24/2014 01:33 PM
Auditor's Office	Monica Badillo	04/25/2014 05:12 PM

Form Started By: Marcie Jackson Started On: 04/24/2014 01:16 PM

Final Approval Date: 04/25/2014

DATE: April 24, 2014

2014
Transfer

DEPARTMENT HEAD: Agapito Vargas-(John Paul Lugo)

DEPARTMENT NAME: Border Colonia Access Program
BCAP (1200)

ACCOUNT NUMBER: 4-1200-431-00-125-028-0-XXX

AI-44246 04/24/14

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	BCAP-OTHER	550	BCAP-PRINTING & BINDING	$ 500.00
890	BCAP-OTHER	601	BCAP-OFFICE & COMPU SUPPL	$ 1,000.00
			TOTAL	$ 1,500.00

REASON:
Transfer is needed for purchase of office supplies & business cards.

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-44248 **2014 Intradept. (line item) Transfer** **2. G.**

CC CONSENT

Meeting Date: 04/29/2014

Submitted By: Carlos Perez, COUNTY COURT #8

Department: COUNTY COURT #8

Information

CAPTION

2014 - County Court #8 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-412-00-028-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 4/25/14.

Attachments

lit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/24/2014 01:53 PM
Auditor's Office	Monica Badillo	04/25/2014 05:12 PM

Form Started By: Carlos Perez Started On: 04/24/2014 01:45 PM

Final Approval Date: 04/25/2014

DATE: 4.24.2014

2014
Transfer

DEPARTMENT HEAD: Judge Rolando Cantu

DEPARTMENT NAME: Department of Budget & Management for County Court # 8

ACCOUNT NUMBER: 4-1100-412-00-028-001-0-XXX

Contact Person: Carlos Perez **Ph#:** (956) 292-7740 ext: 6682

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	Other	432	Equip & Veh R&M Srv	$410.50
			TOTAL	$ 410.50

REASON:
NEEDING TO ADD MONIES TO COVER EXPENSE FOR EQUIPMENT FOR COURTROOM

DEPARTMENT HEAD SIGNATURE

4.24.2014
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-44232 **2014 Intradept. (line item) Transfer** **2. H.**

CC CONSENT

Meeting Date: 04/29/2014

Submitted By: Roy Cazares, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

2014 - District Attorney / Autopsies (1100)

BACKGROUND

Monies will be used to purchase fire and security alarm equipment.

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-421-00-080-003-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 4/24/14.

Attachments

lit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/24/2014 10:43 AM
Auditor's Office	Monica Badillo	04/25/2014 05:12 PM

Form Started By: Roy Cazares Started On: 04/24/2014 09:13 AM

Final Approval Date: 04/25/2014

DATE: **April 29, 2014**

INTRA-DEPARTMENTAL TRANSFER

DEPARTMENT HEAD: **Rene Guerra, Criminal District Attorney**

DEPARTMENT NAME: **District Attorney's Office**

ACCOUNT NUMBER: **4-1100-421-00-080-003-0-XXX - Autopsies**

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

CONTACT PERSON: **Roy Cazares** PHONE: **(956) 318-2300 ext. 758**

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following Intradepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 11, Subchapter C.

FROM			TO		
OBJECT CODE	**ACCOUNT (OBJECT) NAME**		**OBJECT CODE**	**OBJECT NAME**	**AMOUNT**
344	Autopsy Services	→	413	Electrical Surveiliance and Security	$ 420.00
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
				TOTAL	**$ 420.00**

REASON:

Monies will be used to purchase fire and security alarm equipment.

for RENE GUERRA
CRIMINAL DISTRICT ATTORNEY

APPROVED COMMISSIONERS' COURT DATE ATTEST COUNTY CLERK

INTRA-DEPARTMENTAL TRANSFER

AI-44141 **2014 Intradept. (line item) Transfer 2. I.**

CC CONSENT

Meeting Date: 04/29/2014

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2014 - Health & Human Services Dept. - PPCPS / BDS (1293)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1293-441-00-340-047-4-xxx

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

BUDGETARY IMPACT:

Funds available as of 4/16/14.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/16/2014 11:19 AM
Auditor's Office	Monica Badillo	04/25/2014 05:12 PM

Form Started By: Mike Escaname Started On: 04/16/2014 11:02 AM

Final Approval Date: 04/25/2014

Date: April 16, 2014
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health & Human Services Department
Account Number: 4-1293-441-00-340-047-4-
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
4-1293-441-00-340-047-4-320	PPCPS-BDS-PROFESSIONAL SERVICES	4-1293-441-00-340-047-4-339	PPCPS-BDS-OTHER PROF SERVICES	$3,060.00
			Amount	$ 3,060.00

Revenue Account
Amount Requested: $ 3,060.00

Reason: Line item transfer needed to fund anticipated expenditures. (LHD-74)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-44145 **2014 Intradept. (line item) Transfer 2. J.**

CC CONSENT

Meeting Date: 04/29/2014

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2014 - Health & Human Services Dept. / Clinics (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-441-00-340-003-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 4/16/14.

Attachments

lit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/16/2014 01:14 PM
Auditor's Office	Monica Badillo	04/25/2014 05:12 PM

Form Started By: Mike Escaname Started On: 04/16/2014 11:25 AM

Final Approval Date: 04/25/2014

Date: April 16, 2014
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health Department
Account Number: 4-1100-441-00-340-003-0 CLINICS
Budget Line Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County

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

FROM		TO		
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	AMOUNT
4-1100-441-00-340-003-0-601	HEALTH CLINICS-OFFICE & COMPUTER SUPPL	4-1100-441-00-340-003-0-531	HEALTH CLINICS-TELEPHONE	$ 2,500.00
			Amount	$ 2,500.00

Revenue Account
Amount Requested: $ 2,500.00

Reason: Funds need to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-44150 **2014 Intradept. (line item) Transfer 2. K.**

CC CONSENT

Meeting Date: 04/29/2014

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

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

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available as of 4/16/14.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/16/2014 01:39 PM
Auditor's Office	Monica Badillo	04/25/2014 05:12 PM

Form Started By: Mike Escaname Started On: 04/16/2014 01:22 PM

Final Approval Date: 04/25/2014

Date: April 16, 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
4-1293-441-00-340-059-0-540	MEDICAID ADMIN-ADVERTISING	4-1293-441-00-340-059-0-339	MEDICAID ADMIN-OTHER PROF SRV	$10,000.00
4-1293-441-00-340-059-0-550	MEDICAID ADMIN-PRINTING & BINDING	4-1293-441-00-340-059-0-339	MEDICAID ADMIN-OTHER PROF SRV	$5,000.00
4-1293-441-00-340-059-0-603	MEDICAID ADMIN-EDUCATION/INSTRUCTION SUP	4-1293-441-00-340-059-0-339	MEDICAID ADMIN-OTHER PROF SRV	$ 7,000.00
4-1293-441-00-340-059-0-607	MEDICAID ADMIN-HSEHLD & JANITORIAL SUPPL	4-1293-441-00-340-059-0-339	MEDICAID ADMIN-OTHER PROF SRV	$ 10,000.00
			Amount	$ 32,000.00

Revenue Account
Amount Requested: $ 32,000.00

Reason: Line item transfer needed to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-44098 **2014 Intradept. (line item) Transfer 2. L.**

CC CONSENT

Meeting Date: 04/29/2014

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2014 - Health & Human Services Dept. / TB Elim (1293)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1293-441-00-340-011-4-xxx

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

BUDGETARY IMPACT:

Funds available as of 4/16/14.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/14/2014 04:53 PM
Auditor's Office	Monica Badillo	04/25/2014 05:12 PM

Form Started By: Mike Escaname Started On: 04/14/2014 04:10 PM

Final Approval Date: 04/25/2014

Date: April 14, 2014
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health & Human Services Department
Account Number: 4-1293-441-00-340-011-4-
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
4-1293-441-00-340-011-4-604	TDH T.B.ELIM-MEDICAL & LAB SUPPL	4-1293-441-00-340-011-4-664	TDH T.B.ELIM-OTHER MINOR EQUIPMENT	$ 1,100.00
			Amount	$ 1,100.00

Revenue Account
Amount Requested: $ 1,100.00

Reason: Funds needed to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-44279 **2014 Intradept. (line item) Transfer 2. M.**

CC CONSENT

Meeting Date: 04/29/2014

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 4/25/14.

Attachments

lit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/25/2014 02:03 PM
Auditor's Office	Monica Badillo	04/25/2014 05:12 PM

Form Started By: Katia Garcia Started On: 04/25/2014 01:42 PM

Final Approval Date: 04/25/2014

DATE: April 25, 2014

2014
Transfer

AI-44279

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
739	OTHER STRUCTURES	609	AGRICULTURAL & LANDSCAPING SUPPLIES	$600.00
			TOTAL	$600.00

REASON:
Transfer needed to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

AI-44278 **2014 Intradept. (line item) Transfer** **2. N.**

CC CONSENT

Meeting Date: 04/29/2014

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 4/25/14.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/25/2014 01:37 PM
Auditor's Office	Monica Badillo	04/25/2014 05:12 PM

Form Started By: Katia Garcia Started On: 04/25/2014 01:34 PM

Final Approval Date: 04/25/2014

DATE: April 7, 2014

2014
Transfer

AI-44278

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
431	BLDG & OTHR STRUC R&M SRV	671	BLDG & OTHR STRUC R&M SUPPLY	$200.00
			TOTAL	$200.00

REASON:
Transfer needed to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

AI-44292 **2014 Intradept. (line item) Transfer 2. O.**

CC CONSENT

Meeting Date: 04/29/2014

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

Department: COMM. PCT. #2

Information

CAPTION

2014 - Pct. 2 CRC - Alamo (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-466-00-122-082-0-xxx

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

BUDGETARY IMPACT:

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/25/2014 05:02 PM
Auditor's Office	Monica Badillo	04/25/2014 05:12 PM

Form Started By: Angela Garcia Started On: 04/25/2014 05:00 PM

Final Approval Date: 04/25/2014

INTRADEPARTMENTAL TRANSFER

DATE: April 28, 2014

DEPARTMENT HEAD: Comm. H. Palacios

DEPARTMENT NAME: Pct. 2 CRC - Alamo

ACCOUNT NUMBER: 4-1100-466-00-122-082-0-XXX

SUBJECT: Intradepartmental Transfer

Honorable Commissioners' Court of Hidalgo County:

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

FROM		TO		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	
664	OTHER MINOR EQUIPMENT	431	BLDG & OTHER STRUCTURE R&M	$250.00
			TOTAL	$250.00

REASON: CABLE DROP NEEDED FOR COPIER

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-44291 **2014 Intradept. (line item) Transfer 2. P.**

CC CONSENT

Meeting Date: 04/29/2014

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

Department: COMM. PCT. #2

Information

CAPTION

2014 - Pct. 2 Road Maintenance (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1200-431-00-122-006-0-xxx

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

BUDGETARY IMPACT:

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

Funds avail as of 4/28/14

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/25/2014 05:02 PM
Auditor's Office	Monica Badillo	04/25/2014 05:12 PM

Form Started By: Angela Garcia Started On: 04/25/2014 04:59 PM

Final Approval Date: 04/25/2014

INTRADEPARTMENTAL TRANSFER

DATE: April 28, 2014

DEPARTMENT HEAD: Comm. H. Palacios

DEPARTMENT NAME: Pct. 2 Road Maint.

ACCOUNT NUMBER: 4-1200-431-00-122-006-0-XXX

SUBJECT: Intradepartmental Transfer

Honorable Commissioners' Court of Hidalgo County:

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

FROM		**TO**		
OBJECT CODE	**OBJECT NAME**	**OBJECT CODE**	**OBJECT NAME**	
890	OTHER	748	OTHER EQUIPMENT	$200.00
			TOTAL	$200.00

REASON: PAY OUTSTANDING INVOICE

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-44194 **2014 Intradept. (line item) Transfer 2. Q.**

CC CONSENT

Meeting Date: 04/29/2014

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

Department: COMM. PCT. #3

Information

CAPTION

2014 - Pct #3 Rd. Maint. (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1200-431-00-123-005-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 4/23/14.

Attachments

lit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/17/2014 04:36 PM
Auditor's Office	Monica Badillo	04/25/2014 05:12 PM

Form Started By: Norma Ceballos Started On: 04/17/2014 04:21 PM

Final Approval Date: 04/25/2014

INTRA-DEPARTMENTAL TRANSFER

DATE: 04/17/14

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

DEPARTMENT NAME: Hidalgo County Precinct #3

ACCOUNT NUMBER: 4-1200-431-00-123-005-0-XXX

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

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
432	Pct3 Rd. Maint-Equipment & Veh. R&M Srv.	439	Pct3 Rd. Maint-Repair & Maint Services Other	$ 4,700.00
			TOTAL	**$ 4,700.00**

$ 4,700.00

REASON: Expected expenditures

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-44169 **2014 Intradept. (line item) Transfer 2. R.**

CC CONSENT

Meeting Date: 04/29/2014

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

Department: COMM. PCT. #3

Information

CAPTION

2014 - Pct #3 Sanitation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-432-00-123-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 4/16/14.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/16/2014 04:16 PM
Auditor's Office	Monica Badillo	04/25/2014 05:12 PM

Form Started By: Norma Ceballos Started On: 04/16/2014 03:48 PM

Final Approval Date: 04/25/2014

INTRA-DEPARTMENTAL TRANSFER

DATE: April 16, 2014

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

DEPARTMENT NAME: Hidalgo County Precinct #3 Sanitation

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

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

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
626	Pct #3 Sanitation - Gasoline/Diesel	672	Pct #3 Sanitation-Equip & Veh. R&M Supplies	$ 15,000.00
			TOTAL	**$ 15,000.00**

REASON: Expected expenses.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-44275 **2014 Intradept. (line item) Transfer 2. S.**

CC CONSENT

Meeting Date: 04/29/2014

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

Department: COMM. PCT. #4

Information

CAPTION

2014 - Pct. #4 CRC (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-466-00-124-077-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 04/25/14.

601 --> 412 $24.00

Attachments

CRC LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/25/2014 02:36 PM
Auditor's Office	Monica Badillo	04/25/2014 05:12 PM

Form Started By: Veronica Lopez Started On: 04/25/2014 12:32 PM

Final Approval Date: 04/25/2014

DATE: April 28, 2014

DEPARTMENT HEAD: Joseph Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 4
CRC

ACCOUNT NUMBER: 4-1100-466-00-124-077-0-XXX

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

2014
Intradepartmental Transfer

AI- 44275

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
601	Pct. 4 CRC- Office & Computer Supplies	412	Pct. 4 CRC- Cable/satellite television	$24.00
			TOTAL	**$24.00**

REASON:
Transfer needed for Pct 4 CRC expenditures.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-44276 **2014 Intradept. (line item) Transfer 2. T.**

CC CONSENT

Meeting Date: 04/29/2014

Submitted For: Comm. J. Palacios 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 04/25/14.

679 --> 673 $4,000.00

Attachments

Rd Maint. LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/25/2014 02:35 PM
Auditor's Office	Monica Badillo	04/25/2014 05:12 PM

Form Started By: Veronica Lopez Started On: 04/25/2014 12:33 PM

Final Approval Date: 04/25/2014

DATE: April 28, 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- 44276

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	Pct 4 Rd Maint- Other R&M Supplies	673	Pct 4 Rd Maint- R&B R&M Supplies	$4,000.00
			TOTAL	**$4,000.00**

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

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-43985 **2014 Intradept. (line item) Transfer 2. U.**

CC CONSENT

Meeting Date: 04/29/2014

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 04/25/14.

890 --> 851 $1,866.00
890 --> 855 $777.30

Attachments

revised

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/25/2014 01:34 PM
Auditor's Office	Monica Badillo	04/25/2014 05:12 PM

Form Started By: Veronica Lopez Started On: 04/08/2014 02:06 PM

Final Approval Date: 04/25/2014

DATE: April 28, 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- 43985

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	851	Pct4 Parks- Taxes	$1,866.00
890	Pct4 Parks- Other	855	Pct4 Parks- Late Fees, penalties, and finance charges	$777.30
890	Pct4 Parks- Other	626	Pct4 Parks- Gasoline/Diesel	$6,135.00
			TOTAL	**$8,778.30**

REASON:
Transfer needed to Pct #4 Park expenditurs.

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-44085 **2014 Intradept. (line item) Transfer 2. V.**

CC CONSENT

Meeting Date: 04/29/2014

Submitted For: Pablo (Paul) Villarreal Jr,

Submitted By: Mary Garcia, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

2014 - Tax Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-415-15-140-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 4/16/14.

Attachments

revised transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/14/2014 04:49 PM
Auditor's Office	Monica Badillo	04/25/2014 05:12 PM

Form Started By: Mary Garcia Started On: 04/14/2014 09:24 AM

Final Approval Date: 04/25/2014

DATE: April 14, 2014

DEPARTMENT HEAD: Pablo (Paul) Villarreal Jr.

DEPARTMENT NAME: Hidalgo County Tax Office

ACCOUNT NUMBER: 4-1100-415-15-140-001-0-xxx

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

Honorable Commissioners' Court of Hidalgo County:
20..
accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM OBJECT CODE	OBJECT NAME	**TO** OBJECT CODE	OBJECT NAME	AMOUNT
780	CAPITAL LEASES	607	HSHLD & JANITORIAL SUPPLIES	$350.00
780	CAPITAL LEASES	626	GASOLINE/DIESEL	$1,000.00
				$1,350.00

REASON: **Need to cover expeses for Janitorial supplies and gasoline/fuel for county vehicles.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-44109 **2014 Intradept. (line item) Transfer 2. W.**

CC CONSENT

Meeting Date: 04/29/2014

Submitted For: JoAnna G. Guerra Submitted By: Sylvia Solis, BUDGET & MANAGEMENT

Department: COUNTY COURT #5

Information

CAPTION

2014 - County Court at Law #5 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-412-00-025-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 04/16/2014.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/15/2014 04:52 PM
Auditor's Office	Monica Badillo	04/25/2014 05:12 PM

Form Started By: Sylvia Solis Started On: 04/15/2014

Final Approval Date: 04/25/2014

DATE: April 15, 2014

2014
Transfer

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for County Court at Law #5

ACCOUNT NUMBER: 4-1100-412-00-025-001-0-XXX

Contact Person: Sylvia V. Solis **Ph#:** (956) 292-7025 Ext. 5423

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	OTHER	523	PUBLIC OFFICIAL INSURANCE	1,015.00
890	OTHER	583	TRAVEL OUT OF COUNTY	1,000.00
890	OTHER	584	REGISTRATION FEES	1,000.00
			TOTAL:	3,015.00

REASON:
Intradepartmental Transfer to fund various operating expenditures.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-44107 **2014 Intradept. (line item) Transfer** **2. X.**

CC CONSENT

Meeting Date: 04/29/2014

Submitted For: Rene Guerra, Criminal District Attorney

Submitted By: Nelda Olivarez, HIDTA

Department: HIDTA

Information

CAPTION

2014 - HIDTA (1252)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1252-412-00-270-012-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 4/16/14.

Attachments

Transfer#3

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/15/2014 04:56 PM
Auditor's Office	Monica Badillo	04/25/2014 05:12 PM

Form Started By: Nelda Olivarez Started On: 04/15/2014 10:58 AM

Final Approval Date: 04/25/2014

DATE: April 15, 2014

Transfer Number: 3

DEPARTMENT NAME: HIDALGO COUNTY HIDTA TASK FORCE

ACCOUNT NUMBER: 4-1252-412-00-270-012-0-xxx U.S.. TREASURY FUNDS

SUBJECT: BUDGET LINE-ITEM TRANSFER (S)

Honorable Commissioners' Court of Hidalgo County:

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

FROM		*TO*		
ACCOUNT NO.(S)	*ACCOUNT NAME*	*ACCOUNT NO.(S)*	*ACCOUNT NAME*	*AMOUNT*
4-1252-412-00-270-012-0 890	OTHER	4-1252-412-00-270-012-0 745	COMPUTER EQUIPMENT	10,000.00
	TOTAL			**$ 10,000.00**

REASON: TO FUND UNANTICIPATED EXPENDITURES

Dora L. Munoz
H.I.D.T.A. Task Force Commander

4/15/2014
DATE

Attest County Clerk

__/__/__
DATE

Budget Officer

__/__/__
DATE

Approved Commissioners' Court

__/__/__
DATE

AI-44133 **2014 Intradept. (line item) Transfer** **2. Y.**

CC CONSENT

Meeting Date: 04/29/2014

Submitted For: Norma Longoria Submitted By: Margarita Gonzalez, WIC

Department: WIC

Information

CAPTION

2014 - WIC (1292)

BACKGROUND

Line item transfer :
4.1292.441.00.350.001.4.xxx

Encumber cost on object #780- Capital Lease

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1292-441-00-350-001-4-xxx

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

BUDGETARY IMPACT:

Funds available as of 4/23/14.

Attachments

WIC Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/17/2014 04:57 PM
Auditor's Office	Monica Badillo	04/25/2014 05:12 PM

Form Started By: Margarita Gonzalez Started On: 04/15/2014 05:01 PM

Final Approval Date: 04/25/2014

DATE:	04/17/14
WIC DIRECTOR:	NORMA LONGORIA
DEPARTMENT NAME:	HIDALGO COUNTY WIC PROGRAM
ACCOUNT NUMBER:	4.1292.441.00.350.001.4. WIC
SUBJECT:	BUDGET LINE ITEM TRANSFER

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfer(s) in accordance with the Local Government Code

FROM			TO		
ACCOUNT NUMBER	Account Name		ACCOUNT NO.(S)	ACCOUNT NAME	AMOUNT
4.1292.441.00.350.001.4	441 Land & Bldg. Rentals	→	4.1292.441.00.350.001.4	780 Capital Leases	29,000.00
Total:					29,000.00

To encumber cost on obj. # 780 Capital Lease.

AI-44190 **2014 Interdepartmental Transfers 3. A.**

CC CONSENT

Meeting Date: 04/29/2014

Submitted For: Child Protection Court Submitted By: Rosie Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Child Protection Court (1100):
Approval of 2014 interdepartmental transfer from County Wide Administration- Contingency to the Child Protection Court in the total amount of $2,500.00 to fund lease of a Xerox copier machine and telephone expenditures.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:
FUNDS AVAILABLE AS OF 04-23-14.

Attachments

Intedept transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/17/2014 02:18 PM
Auditor's Office	Monica Badillo	04/25/2014 05:12 PM

Form Started By: Rosie Cantu Started On: 04/17/2014 02:02 PM

Final Approval Date: 04/25/2014

INTERDEPARTMENTAL TRANSFER REQUEST

DATE: April 17, 2014

2014
Transfer

DEPARTMENT HEAD: SERGIO CRUZ, BUDGET OFFICER

DEPARTMENT NAME: DEPT OF BUDGET & MANAGEMENT FOR CHILD PROTECT. COURT

SUBJECT: **INTERDEPARTMENTAL TRANSFER**

Contact: ROSIE CANTU
Ph#: (956) 292-7025 EXT. 5408

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME		Amount
FROM:			
4-1100-415-00-115-002-0- 899	CO WIDE ADM-	CONTINGENCY	(2,500.00)
TO:			
4-1100-412-00-055-001-0- 780	CHILD PROTECTION CRT-	CAPITAL LEASES	2,000.00
4-1100-412-00-055-001-0- 531	CHILD PROTECTION CRT-	TELEPHONE	500.00
		TOTAL BUDGET INCREASE/DECREASE	**0.00**

REASON: TO FUND COST OF CALENDAR YEAR 2014 (1) LEASE OF A XEROX COPIER MACHINE (P.O. 693043) AND (2) TELEPHONE EXPENDITURES (P.O. 706878).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-44257 **2014 Interdepartmental Transfers 3. B.**

CC CONSENT

Meeting Date: 04/29/2014

Submitted For: Sergio Cruz, Budget Officer Submitted By: Rosie Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Human Services- 1115 Waiver UC (1100):
Approval of 2014 interdepartmental transfer from County Wide Administration- Contingency to the 1115 Waiver UC account in the total amount of $1,235,589.39.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

FUNDS AVAILABLE AS OF 04/29/14 PENDING APPROVAL OF SALARY SWEEP. (REF: AI 44157 CC 04/29/14)

Attachments

TRANSFER

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/24/2014 04:29 PM
Obdett Calzada	Obdett Calzada	04/24/2014 04:44 PM
Auditor's Office	Monica Badillo	04/25/2014 05:12 PM

Form Started By: Rosie Cantu Started On: 04/24/2014 03:48 PM

Final Approval Date: 04/25/2014

INTERDEPARTMENTAL TRANSFER REQUEST

DATE: April 24, 2014

2014
Transfer

DEPARTMENT HEAD: SERGIO CRUZ, BUDGET OFFICER

DEPARTMENT NAME: DEPT OF BUDGET & MANAGEMENT FOR HUMAN SERVICES DEPT-1115 WAIVER UC

SUBJECT: **INTERDEPARTMENTAL TRANSFER**

Contact: ROSIE CANTU
Ph#: (956) 292-7025 EXT. 5408

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	Amount
FROM:		
4-1100-415-00-115-002-0- 899	CO WIDE ADM- CONTINGENCY	(1,235,589.39)
TO:		
4-1100-444-00-240-004-0- 843	1115 WAIVER UC- AID TO NONGOVT	1,235,589.39
	TOTAL BUDGET INCREASE/DECREASE	**0.00**

REASON: TO FUND UNDERBUDGETED OBLIGATION FOR THE 1115 WAIVER UC.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-44281 **2014 Interdepartmental Transfers 3. C.**

CC CONSENT

Meeting Date: 04/29/2014

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

Department: COMM. PCT. #1

Information

CAPTION

Pct.1 (1200):
Approval of 2014 interdepartmental transfer from DRAIN IMPRV PRJ (program 052) to RD MAINT (program 005) in the amount of $30,000.00.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available as of 4/25/14.

Attachments

Interdept. TRF

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/25/2014 02:05 PM
Obdett Calzada	Obdett Calzada	04/25/2014 04:13 PM
Auditor's Office	Monica Badillo	04/25/2014 05:12 PM

Form Started By: Katia Garcia Started On: 04/25/2014 01:55 PM

Final Approval Date: 04/25/2014

DATE: April 25, 2014

2014
TRANSFER
AI-44281

DEPARTMENT HEAD: Commissioner A.C. Cuellar

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

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

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

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

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
FROM		
4-1200-431-00-121-052-0-890	PCT1 DRAIN IMPRV PRJ-OTHER	($30,000.00)
TO		
4-1200-431-00-121-005-0-673	PCT1 RD MAINT- R&B R&M SUPPLIES	$30,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**$0.00**

REASON:
Transfer from PCT1 DRAIN IMPRV PRJ into PCT1 RD MAINT to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-44269 **2014 Interdepartmental Transfers 3. D.**

CC CONSENT

Meeting Date: 04/29/2014

Submitted For: Commissioner Hector Palacios

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

Department: COMM. PCT. #2

Information

CAPTION

Pct 2 Rd Maint (1200):
Approval of 2014 interdepartmental transfer from Pct 2 ICA SJ-Eldora & Sgt Trevino Rd to Pct 2 Rd Maint in the amount of $182,929.86 to fund various road projects.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1200-431-00-122-0XX-0-8XX

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

BUDGETARY IMPACT:

Funds pending approval of AI#44267 on agenda 4/29/14.

Attachments

Interdept Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/25/2014 11:53 AM
Manuel Chapa	Manuel Chapa	04/25/2014 02:09 PM
Auditor's Office	Monica Badillo	04/25/2014 05:12 PM

Form Started By: Erika Zamora Started On: 04/24/2014 06:10 PM

Final Approval Date: 04/25/2014

DATE: April 29, 2014

DEPARTMENT HEAD: Raul Silguero

2014
Interdepartmental Transfer

AI #44269

DEPARTMENT NAME: Hidalgo County Precinct No. Rd Maintenance

ACCOUNT NUMBER: 4-1200-431-00-122-0XX-0-8XX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM:			
4-1200-431-00-122-091-0- 841	Pct 2 ICA SJ-Eldora & Sgt Trevino Rd	Aid to Govt Agency	(182,929.86)
TO:			
4-1200-431-00-122-006-0- 890	Pct 2 Rd Maint	Other	182,929.86
TOTAL BUDGET INCREASE (DECREASE)			-

REASON: To fund various Pct 2 Road Projects.

SIGNATURE

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

AI-44266 **2014 Interdepartmental Transfers 3. E.**

CC CONSENT

Meeting Date: 04/29/2014

Submitted For: Commissioner Hector Palacios

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

Department: COMM. PCT. #2

Information

CAPTION

Pct 2 Moore Rd Paving & Drainage Imprv Project (1200):
Approval of 2014 interdepartmental transfer from Pct 2 Rd Maint to Pct 2 Moore Rd Paving & Drainage Improvement Project in the amount of $61,000 to fund project expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1200-431-00-122-0X6-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 4/24/14.

Attachments

Interdepartmental Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/25/2014 11:50 AM
Manuel Chapa	Manuel Chapa	04/25/2014 02:08 PM
Auditor's Office	Monica Badillo	04/25/2014 05:12 PM

Form Started By: Erika Zamora Started On: 04/24/2014 05:21 PM

Final Approval Date: 04/25/2014

DATE: April 29, 2014

DEPARTMENT HEAD: Raul Silguero

2014
Interdepartmental Transfer

AI # 44266

DEPARTMENT NAME: Hidalgo County Precinct No.2-Moore Rd Paving & Drainage Imprv Project (in Pct #1)

ACCOUNT NUMBER: 4-1200-431-00-122-0X6-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
FROM:				
4-1200-431-00-122-006-0	890	Pct 2 Rd Maint	Other	(61,000.00)
TO:				
4-1200-431-00-122-096-0	731	Pct 2 Moore Rd Project	Roads	61,000.00
		TOTAL BUDGET INCREASE (DECREASE)		-

REASON: To fund project expenditures.

SIGNATURE

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

AI-44274 **2014 Interdepartmental Transfers 3. F.**

CC CONSENT

Meeting Date: 04/29/2014

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

Department: COMM. PCT. #4

Information

CAPTION

Pct. 4 (1200):
Approval of 2014 interdepartmental transfer from Rd. Maint. (program 007) to Adm (program 005) in the amount of $5,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1200-431-00-124-00X-0-XXX

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

BUDGETARY IMPACT:

4-1200-431-00-124-007-0-679 --> 4-1200-431-00-124-005-0-584 $3,000.00
4-1200-431-00-124-007-0-679 --> 4-1200-431-00-124-005-0-601 $2,000.00

Funds available as of 04/25/14

Attachments

Interdept- ADM

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/25/2014 03:06 PM
Obdett Calzada	Obdett Calzada	04/25/2014 03:59 PM
Auditor's Office	Monica Badillo	04/25/2014 05:12 PM

Form Started By: Veronica Lopez Started On: 04/25/2014 12:26 PM

Final Approval Date: 04/25/2014

DATE: April 28, 2014

2014
Transfer

DEPARTMENT HEAD: Comm. Joseph Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.4

AI- 44274

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

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

Contact: Veronica Lopez
Ph#: 956-383-3112 Ext. 4019

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
From:		
4-1200-431-00-124-007-0-679	**PCT4 RD MAINT- Other Repair and Maint. Supplies**	**($5,000.00)**
To:		
4-1200-431-00-124-005-0-601	**PCT4 ADM- OFFICE & COMPUTER SUPPL**	**$2,000.00**
4-1200-431-00-124-005-0-584	**PCT4 ADM- REGISTRATION FEES**	**$3,000.00**
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Transfer needed for ADM expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-44219 **Planning Department 4. A.**

CC CONSENT

Meeting Date: 04/29/2014

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 Status 04-29-14

Pct 2 & 4 Cert Plat & Utility Status 04-29-14

Pct 2 & 4 Water Service Availability 04-29-14

Pct 3 Cert Plat & Utility Status 04-29-14

PCT I WATER

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/23/2014 01:21 PM
Manuel Chapa	Manuel Chapa	04/24/2014 08:15 AM
Auditor's Office	Monica Badillo	04/25/2014 05:12 PM

Form Started By: Irma Castillo Started On: 04/23/2014 11:45 AM

Final Approval Date: 04/25/2014

	PLANNING DEPT. PCT.#1 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	ELOISA MARTINEZ	1-10934
2.	CECILIA SOLIS	1-10962
3.	GRISELDA GERRERO	1-8939
4.	MARTIN RAMON	1-10684
5.	RODOLFO GIRON	1-10724
	COMM. COURT: APRIL 29, 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: 1-10934

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: Eloisa Martinez

Address: 110 Wardlow
Weslaco TX 78596

Water Supplier: WAWSC

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

Phone: 956-472-6583

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Shilo 61 #20 ,

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 Gilbert Rojina);

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: 1-10934

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: Eloisa Martinez

Address: 110 Ward Ln
Weslaco TX 78596

Phone: 956-472-6583

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

shilo lot 420

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: 4/23/14

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:

4/22/14
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-10934
Mar. 12, 2014

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

S3255-00-000-0020-00

[1] OWNER: MARTINEZ, ELOISA
110 WARDLOW AVE

WESLACO TX 78596-6342
Telephone No. 472-6583

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

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

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

[7] LEGAL DESC./NAME OF SUBDIVISION
SHILO LOT 20

LOCATION: 0 MILE 12 1/2 & FM 88

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: BLOC

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

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____NO

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

Prepared by — Date: 3/12/14

Approved by: Jonathan Tadeo — Date: 3/10/14

Signature of Owner or Applicant — Date: 3/12/14

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT **$30.00**

Light [ ] Water [X]

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.

1933437

WARRANTY DEED

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 .

Date: September 03, 2008

Grantor: Javier Carranza

Grantor's Mailing Address (including county):

Hidalgo, County

Grantee: Eloisa Carranza
110 Wardlow
Weslaco, Texas 78596
Hidalgo, County

Consideration: Ten and No/100 ($10.00) Dollars and other valuable consideration paid by Grantee to Grantor.

Property (including any improvements):

Lot(s) 20 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 Conveyance and Warranty:

1. SUBJECT TO all mineral reservations, if any, of record;
2. SUBJECT TO oil and gas leases, if any, of record;
3. SUBJECT TO easements and building restrictions and conditions, if any, of record;
4. SUBJECT TO all easements, rules, regulations and rights in favor of a water improvement district if any, of record;
5. SUBJECT TO all visible easements, if any.

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 thereof, except as to the reservations from and exceptions to conveyance and warranty.

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

No Title Examination was prepared in connection with the preparation of this document, nor was any made. The Preparer expresses no opinion as to title to this property.

GRANTOR: JAVIER ANTONIO CARRANZA

(Acknowledgment)

STATE OF TEXAS §
§
COUNTY OF §

This instrument was acknowledged before me on the 24th day of SEPTEMBER 2008, by JAVIER ANTONIO CARRANZA.

Notary Public in and for
The State of Texas
Notary's commission expires: 9-18-09

JULIE SAENZ
Notary Public, State of Texas
My Commission Expires
09-18-2009

AFTER RECORDING RETURN TO:
PREPARED IN THE LAW OFFICE OF:

ATTORNEY FRANCISCO MARTINEZ
2215 N. 23RD ST.
MC ALLEN, TX 78501
PHONE: (956) 971-0972
FAX: (956) 971-0110

NO. F-3734-06-E

IN THE MATTER OF THE MARRIAGE OF	§	IN THE DISTRICT COURT
ELOISA CARRANZA AND JAVIER ANTONIO CARRANZA	§	275TH JUDICIAL DISTRICT
AND IN THE INTEREST OF JAVIER ANTONIO CARRANZA JR., A CHILD	§	HIDALGO COUNTY, TEXAS

FINAL DECREE OF DIVORCE

On 8-20-08 the Court heard this case.

Appearances

Petitioner, ELOISA CARRANZA, appeared in person and through attorney of record, FRANCISCO MARTINEZ, and announced ready for trial.

Respondent, JAVIER ANTONIO CARRANZA, appeared in person and announced ready for trial..

Record

The record of testimony was duly reported by the court reporter for the 275th Judicial District Court.

Jurisdiction and Domicile

The Court finds that the pleadings of Petitioner are in due form and contain all the allegations, information, and prerequisites required by law. The Court, after receiving evidence, finds that it has jurisdiction of this case and of all the parties and that at least sixty days have elapsed since the date the suit was filed. The Court finds that, at the time this suit was filed, Petitioner had been a domiciliary of Texas for the preceding six-month period and a resident of the county in which this suit was filed for the preceding ninety-day period. All persons entitled to citation were properly cited.

Jury

A jury was waived, and questions of fact and of law were submitted to the Court.

Relief Not Granted

IT IS ORDERED AND DECREED that all relief requested in this case and not expressly granted is denied. This is a final judgment, for which let execution and all writs and processes necessary to enforce this judgment issue. This judgment finally disposes of all claims and all parties and is appealable.

Date of Judgment

This divorce judicially PRONOUNCED AND RENDERED in court at 100 N. CLOSNER, HIDALGO County, Texas, on and further noted on the court's docket sheet on the same date, but signed on October 1st, 2008

Juan K. Partida
JUDGE PRESIDING

APPROVED AS TO FORM ONLY:

Francisco Martinez Jr. Attorney At Law
2215 North 23rd St.
Mc Allen, TX 78501
Tel: (956) 971-0972
Fax: (956) 971-0110

DATE 10/09/08
A true copy I certify
LAURA HINOJOSA
District Clerk, Hidalgo County, Texas
By _____ Deputy

By: _____
FRANCISCO MARTINEZ
Attorney for Petitioner
State Bar No. 24010211

APPROVED AND CONSENTED TO AS TO BOTH FORM AND SUBSTANCE:

Elena M. Carrasco
Petitioner

_____
Respondent

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: 1-10962

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: Cecilia Solis

Address: 1015 Isabel Dr.
Weslaco, Tx
78596

Phone: 246-1248

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

Water Supplier: North Alamo

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

Account/ESI No.: N/A.

[✓] Temporary Pole [ ] Permanent Service

regarding the land described as: Campana ph 2 lot 10 BLK 3 ,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 4/13/04);

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

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

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

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

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

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

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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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: I-10962

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: Cecilia Solis

Address: 1015 Isabel Dr
Weslaco Tx 78596

Phone: 240-1248

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

Compena ph. #2 lot 4 10 Blk 3

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Cecilia Solis — Requesting Party (Signature)

4/16/14 — 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:

04/23/14
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-10962
Mar. 18, 2014

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

C0740-02-003-0010-00

[1] OWNER: SOLIS , GREGORIO & CECILIA
1015 ISABEL DR
WESLACO TX 78596

Telephone No. 373-1947

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 2,700 Sq. Ft.

[6] USE OF BUILDING: NEW RES ZONE X

[7] LEGAL DESC./NAME OF SUBDIVISION
CAMPANA PH 2 LOT 10 BLK 3
X-25

LOCATION: 0 FM 88 & MILE 15 1/2 N

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: OTHE

[10] EST. COST OF CONST.: $120,000

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY SETBNACKS & REG
FRONT 25' REAR 40' SIDES 10'
18'ABOVE CENTERLINE OF STREET

Prepared by — Date: 3-18-14

Approved by — Date: 3-18-14

Signature of Owner or Applicant — Date: 3/18/2014

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

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

Community No.: 480324 P

Certification of Elevation
Required: _____ YES _____ NO _____ BFE

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

[NOTICE]

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

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

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

Special Warranty Deed with Vendor's Lien

Date: March 14, 2014

Grantor: JOHN N. MOZINGO and SHELLY BELL MOZINGO, husband and wife

Grantor's Mailing Address:

JOHN N. MOZINGO and SHELLY BELL MOZINGO
P. O. Box 36
La Villa, TX 78562

Grantee: GREGORIO SOLIS and CECILIA C. SOLIS, husband and wife

Grantee's Mailing Address:

GREGORIO SOLIS and CECILIA C. SOLIS
1015 Isabel Drive
Weslaco, TX 78596

Consideration:

Cash and a note of even date executed by Grantee and payable to the order of LONE STAR NATIONAL BANK in the principal amount of ONE HUNDRED FORTY-FOUR THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($144,500.00). The note to the extent of TWENTY-NINE THOUSAND AND NO/100 DOLLARS ($29,000.00), is secured by a first and superior vendor's lien and superior title retained in this deed in favor of LONE STAR NATIONAL BANK and by a first-lien deed of trust of even date from Grantee to S. DAVID DEANDA, JR., trustee.

Property (including any improvements):

All of Lot 10, Block 3, CAMPANA SUBDIVISION PHASE II, an Addition to the City of Elsa, Hidalgo County, Texas, according to the map recorded in Volume 45, Page 24, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

1) Restrictive covenants of record dated September 16, 2005, filed November 2, 2005 under Document Number 2005-1539418, Official Records and Volume 45, Page 24, 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) Statutory easements, rules, regulations and rights in favor of Hidalgo and Cameron Counties Water Control and Improvement District No. 9.
3) Minimum floor elevations, setback lines, utility easements and restrictions as shown on the map of Campana Subdivision Phase II, recorded in Volume 45, Page 24, Map Records of Hidalgo County, Texas.
4) Right of way easement in favor of Central Power and Light Company as shown by instrument dated July 21, 1928, recorded in Volume 283, Page 214, Deed Records of Hidalgo County, Texas.
5) Right of way easement in favor of Central Power and Light Company as shown by instrument dated March 11, 1955, recorded in Volume 823, Page 83, Deed Records of Hidalgo County, Texas.
6) Right of way easement in favor of North Alamo Water Supply Corp. as shown by instrument dated August 29, 1969, recorded in Volume 1260, Page 669, Deed Records of Hidalgo County, Texas.
7) Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, by and between John Lewie Hoyt and wife, Jewell Ruth, as Lessor, and The Chicago Corporation, as Lessee, dated November 22, 1946, recorded in Volume 71, Page 29, Oil and Gas Records of Hidalgo County, Texas.
8) Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, by and between Jimmie M. Hoyt, as Lessor, and Trinity Royalty Company, as Lessee, dated October 29, 1997, filed June 19, 2002 under Document Number 650136, Official Records of Hidalgo County, Texas.
9) Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, by and between Katherine Peay Hoyt, as Lessor, and Coastal Oil & Gas USA, L.P., as Lessee, dated December 1, 2000, filed January 31, 2001 under Document Number 939588, Official Records of Hidalgo County, Texas.
10) Terms, stipulations and conditions contained in a Non-Drilling Agreement, dated January 18, 1973, recorded in Volume 1349, Page 979, Deed Records of Hidalgo County, Texas.
11) Mineral and/or royalty reservation contained in deed dated January 18, 1973, recorded in Volume 1349, Page 979, Deed Records of Hidalgo County, Texas.

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.

The vendor's lien against and superior title to the Property are retained until each note

described is fully paid according to its terms, at which time this deed will become absolute.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT FOR THOSE CONTAINED IN THE PURCHASE CONTRACT, THIS DEED, AND THE OTHER CLOSING DOCUMENTS. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION AND THE REPRESENTATIONS AND WARRANTIES EXPRESSLY CONTAINED IN THE PURCHASE CONTRACT, THIS DEED, AND THE OTHER CLOSING DOCUMENTS.

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

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

JOHN N. MOZINGO

SHELLY BELL MOZINGO

STATE OF TEXAS)

COUNTY OF HIDALGO)

This instrument was acknowledged before me on March 17, 2014, by JOHN N. MOZINGO and SHELLY BELL MOZINGO.

Rachel Torres
Notary Public, State of Texas

RACHEL TORRES
My Commission Expires
April 30, 2017

PREPARED IN THE OFFICE OF:
AFTER RECORDING RETURN TO:
JONES, GALLIGAN, KEY & LOZANO L.L.P.
2300 West Pike Boulevard, Suite 300
WESLACO, TX 78596
Tel: (956) 968-5402
Fax: (956) 968-6089

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: 1-8939

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: Criselda Guevara

Address: 13110 mile 16N
La Blanca Tx.
78542

Phone: 475-7578

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

Water Supplier: WWSC

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Birch #1 Lot #10,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 4/22/08);

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

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

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

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

_____
Planning Department Authorized Signature

_____
Hidalgo County Judge

_____
Date

ATTEST: _____
Hidalgo County Clerk

_____
Date

PLANNING DEPARTMENT
County of Hidalgo

Rev. 02-19-10

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

Precinct No.1 Substation
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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: 1-8959

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: Criseida Guevara

Address: 13110 N 2 mile 16 W
La Blanca Tx 78542

Phone: 475-7578

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

Birch #1 Lot 110

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Requesting Party (Signature) — Date: 4/17/14

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:

4/22/14
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO: 1-8939
May. 2, 2012

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

B3062-01-000-0010-00

[1] OWNER: GUERRERO, JUAN MIGUEL & CRISELDA
13110 MILE 16 N.
LA BLANCA, TX. 78542
Telephone No. 475-7578

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 690 Sq. Ft.

[6] USE OF BUILDING: RES. ZONE AH

[7] LEGAL DESC./NAME OF SUBDIVISION
BIRCH #1 LOT 10
10/1/10NW/F/AG-WATER

LOCATION: 0 493 & MILE 10

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $1,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES ____NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL COUNTY SETBACKS & REG
FRONT 40' REAR 35' SIDES 6' FINISH FLOOR ELEV.
B.F.E 73.00

Prepared by — Date: 5/2/12

Jonathan Isidro — Approved by — Date: 5/2/12

Juan Guerrero

Juan Guerrero — Signature of Owner or Applicant — Date: Juan Guerrero

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

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

Community No.: 480334

Certification of Elevation Required: ✓ YES ____ NO 73.0' BFE

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

[NOTICE]

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

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

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

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: April 3, 2009

Grantor: OAKTREE INVESTMENTS, LLC

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

Grantee: Juan Miguel Guerrero and wife, Criselda Guerrero

Grantee's Mailing Address (including county):
829 North 8th Street
Alamo, Hidalgo County, Texas 78516

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

Property (including any improvements):

Lot 10, Birch Subdivision Phase I, Hidalgo County, Texas, according to map recorded in Volume 55, Page 60-62, Map Records in the Office of the County Clerk of Hidalgo County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

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

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

3. This conveyance is made subject to the prior lien ("Underlying Lien") of a deed of trust recorded in Document No. 1785838 of the real property records of Hidalgo County, Texas,

to Ricardo Perez, trustee, which secures payment of a promissory note ("Underlying Lien Debt") in the principal amount of $1,000,000.00. Grantee in this deed of trust has not assumed payment of that Underlying Lien Debt. As further consideration Grantor promises to keep and perform all the covenants and obligations of the grantor named in the Underlying Lien deed of trust and to indemnify, defend, and hold Grantee harmless against any damages caused by Grantor's breach of its obligations under the Underlying Lien Debt and related documents, as long as Grantee is not in default on the Grantee is not in default on the Wraparound Lien Debt and documents relating to it.

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

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

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

OAKTREE INVESTMENTS, LLC

By: Roger A. Bechtel

Roger A. Bechtel, Manager

THE STATE OF TEXAS }
COUNTY OF HIDALGO }

This instrument was acknowledged before me on the 3 day of APRIL 2009 by ROGER A. BECHTEL, Manager of OAKTREE INVESTMENTS, LLC, a Texas Limited Liability Company, on behalf of said company..

GLORIA G PEREZ
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 04/16/2012

Notary Public, State of Texas

Mailing Address of Grantee:
Juan Miguel Guerrero
Criselda Guerrero
829 North 8th Street
Alamo, Hidalgo County, Texas 78516

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: 1-10684

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: Martin Ramon

Address: F.M. 88 & Mile 20 N.
lot 6
Vista Ridge Acres

Phone: 956-376-0985

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

Water Supplier: Alamo Water

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Vista Ridge Acres Lot # 6,

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 Peciña);

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: 1-10684

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

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

PARTY MAKING REQUEST:

Name: Martin Ramon

Address: F.M. 88 & Mile 20 N.
lot 6 Vista Ridge Acres.

Phone: 956-376-0985

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

Vista Ridge Acres #1 Lot #6

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: 4-22-14

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:

4/23/14
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-10684
Nov. 18, 2013

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

V4348-00-000-0006-00

[1] OWNER: RAMON , MARTIN
P.O BOX 2182
ELSA TX 78543

Telephone No. 376-0985

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 2,000 Sq. Ft.

[6] USE OF BUILDING: NEW RES ZONE X

[7] LEGAL DESC./NAME OF SUBDIVISION
VISTA RIDGE ACRES LOT 6
X-25

LOCATION: 0 FM 88 & MILE 19

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $8,000

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

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

Prepared by — Date: 11-18-13

Approved by — Date: 11-15-13

Signature of Owner or Applicant — Date: 11-18-13

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

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

Community No.: 480334

Certification of Elevation
Required: ___ YES ✓ NO ___ BFE

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

[NOTICE]

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

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

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: November 13, 2013

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

Grantee: Martin G. Ramon and Amanda Marie Diaz

Grantee's Mailing Address (including county):
581 Mile 6 W
Elsa, Texas 78543
Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Thirty-One Thousand Dollars and No Cents ($31,000.00), 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 D. Monroe, Trustee.

Property (including any improvements):

Lot(s) 06, 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

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 13 day of November, 2013, by Jack McClelland.

Notary Public, State of Texas

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

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 4

Application No: 1-10724

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: Rodolfo Giron JR

Address: 1516 E 7th St
Weslaco, TX

Phone: (956) 376-0919

Water Supplier: Military water

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

Account/ESI No.: ~~NA~~ 10032789478367464

[ ] Temporary Pole [ ] ~~Permanent~~ Service

regarding the land described as:

RANCHITO DE PROGRESO PK #1 Lot # 18 ,

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 11-30-04);

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

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

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

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

_____ _____ _____

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

ATTEST: _____ _____

Hidalgo County Clerk | **Date**

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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: 1-10224

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: Rodolfo Giron JR

Address: 1516 E 7th St Weslaco, TX 78596

Phone: (956)376-0919

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

Rancho Los Rio Progreso #1 Lot# 18

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Rodolfo Giron JR 4-17-14
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:

4/22/14
Date

County Official

Est - 10032789448367466

Chapter 232 Texas LGC Application

APPLICATION NO:
1-10724
Dec. 9, 2013

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

Nancy 956-631-9789

R0940-01-000-0018-00

[1] OWNER: GIRON, RODOLFO & ESMERALDA

1516 E. 27TH ST.
WESLACO MANOR
Telephone No. 376-0919

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: MILI

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
25-RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 3,199 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
RANCHITOS DE PROGRESSO PH.1
LOT 18

LOCATION: 0 TEXAS & MILITARY

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: BRIC

[10] EST. COST OF CONST.: $187,653

[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:20' SIDES:6'
MIN. ELEV. ABOVE CENTERLINE OF ST. 24"

Prepared by — Date 12/9/13

Approved by — Date 10/18/13

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

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0525 B Pct: 1

Community No.: 480334

Certification of Elevation
Required: ____YES ____NO ____BFE

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

[NOTICE]

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

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

1456996

SPECIAL 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 RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE NUMBER.

Date: March 18, 2005

Grantor: **Durango Development, Inc., a Texas Corporation**

Grantor's Mailing Address:
P.O. Box 3549
Edinburg, Texas 78540-3549

Grantee: **Rodolfo Giron and Esmeralda Giron**
First Grantee's Social Security Number: 465-73-0555
Second Grantee's Social Security Number: 464-59-0221

Grantee's Phone Number: (956) 973-0044
Grantee's Mailing Address (including county):
1516 E. 27th St
Weslaco, Texas 78596
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-Seven Thousand Four Hundred Dollars and No Cents ($37,400.00), 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 Anthony E. Gray, Trustee.

Property (including any improvements):

Lot Eighteen (18), Ranchitos De Progreso Subdivision, Phase 1, Hidalgo County, Texas, as per Map or Plat recorded in Volume 46, Pages 159, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.

Reservations from and Exceptions to Conveyance and Warranty:

1. Visible and apparent easements on or across the subject property;
2. Rights of parties in possession;
3. Easements, rights-of-way, and prescriptive rights, whether of record or not;
4. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
5. Rights of adjoining owners in any walls and fences situated on a common boundary;
6. Any discrepancies, conflicts, or shortages an area or boundary lines;
7. Any encroachments or overlapping of improvements;

8. All rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, Irrigation District, or other applicable governmental district, agency, or authority;
9. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;
10. The prior reservation or conveyance of all oil, gas, and other minerals previously reserved or conveyed by any parties having the right to do so;
11. All Easements, restrictions, set back lines, drainage swale requirements, and other matters shown on the plat of Ranchitos De Progreso, Phase 1, as shown on the plat thereof, recorded in Volume 46, Pages 159, Map records of Hidalgo County, Texas.
12. 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.

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.

Durango Development, Inc., a Texas Corporation

BY: _____
Anthony E. Gray, President

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 18th day of March, 2005, by Anthony E. Gray, President of Durango Development, Inc., a Texas Corporation on behalf of the said Durango Development, Inc..

_____
Notary Public, State of Texas

CAROLINA GONZALEZ
Notary Public, State of Texas
My Commission Expires
11-03-2008

AFTER RECORDING RETURN TO:

Durango Development, Inc.
P.O. Box 3549
Edinburg, Texas 78540-3549

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

On: Apr 08,2005 at 04:44P

As a Recording

Document Number: 1456996
Total Fees : 18.00

Receipt Number - 666286
By,
Rene Perez, Deputy

	PLANNING DEPT. PCTS 2 & 4 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	Juan P. Palacios Jr.	4-12733
2.	Camino Real Builders	4-13095
3.	Alonso Arista	4-13175
	COMM. COURT: APRIL 29, 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: 4-12733

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: Juan P. Palacios Jr.

Address: 7120 N 1st
Edinburg TX.
78542

Phone: (956) 451 6950

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		
Date Approved:	/ /	4-28-14

Water Supplier: NAWSC.

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Santa Cruz Ranches #2 Lot 113,

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 11-24-14);

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 Hidalgo County Water Control and Improvement District No. 3);

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 4/13/14 Ruben Hinojosa);

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 4/23/14 Ruben Hinojosa);

Yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by Hidalgo County Water Control and Improvement District No. 3);

Planning Department Authorized Signature _____ Hidalgo County Judge _____ Date _____

ATTEST: _____ Hidalgo County Clerk _____ Date _____

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

Precinct No.1 Substation
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956-973-7850

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: 4-12733

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 P. Palacios Jr

Address: 7120 N 1st
Edinburg Tx 78542

Phone: (956) 451 69 50

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 113.

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 P. Palacios J. — Requesting Party (Signature)

9-22-14 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

9/23/14 — **Date**

Glori O. Carrizo — **County Official**

Chapter 232 Texas LGC Application

APPLICATION NO:
4-12733
Sep. 4, 2013

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

S1753-02-000-0113-00

[1] OWNER: PALACIOS, JUAN JR.

7120 N. 1ST
EDINBURG, TX. 78542
Telephone No. 451-6950

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: MOBILE HOMES
30- RESIDENTIAL/ ADD. & RENOVATION

[5] SIZE OF STRUCTURE: 240 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
SANTA CRUZ RANCHES #2 L-113

LOCATION: 0 BRUSHLINE & MILE 22 1/2

[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 REGULATIONS & SETBACKS
FRONT 40' SIDE'S 6' REAR 35' FINISH FLOOR OF ELEV.
ADD. LIVING RM & RR.

Prepared by — Date: 9/04/13

Approved by — Date: 9/03/13

X Signature of Owner or Applicant — Date: 9-04-13

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [ ] Water [ ]

Flood Zone: NO 0305D
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.

24.00

1551121

SPECIAL 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 records: Your social security number or your driver's license number.

Date: October 26, 2005

Grantor: Dos Altos Properties, Ltd.,, a Texas Limited Liability Company
Grantor's Mailing Address:
P.O. Box 959
Edinburg, Texas 78540-0959

Grantee: Juan Palacios JR

Grantee's Phone Number: (956) 386-0537
Grantee's Mailing Address (including county):
7120 N. 1st Street
Edinburg, Texas 78541
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 Twenty-Seven Thousand Five Hundred Dollars and No Cents ($27,500.00), and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The Purchase Note is secured by a vendor's lien retained in this deed and by a deed of trust of even date to Carroll Whiteford, Trustee.

Property (including any improvements):

Lot(s) 113, 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:

1. A lien securing a promissory note (the "Prior Note"), dated August 6, 2004, payable to the order of Texas State Bank which is described in and secured by a Deed of Trust filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's Document Number 1377903. 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;

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.

Dos Altos Properties, Ltd.
By: Dos Grandes No.6, LLC, a Texas Limited Liability Company,

BY: _____
Richard W. Ruppert, President

(Acknowledgment)

ANITA L REYES
Notary Public, State of Texas
My Commission Expires
05-23-2009

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 21st day of November, 2005, by Richard W. Ruppert, President of Dos Grandes No,.6., LLC, A Texas Limited Liability Company, in it capacity as General Partner of Dos Altos Properties, Ltd., a Texas Limited Partnership.

_____
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Dos Altos Properties, Ltd.,
P.O. Box 959
Edinburg, Texas 78540-0959

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

Filed for Record in:
Hidalgo County
by Eddy Trevino
County Clerk

On: Dec 02,2005 at 09:43A

As a Recording

Document Number: 1551121
Total Fees : 24.00

Receipt Number - 724571
By,
Adriana Solis, 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: 4-13095

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: Camino Real Builders

Address: 3993 La Puerta Avenue, Edinburg Texas

Phone: 956-992-9501

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		Sever McAllen
Date Approved:	/ /	4/22/14

Water Supplier: Sharyland Water Supply

Utility Provider: [✓]M.V.E.C. [ ] AEP

Account/ESI No.: N/A

[ ] Temporary Pole [✓] Permanent Service

regarding the land described as: La Puerta S/D Lot 22,

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 8/10/00.);

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 Hon. W. Castillo);

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 Hon. W. Castillo).

Hon. W. Castillo

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____

Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 4

Application No: 4-13095

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: Camino Real Builders

Address: 3113 La Puerta Av.
Edinburg.

Phone: 956 992 9501

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

La Puerta Lot 22

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)

4-23-14
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

- ✓ Deed
- ____ Executory Contract
- ____ Lease
- ____ Rent Receipt
- ____ Affidavit
- ✓ Other (describe) Plat

This part to be filled out by receiving county official:

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

4-23-14
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
4-13095
Mar. 4, 2014

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

L1770-01-000-0022-00

[1] OWNER: CAMINO REAL BUILDERS

2909 LA PUERTA AVE.
MCALLEN, TX. 78541
Telephone No. 992-9001

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: SHAR

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
01- RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 2,939 Sq. Ft.

[6] USE OF BUILDING: RES.HOME.ZONEX

[7] LEGAL DESC./NAME OF SUBDIVISION
LA PUERTA LOT 22

LOCATION: 0 ROOTH & MILE 17

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $176,770

[11] SPECIAL FLOOD HAZARD AREA: ____YES ✓ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL REGULATIONS AS PER COUNTY
STATE CITY FEMA & SETBACKS FRONT 25' SIDE 6'
REAR 15' . 18" ABOVE CNTR LINE OF ST

Prepared by — Date 03/04/14

Approved by — Date 03/03/14

Signature of Owner or Applicant — Date 3/4/2014

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT **$30.00**

Light [ ] Water [ ]

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

Certification of Elevation
Required: ____ YES ✓ NO ____ BFE

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

[NOTICE]

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

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

Doc-2494085

Charge to: VLTC
GF# 137879

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

State Bar of Texas Form
SPECIAL WARRANTY DEED

DATE: March 7, 2014

GRANTOR: LONE STAR NATIONAL BANK
GRANTOR'S MAILING ADDRESS (including county): 520 E. Nolana, McAllen, Hidalgo County, Texas 78504

GRANTEE: ALAMO DAYS TRADE, INC. DBA CAMINO REAL BUILDERS
GRANTEE'S MAILING ADDRESS (including county): 4116 Nightshade Ave., McAllen, Hidalgo County, Texas 78504

CONSIDERATION: Ten and No/100ths ($10.00) Dollars and other good and valuable consideration.

PROPERTY:
All of Lot 22, LA PUERTA SUBDIVISION PHASE I, Hidalgo County, Texas, according to the map recorded in Volume 51, Pages 62-67, 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:

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

The property is sold as is, and with all faults. Grantor makes no representations or warranties whatsoever, either express or implied or statutory, relating to the property or any portion thereof, or its condition, including without limitation, any representation or warranty described in Exhibit "B" attached hereto and made a part hereof for all purposes.

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

LONE STAR NATIONAL BANK

BY: _____

NAME: David Dennis

TITLE: President

CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF HIDALGO §

This instrument was acknowledged before me on the 7th day of March, 2014, by David Dudley Jr., President of LONE STAR NATIONAL BANK, a national banking association, on behalf of said association.

Notary Public, State of Texas
Notary's Printed Name: Veronica Cantu
Commission Expires: 2/18/17

VERONICA CANTU
My Commission Expires
February 18, 2017

VERONICA CANTU
My Commission Expires
February 18, 2017

AFTER RECORDING RETURN TO:
Mr. Michael Pavon
Alamo Days Trade, Inc.
4116 Nightshade Ave.
McAllen, Texas 78501

PREPARED IN THE OFFICE OF:
Law Office of Michael J. Daley, PLLC
1801 S. 2nd St., Suite 370
McAllen, Texas 78503
(114-6142)

EXHIBIT "A"

Annual maintenance charge and/or current assessments as set forth in instrument dated August 25, 2006, filed August 25, 2006 under Document Number 2006-1656038, Official Records, Hidalgo County, Texas.

Statutory easements, rules, regulations and rights in favor of Hidalgo County Irrigation District No. 1.

Minimum floor elevations, setback lines, easements and restrictions as shown on the map of La Puerta Subdivision Phase I, recorded in Volume 51, Pages 62 thru 67, Map Records of Hidalgo County, Texas.

Easement and right of way in favor of Magic Valley Electric Cooperative, Inc., a Texas Corporation as shown by instrument dated July 15, 1982, recorded in Volume 1792, Page 240, Deed Records of Hidalgo County, Texas. Said easement was conveyed unto South Texas Electric Cooperative, Inc., by instrument dated July 10, 2009, filed July 14, 2009 under Document Number 2009-2016222, Official Records of Hidalgo County, Texas.

Easement and right of way in favor of Magic Valley Electric Cooperative, Inc., a Texas Corporation as shown by instrument dated July 15, 1982, recorded in Volume 1792, Page 240, Deed Records of Hidalgo County, Texas.

Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, by and between Hugh Kirkpatrick, Individually and as Independent Executor of the Estate of Irene Moncrief Kirkpatrick, deceased, as Lessor, and Norman E. Graham, as Lessee, dated March 15, 1977, recorded in Volume 366, Page 283, Oil and Gas Records of Hidalgo County, Texas. Extension as shown by instrument field September 21, 1977, recorded under Document Number 28623, Oil and Gas Records of Hidalgo County, Texas. Reference to which instrument is here made for particulars.

Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, by and between Hidalgo County Water Control & Improvement District No. 1, as Lessor, and Norman E. Graham, d/b/a Norman E. Graham Oil & Gas Company, as Lessee, dated November 3, 1977, recorded in Volume 371, Page 705, Oil and Gas Records of Hidalgo County, Texas.

Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, by and between James Thomas Glenn, Jr. and wife, Shirley Ann Glenn, as Lessor, and J.M. Huber Corporation, as Lessee, dated March 31, 1981, recorded in Volume 404, Page 342, Oil and Gas Records of Hidalgo County, Texas. Reference to which instrument is here made for particulars.

Water Service Agreement in favor of Sharyland Water Supply Corporation as shown by instrument dated March 21, 2006, filed March 24, 2006 under Document Number 2006-1594175, Official Records of Hidalgo County, Texas.

Terms, stipulations and conditions contained in instrument executed by Hidalgo County Irrigation District No One, dated August 4, 2008, filed August 12, 2008 under Document Number 2008-1918208, Official Records of Hidalgo County, Texas.

Mineral and/or royalty reservation contained in deed dated July 3, 1984, recorded in Volume 2006, Page 448, Official Records of Hidalgo County, Texas.

Mineral and/or royalty reservation contained in deed dated November 22, 1996, filed November 25, 1996, under Document Number 564395, Official Records of Hidalgo County, Texas.

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

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

Restrictive covenants dated August 25, 2006, filed August 25, 2006, under Document No. 2006-165038 and amendment dated May 11, 2010, filed June 8, 2010 under Document Number 2010-21099516, Official Records and Volume 51, Pages 62-67, Map Records of Hidalgo County, Texas.

Taxes for the year 2014 and subsequent years which Grantee herein assumes and agrees to pay.

EXHIBIT "B"

"AS A MATERIAL PART OF THE CONSIDERATION FOR THIS DEED, GRANTOR AND GRANTEE AGREE THAT GRANTEE IS TAKING THE PROPERTY "AS IS", "WHERE IS" AND "WITH ALL FAULTS", WITH ANY AND ALL LATENT AND PATENT DEFECTS AND THAT THERE IS NO WARRANTY BY GRANTOR THAT THE PROPERTY HAS A PARTICULAR FINANCIAL VALUE OR IS FIT FOR A PARTICULAR PURPOSE. GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR HAS NOT MADE, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS, OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE PHYSICAL CONDITION OR ANY OTHER ASPECT OF THE PROPERTY INCLUDING THE STRUCTURAL INTEGRITY OR THE QUALITY OR CHARACTER OF MATERIALS USE IN THE CONSTRUCITON OF ANY IMPROVEMENTS (E.G. DRYWALL, ASBETOS, LEAD PAINT, UREA FORMALDEHYDE FOAM INSULATION), AVAILABILITY AND QUANTITY OR QUALITY OF WATER, STABILITY OF THE SOIL SUSCEPTIBILITY TO LANDSLIDE OR FLOODING, SUFFICIENCY OR DRAINAGE, WATER LEAKES WATER DAMAGE, MOLD OR ANY OTHER MATTER WITH RESPECT TO THE PROPERTY OR ANY IMPOVEMENTS. GRANTEE ALSO ACKNOWLEDGES THAT GRANTOR HAS NOT MADE 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, 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 REGULATIONS PROMULGATED THEREUNDER. GRANTEE FURTHER ACKNOWLEDGES AND AGREES HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, THAT GRANTEE IS RELYING SOLELY ON GRANTEE'S OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT GRANTOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT THE SALE OF THE PROPERTY, AS PROVIDED FOR HEREIN, IS MADE ON AN "AS IS, WHERE IS", "WITH ALL FAULTS" CONDITION AND BASIS. GRANTEE'S ACKNOWLEDGMENT AND ACCEPTANCE OF THE TERMS HEREOF SHALL BE EVIDENCED BY GRANTEE'S RECORDING OF THIS SPECIAL WARRANTY DEED IN THE OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS.

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: 4-724
4-13175
03-31-14

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
			Charles Ramirez
		Authorized Signature	Authorized Signature
	Inspection/Permit No:		Pre Tastatus
	Date Approved:	/ /	4/17/14

Name: Alonso Arista

Address: P.O Box 1974
Mission TX
78573

Phone: (956) 330-3776

Water Supplier: North Alamo Water Supply Co

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Lot 11
Davis Ranchettes No. 24,

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 11-21-06);

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 Gloria 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 Charles Ramirez);

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 Charles Ramirez);

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

Gloria 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: 14-13175

3-31-14

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: Alonso Arista

Address: P.O Box 1974

Mission TX 78573

Phone: (956) 330-3776 Co.

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

Davis Ranchettes NO. Lot 24

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

J. Alonso Arista 3/31/14

Requesting Party (Signature) Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

4/23/14 Alan U. Castillo

Date **County Official**

Chapter 232 Texas LGC Application

APPLICATION NO: 4-13175
Mar. 31, 2014

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

D1550-00-000-0024-00

[1] OWNER: ARTISTA, ALONSO & ALICIA G.

P.O. BOX 1974
MISSION, TX. 78573

Telephone No. -

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 1,978 Sq. Ft.

[6] USE OF BUILDING: NEW-RESIDENTIAL

[7] LEGAL DESC./NAME OF SUBDIVISION
DAVIS RANCHETTES LOT 24

(512)202-6509

LOCATION: 0 DOOLITTLE & DAVIS

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $45,000

[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-50' REAR-50' SIDES-6'

Prepared by — Date: 3-31-14

Approved by — Date: 3-28-14

Signature of Owner or Applicant — Date: 03-31-14

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

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

Community No.: 0325-D

Certification of Elevation
Required: ____ YES ✓ NO ____ BFE

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

[NOTICE]

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

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

Recorded On:2008-Jun-06 As:1897663

"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)

The State of Texas, }
}
County of Hidalgo }

1897663

Know All Men by These Presents:

THAT Graciela Estates Ltd., Grantor, whose address is: 916 S. McColl
Edinburg, Texas 78539

Of the County of Hidalgo, State of Texas, for and in consideration of $10.00 and other good and valuable consideration, and a note in the sum of **$20,900.00 TWENTY THOUSAND NINE HUNDRED** Dollars to be paid, and secured to be paid, by a Vendor Lien and Deed of Trust and payable in equal monthly payments of **$450.00** until paid as follows:

has Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said **Alonso Arista and Alicia G. Arista,** whose mailing address is, **P.O. Box 1974, Mission** of the County of **Hidalgo** State of **Texas** all that certain

Lot **#24** Davis Ranchettes Subdivision, City of Edinburg, Hidalgo County, Texas.

Further this note is subject to, and wrapped around, a lien dated May 09, 2005 payable to Hibernia National Bank, which shall be payee obligation.

Subject to all reservation, restrictions, easements, leases, mineral interest, rights, rules, regulations, uses of record of visible, and taxes for the year 2008 and all subsequent years.

As a material part of the consideration, **GRANTOR** and **GRANTEE** agree that **GRANTEE** is taking the property, and the property is conveyed by **GRANTOR** and accepted by **GRANTEE** on an, "AS IS, WHERE IS" and "WITH ALL FAULTS" basis, with any and all latent and patent defects and without any representations or warranties whatsoever, express or implied, written or oral, and further that there is no warranty by **GRANTOR** that the property is fit for a particular purpose. **GRANTEE** acknowledges that they have no recourse whatsoever against **GRANTOR** in the event of discovery of any defects of any kind, latent or patent. **GRANTEE** also acknowledges that **GRANTEE** is not relying upon any representation statement or other assertion with respect to the property. It is the intention of **GRANTOR** and **GRANTEE** to expressly negate and exclude all representations and warranties, including , but not limited (1) THE CONDITION OF THE PROPERTY OR ANY ELEMENT THEREOF, INCLUDING, WITHOUT LIMITATION, WARRANTIES RELATED TO ENVIRONMENTAL CONDITIONS, SUITABLITY FOR HABITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE: (2) THE SOIL CONSTIONS, DRAINAGE OR TOHER CONDITIONS EXISTING AT THE PROPERTY WITH RESPECT TO ANY PARTICULAR PURPOSE, DEVELOPMENT POTENTIAL OR OTHERWISE (3) ALL WARRANTIES CREATED BY ANY AFFIRMATION OF FACT OR PROMISE OR BY ANY DESCRIPTION OF THE PROPERTY: (4) ALL OTHER WARRANTIES AND REPRESENTATIONS WHATSOEVER, EXCEPT THE WARRANTY OF TITLE EXPRESSLY SET FORTH HEREIN: (5) **GRANTOR** HEREBY DISCLAIMS

Recorded On: 2008 Jun 06 As: 1897663

ANY REPRESENTATION OR WARRANTY WITH REGARD TO COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION POLLUTION OR LAND USE LAWS, RULES, REGULATIONSS, ORDER, OR REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING OR DISPOSING FO ANY HAZARDOUS WASTE OR SUBSTANCE. **GRANTEE** WILL TAKE THE PROPERTY UNDER THE EXPRESS UNDERSTANDING THERE ARE NO EXPRESS OR IMPLIED WARRANTIES (EXCEPT FOR LIMITED WARRANTIES OF TITLE TO BE SET FOURTH IN THE DEED)".

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

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

Witness our hand at Edinburg, Texas this 2nd day of June 2008.

Graciela Estates Ltd.
By: Neighborhood Concepts L.C. its General Partner

By: Daniel Moffatt
Daniel Moffatt - Manager

(Corporate Acknowledgment)

STATE OF TEXAS }
COUNTY OF HIDALGO }

This instrument was acknowledged before me on the 2nd day of June 2008, by Daniel Moffatt as Manager of Neighborhood Concepts L.C., the General Partner of Graciela Estates Ltd. a Limited Partnership, on behalf of said Limited Partnership.

My commission expires:
January 22, 2010

Notary Public, State of Texas
Notary's printed name: Otelia V Renteria

Otelia V Renteria
Notary Public, State of Texas
My Commission Expires:
January 22, 2010

Recorded On:2008-Jun-06 As:1897663

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

DATED this the 2nd day of June 2008.

By: Alonso Arista
Alonso Arista

By: Alicia G. Arista
Alicia G. Arista

	PLANNING DEPT. PCTS 2 & 4 WATER SERVICE AVAILABILTY	
	APPLICANT	APPLICATION NO.
1.	Sara DeLeon	4-13233
	COMM. COURT: April 29, 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: 4-13233

04-16-14

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

Name: Sara Deleon

Address: 7726 Alberto rd Edinburg Tx 78542

Phone: (956) 215 9952

Water Supplier: N.A.W

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

2 North 100 ft & S. 180 Ft. of West 1/2 of

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

Santa Cruz Gardens #2 Lot 5 Block 20.

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

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

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

-OR-

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

Raul E. Sesin

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

Precinct 1 2 3 4

Application No: 4-13233

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 Sara De Leon,

Known to me [*or* proved to me in the oath of _____ *or* through TX DL# 1516 2098 (*description of federal or state government ID card with photograph and signature*)], who swore on oath that the following two statements are true:

1. "I am requesting utility service to the following described land: Santa Cruz Gardens Unit 2 Lot# 20 Block# 05."

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

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

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

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

-OR-

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

_____ (Signature)

SUBSCRIBED AND SWORN TO before me on April 17, 2014, to certify which, witnesses my hand and seal of office.

CARMEN TORRES
Notary Public, State of Texas
My Commission Expires
SEPTEMBER 16, 2017

Carmen Torres
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

XO/ct
14-000V1 #7

2487154

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

GIFT WARRANTY DEED

Date: February 18, 2014

Grantors: OSCAR DE LEON and wife, MARCIANA A. DE LEON

Grantors' Mailing Address: 307 Wilson Ave.
Edinburg, Texas 78542
Hidalgo County

Grantee: SARA DE LEON, as her sole and separate property

Grantee's Mailing Address: 7726 Alberto Road
Edinburg, Texas 78542
Hidalgo County

Consideration: One Dollar ($1.00) and all the love and affection which Grantors hold for Grantee herein.

Property (including any improvements):
The North 160 feet of the South 480 feet of the East ½ of Lot 5, Block 20, Santa Cruz Gardens #2, according to the map recorded in Volume 8, Page 28, Map Records of Hidalgo County, Texas, aka Lot 19, SPRING GARDEN SUBDIVISION, an unrecorded subdivision.

Reservations from Conveyance and Exceptions to Conveyance and Warranty:
SUBJECT to property restrictions.
SUBJECT to any and all easements of record and all visible easements.

Grantor, for the consideration and subject to the reservations from conveyance and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee all of Grantor's interest in the property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and 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 exceptions to conveyance and warranty.

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

OSCAR DE LEON

MARCIANA A. DE LEON

{Certificate of Acknowledgment}

STATE OF TEXAS *

COUNTY OF HIDALGO *

Before me, a notary public in and for the state of Texas, on this day personally appeared OSCAR DE LEON and wife, MARCIANA A. DE LEON, who proved to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 18th day of February, 2014.

CARMEN TORRES
Notary Public, State of Texas
My Commission Expires
SEPTEMBER 16, 2017

Notary Public, State of Texas

PREPARED IN THE LAW OFFICE OF:
PRESTIA & ORNELAS
P. O. Box 876
Edinburg, Texas 78540-0876
(956) 383-6251

Chapter 232 Texas LGC Application

APPLICATION NO:
4-13233
Apr. 16, 2014

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

S1700-02-020-0005-19

[1] OWNER: DE LEON, OSCAR & MARCIANA

307 WILSON AVE
EDINBURG, TX 78541-8702
Telephone No. 563-6930

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 595 Sq. Ft.

[6] USE OF BUILDING: HOME.ZONE.AE.29

[7] LEGAL DESC./NAME OF SUBDIVISION
SANTA CRUZ GARDENS #2 N160'-S4
'-E150'-LT 5 & N160' S480'-W30
LOT 6 BLK 20 TR 19&20 SPRI

LOCATION: 0 INGLE & GWIN RD

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: WOOD

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

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

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL REGULATIONS AS PER COUNTY
STATE CITY FEMA & SETBACKS. FRONT 25' REAR 15'
SIDE 6' . ELEVATION AS PER FEMA

Prepared by — Date: 04-16-14

Approved by: A. Hernandez — Date: 04-15-14

Signature of Owner or Applicant — Date: 4-16-14

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER AE-29
TOTAL AMOUNT **$30.00**

Light [ ] Water [ ]

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

Certification of Elevation Required: ✓ YES ____ NO ____ BFE

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

[NOTICE]

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

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

THE CITY OF
EDINBURG

PLANNING & ZONING DEPARTMENT
CERTIFICATE OF COMPLIANCE

No: 2013/14/10 Date: October 14, 2013

NAME OF PROPERTY OWNER: Mr. and Mrs. Oscar De Leon

LEGAL DESCRIPTION OF PROPERTY: The North 160 feet of the South 480 feet of the East ½ of Lot 5, Block 20, Santa Cruz Gardens #2 otherwise known as Lot 19 Spring Garden Subdivision

LOCATION OF PROPERTY:

The property described herein or in the attached legal description is in compliance with the City's Subdivision Regulations. Permits may be issued for the construction of residential and non-residential building(s). Utility services may be extended to the property to the by the public utilities holding a certificate of convenience and necessity in such area. Compliance with the City of Edinburg's Subdivision Regulations is based on: (mark appropriate line)

_____ (a) The property was subdivided prior to it being in the City's extraterritorial jurisdiction;

__X__ (b) The property was subdivided as a result of a family partition;

_____ (c) Where the last recorded conveyance of such lot or tract prior to March 9, 1987 was by metes and bounds;

_____ (d) Where a building was in existence on said lot prior to March 9, 1987; or where such subdivision, whether by recorded plat or by actual occupancy and use was in existence prior to March 9, 1987.

_____ (e) The property was subdivided after March 9, 1987 and the property owner has complied with the City's Subdivision Ordinance.

_____ (f) Where such division of land is used for agricultural purposes in parcels or tracts of 5 acres or more and not involving any new street, alley, or easement of access.

PROPERTY IS SUBJECT TO REGULATIONS THAT MAY INCLUDE BUILDING PERMITS, FLOOD PLAIN MANAGEMENT, MINIMUM LOT SIZE FOR SEPTIC TANK PERMITS, ALLOWABLE NUMBER OF UNITS PER LOT OR TRACT, AND POTABLE WATER SUPPLY, ETC.

COMMENTS: The purpose of issuing this certificate of compliance is for the owner of this property to allow his daughter to move in a manufactured home on a vacant lot. The property owner has been advised that no more than one home is allowed per lot and the use is for a single family residence only. Any further construction or modification to this lot will require adherence to the rules and regulations for the City of Edinburg and the County of Hidalgo.

EDINBURG PLANNING & ZONING DEPARTMENT STAFF

10/14/13
Date

221 N. 8th Ave. • P. O. Box 1079 • Edinburg, Tx. 78540
Phone (956) 292-2088 • Fax (956) 292-2099

The State of Texas
County of HIDALGO

163151 VOL 2916 PAGE 537
Know All Men By These Presents:

That in consideration of the payment in full according to the face and tenor thereof, of certain promissory note described as follows:

One installment vendor's lien note in the principal amount of $4,500.00

described in a certain Warranty Deed
executed by Citrus City Lake Development Corporation
to Oscar De Leon and wife, Marciana A. De Leon
dated the 7th day of July, 19 83, and recorded in Vol. 1851
on page 941-942 of the records of Deeds of Hidalgo County, Texas,

Citrus City Lake Development Corporation

a Corporation, duly organized and existing under the Laws of the State of Texas
the owner and holder of said note, does hereby release the vendor's
lien shown by said instrument to exist upon the following described property, to secure payment of said note, viz.:

The North 160 feet of the South 480 feet of the East ½ of Lot 5, Block 20, Santa Cruz Gardens Unit #2 and the North 160 feet of the South 480 feet of the West 30 feet of Lot 6, Block 20, Santa Cruz Gardens Unit #2, Hidalgo County, Texas.

IN WITNESS WHEREOF, the said Corporation has caused these presents to be signed by its duly authorized officers and to be sealed with the Seal of the Corporation, at McAllen, Texas

this 16th day of May, A.D. 19 90

Attest: William J. Rathmell
William J. Rathmell, Secretary

(Seal)

Citrus City Lake Development Corporation

By Curtis C. Davis
Curtis C. Davis, President

(Corporate Acknowledgment)

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the 16th day of May, 19 90,
by Curtis C. Davis, President,
of Citrus City Lake Development Corporation,
a Texas corporation, on behalf of said corporation.

My commission expires:
3-1-93

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

Spring Harbor

VOL 1851 PAGE 943

: DEED RESTRICTIONS FOR
FOR Lot 5, Block 20 Santa Cruz #2

1. These restrictions are for the mutual benefit of owners of tracts of land out of the above described property. All provisions contained herein are covenants running with the land, and shall create mutual, equitable servitudes upon each tract and shall create reciprocal rights and obligations betwen the respective owners of tracts within the described property.

2. The property to which these restrictions are attached is an approximate one-third acre tract restricted for use as a homesite. No tract or lot in the above described subdivision shall contain more than one residential dwelling, nor shall it be occupied permanently by more than one family at a time.

3. Every residential dwelling erected on any tract shall be of the type usually classified in Class "A" or Mobile Home use in most city ordinances and shall contain a minimum of 720 square feet per single family unit. Said 720 square feet must be enclosed floor area devoted to living purposes exclusive of roofed or unroofed porches terraces, garages, outbuildings, carports, or other appurtenances on the property. Butane tanks and garbage receptacles must be erected to the rear of all homesites and screened so as not to be visible from any street. At such time as the land and tracts herein come under the jurisdiction of an incorporated city, then the prescribed zoning ordinances thereof shall govern. 12. Each residential dwelling erected on subject tract must have a gravel, concrete or paved driveway, with a properly installe culvert for storm drainage.

4. Each tract has a specified and dimensioned area which limits the extent of the portion thereof upon which any improvements can be constructed. The following minimum dimensions shall govern for front, side and rear set-backs on all lots. Fences and ground-level improvements are excepted.

A. Fifteen (15) feet from the outer edge of the combined road and utility easement along the road frontage of each tract.
B. Six (6) feet from each side lot line.
C. Ten (10) feet from the rear lot line.
D. Ten (10) feet from the underground irrigation pipeline belonging to HCWC & ID #15.

5. No outside toilet shall be constructed on any lot. All toilets shall be connected to a septic system approved by the Hidalgo County Health Department.

6. No stripped, unsightly, offensive, wrecked, junked or dismantled vehicles or portions thereof, no furniture or appliances designed for normal use or operation within, as distinguished from outside, dwellings and no building or construction materials or supplies shall be parked, stored or located upon any street in the subdivision or on any tract thereof in such a manner or location as to be visible to the users of any street. No trucks, boats, trailers, automobiles or other motor vehicles may be parked or stored on the private street or easement facing the street. No feed lot or stockyard for animals, and no junk yard shall be permitted.

7. No tower, transmitter, antenna or similar device shall be located on the subject property, except that not more than one television reception antenna per residence and one radio reception antenna per residence will be permitted if installed to a maximum altitude not more than ten (10) feet higher than the main roof line of the residence which it serves. Any antenna installed in accordance with this paragraph must be located to the rear of the residence which it serves. No CB radio system, ham radio system, etc. will be permitted to operate on the premises of any tract in Summerwood Subdivision if it interferes with TV or radio reception within the subdivision.

8. Maintenance of the primary North/South road running through the center of subje tract shall be the responsibility of the individual tract owners, and costs shall b prorated among all owners in relation to the size of the tract which each owns. Ma tenance of the land purchased by each owner is his individual responsibility and th land will be kept neat and clean.

9. The tract owners may form an organization to provide for maintenance of the roa irrigation, land, etc., collection of the monies therefor, and to enforce these restrictions. Any assessment for maintenance which is incurred in accordance with th rules of such organization formed by a majority of the individual tract owners will be a lien against the property until paid.

No animal that may become a nuisance to the other owners shall be kept on any tract, except normal household pets such as a dog or cat which must be kept on a leash or within a fence.

11. No fence of any kind, and no recreational or exercise equipment (such as a swing set, merry-go-round, gymasium equipment, etc.), and no clothes line or similar device will be permitted on any tract between the road frontage and the residence. Any variation from this restriction, for example in the case of a corner lot, shall require written approval from Citrus City Lake Development Corporation or the owners of a majority of the lots within Summerwood Subdivision.

12. Each residential dwelling erected on subject tract must have a gravel, concrete or paved driveway, with a properly installed culvert for storm drainage.

13. No trash, ashes, garbage or other refuse shall be dumped or stored on any tract in the above described property.

CITRUS CITY LAKE DEVELOPMENT CORPORATION

APPROVED AND ACCEPTED:

Oscar De Leon

Marciana A. De Leon

Curtis C. Davis, President

	PLANNING DEPT. PCT 3 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	JOSE A. SALAZAR	3-14686
2.	SANJUANITA LUNA	3-9979
3.		
4.		
5.		
6.		
7.		
	COMM. COURT: April 29, 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: 3-146860
4/11/14

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:	/ /	4/23/14

Name: Jose A. Salazar

Address: 7401 Western Village Blvd Mission TX 78574

Phone: (956) 600-5990

Water Supplier: Agua SUD

Utility Provider: [ ]M.V.E.C. [4]AEP

Account/ESI No.: 100327894-

[ ] Temporary Pole [4] Permanent Service

regarding the land described as: Western Village. Lot 49,

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 2/26/02);

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

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

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

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

Sandra Cantu 4/22/14
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: 3-14/084
4/11/14

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

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

PARTY MAKING REQUEST:

Name: Jose A. Salazar

Address: 17401 Western Village Blvd
Mission, TX 78574

Phone: (956) 600-5990

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

Western Village Lot 49

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 Jose A. Salazar
Requesting Party (Signature)

4/22/14
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

4/22/14
Date

Sandra Canales
County Official

2495512

'SPECIAL WARRANTY DEED'

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

Date: March 03, 2014

Grandor: **TERESO OLIVO AND NANCY OLIVO**

Grantor's Mailing Address (including County):

6104 N LA HOMA RD.
MISSION, TX. 78574
HODALGO COUNTY

Grantee: JOSE A SALAZAR, JACIEL OLIVO AND JUREM OLIVO
Grantee's Mailing Address (including County):

6104 N LA HOMA RD.
MISSION, TX. 78574
HIDALGO COUNTY

CONSIDERATION: Ten No/100th ($10.00) Dollars and the execution and delivery by Grantee of a certain promissory note of even date herewith in the principal amount of $10.00. Payable to the order of Grantor as therein provided, pay in full by the Grantee. All three Grantee's of the above names will be able to sell. When the last parents is deceased.

PROPERTY: (including any improvements if any):
All of Lot(s) 49, WESTERN VILLAGE SUBDIVISION, as shown by the map or plat thereof according to the map or plat thereof recorded in volume 39, page 96-97, Map records, County Clerk, Hidalgo Texas, Map Records of Hidalgo County, Texas.

NO TITLE EXAMINATION WAS REQUIRED IN CONNECTION WITH THE PREPARATION OF THE DOCUMENTATION CONSERNING THE ABOVE DESCRIBED PROPERTY, NOR WASANY MADE. THE PREPARER EXPRESSES NO OPINION AS TO TITLE TO THIS PROPERTY NOR AS TO ANY TAXES DUE ON THE PROPERTY

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Chapter 232 Texas LGC Application

APPLICATION NO:
3-14686
Apr. 11, 2014

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

W4253-00-000-0049-00

[1] OWNER: SALAZAR, JOSE A
7401 WESTERN VILLAGE BLVD

MISSION TX, 78574
Telephone No. 600-5990

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: AGUA

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

[5] SIZE OF STRUCTURE: 840 Sq. Ft.

[6] USE OF BUILDING: RES MH ZONE X

[7] LEGAL DESC./NAME OF SUBDIVISION
WESTERN VILLAGE LOT 49
X-44

LOCATION: 7401 WESTERN & 3 1/2 ML

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: META

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

[11] SPECIAL FLOOD HAZARD AREA: ___YES ✓ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS AND SETBACKS.
FRONT 25' SIDE 6' CORNERSIDE 20' REAR 30'
18 INCHES ABOVE TOP OF CURB

Sandra Cantu — Prepared by — 4/11/14 — Date

R. Canty — Approved by — 4/10/14 — Date

Nancy Oliva — Signature of Owner or Applicant — 4-12-14 — Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0290 D Pct: 3
Community No.: 480334

Certification of Elevation
Required: ___ YES ✓ NO ___ BFE

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

[NOTICE]

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

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

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 (3) 4

Application No: 3-9979
3/11/10

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Name: Sanjuanita Luna

Address: 107 la pinta
Sullivan tx
78595

Phone: 956 3179595

Approved by Environmental Health:	Temporary Service	Final Service
	_____ Authorized Signature	Authorized Signature
Inspection/Permit No:	_____	existing
Date Approved:	/ /	4/23/14

Water Supplier: Agua SUD

Utility Provider: [ ]M.V.E.C. [✓]AEP

Account/ESI No.: 10032789 4-

[ ] Temporary Pole [✓] Permanent Service

regarding the land described as:

Hidalgo Starr UT 2 Lot 13 ,

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 8/26/96);

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 Roy Cantu);

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

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

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

Roy Cantu 4/22/14
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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956-205-7045
956-205-7049

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

Precinct 1 2 (3) 4

Application No: 3-9979
3/11/10

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

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

PARTY MAKING REQUEST:

Name: Sanjuanita Luna

Address: 107 la pinta
Sullivan tx 78595

Phone: 956 317 9595

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

Hidalgo STARR UT 2 Lot 13

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Sanjuanita Luna 4/22/14
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:

4/22/14
Date

County Official

151 - WARRANTY DEED (WITH VENDOR'S LIEN)

TEXAS STANDARD FORM

The State of Texas,

County of **HIDALGO**

} Know All Men by These Presents:

COPY

That Nelda Edith Mancias

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

of the sum of Twenty-Six Thousand ----($26,000.00)---------- DOLLARS

to be paid, and secured to be paid, by Eduardo Lopez Sanchez and wife San Juanita Luna Moya and Grandaughter, Stephanie Torres as follows:

To be Paid in the following manner:

A down payment of $3,000.00 was paid on 06-24-2013 — An additional down payment of $1,000.00 to be paid on 07-08-2013, making a total down payment of $4,000.00. The balance of $22,000.00 to be paid in 88 monthly installments of $299.14, starting August 8, 2013 and on the 8th day of each month until all 88 payments are made. Payment includes principal and interest at 5.00% A.P.R. as per attached Promissory Note and attached Amortization Schedule, Attachments that are part of this Warranty Deed with Vendor's Lien.

NO TITLE OR TAX EXAMINATION WAS REQUESTED IN CONNECTION WITH THE PREPARATION OF THIS DOCUMENT, NOR WAS ANY MADE. THIS DOCUMENT WAS PREPARED BASED ON THE INFORMATION PROVIDED BY THE PARTIES. THE PREPARER EXPRESSES NO OPINION ON THE TITLE OF THIS PROPERTY.

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said

Eduardo Lopez Sanchez and wife San Juanita Luna Moya, & Stephanie Torres

whose mailing address is 608 El Sendero Drive ---Sullivan City 78595

of the County of Hidalgo State of Texas all that certain

Property (including improvements)

All of Lot Thirteen (13), HIDALGO_STARR SUBDIVISION, Unit Two (2), Hidalgo County, Texas, as shown by the map and/or plat thereof recorded in Volume 31, Page 165, Map Records of Hidalgo County Clerk, reference to which is here made for all purposes. Information taken from Doc. # 2040225 , Warranty Deed filed for the record on 10-06-2009 @ 10:59 a.m.

TERMS AND CONDITIONS: See Exhibit "A", attachment & part of this Warranty Deed with Vendor's Lien.

Reservations From & Exceptions to Conveyance & Warranty:

See Exhibit "A", attachment & part of this Warranty Deed with vendor's Lien.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said

Edurado Lopez Sanchez and wife San Juanita Luna Moya & Stephanie Torres

heirs and assigns forever and I do hereby bind myself heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said

Eduardo Lopez Sanchez and wife San Juanita Luna Moya & Stephanie Torres

heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

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

WITNESS my hand at Mission, Texas

this 26th day of June, 2013.

Witness at request of Grantor:

x Nelda Edith Mancias

Nelda Edith Mancias (Grantor)

(Acknowledgment)

STATE OF TEXAS }
COUNTY OF HIDALGO }

This instrument was acknowledged before me on the 26th day of June, 2013 by Nelda Edith Mancias

My commission expires: Dec. 31, 2016

EULALIO MUNOZ, JR.
MY COMMISSION EXPIRES
December 31, 2016

Notary Public, State of Texas

Notary's printed name: Eulalio Muñoz, Jr.

Chapter 232 Texas LGC Application

APPLICATION NO:
3-9979
Mar. 11, 2010

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

H2475-02-000-0013-00

[1] OWNER: MANCIAS, NELDA

PO BX. 934
SULLIVAN TX . TX. 78595
Telephone No. 445-6460

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: LA J

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
25-RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 961 Sq. Ft.

[6] USE OF BUILDING: NEW RES

[7] LEGAL DESC./NAME OF SUBDIVISION
HIDALGO STARR UT 2 LOT 13
ZONE C-25

LOCATION: 0 N. PINTO RD

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: BLOC

[10] EST. COST OF CONST.: $60,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES ____NO

Special Conditions: No construction allowed over any easements.
F25 R25 S6

Prepared by — Date: 3/11/10

Approved by — Date: 3/11/10

Melda E. Mancias — Date: 3-11-10
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: 0275 B Pct: 3

Community No.: 480334

Certification of Elevation
Required: ____ YES ____NO ____ BFE

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

[NOTICE]

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

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

	PLANNING DEPT. PCTS.#1 WATER SERVICE AVAILABILTY	
	APPLICANT	APPLICATION NO.
1.	MELIZA T. BARRERA	R301539
	COMM. COURT: APRIL 29, 2014	

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

Precinct (1) 2 3 4

Application No: R301539

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

Upon the application of:

Name: Meliza T. Barrera

Address: P.O. Box 1041
Elsa TX.
78543

Phone: 956-472-0408

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

Water Supplier: NAWSC

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

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

The West ½ Adams Tract Lot # 4 Blk # 56

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

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

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

-OR-

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

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

Precinct No.1 Substation
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: R301539

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 Meliza T. Barrera,

Known to me [*or* proved to me in the oath of TXDL# 17419511 *or* through _____ (*description of federal or state government ID card with photograph and signature*)], who swore on oath that the following two statements are true:

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

The West 5 Adams Tract Subd. lot# 4 Blk#56."

[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."

Meliza T. Barrera (Signature)

SUBSCRIBED AND SWORN TO before me on April 16, 2014, to certify which, witnesses my hand and seal of office.

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

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

GIFT WARRANTY DEED

Date: July 13, 2001

Grantor: SERVANDO BARRERA and wife, MINERVA P. BARRERA

Grantor's Mailing Address (including county):

SERVANDO BARRERA
P.O. Box 1041
Elsa, Texas 78543
Hidalgo County

MINERVA P. BARRERA
P.O. Box 1041
Elsa, Texas 78543
Hidalgo County

Grantee: JUAN ALBERTO BARRERA and wife, MELIZA T. BARRERA

Grantee's Mailing Address (including county):

JUAN ALBERTO BARRERA
P.O. 1041
Elsa, Texas 78543
Hidalgo County

MELIZA T. BARRERA
P.O. Box 1041
Elsa, Texas 78543
Hidalgo County

Consideration: FOR THE LOVE AND AFFECTION WE HAVE FOR OUR SON, JUAN ALBERTO BARRERA AND HIS WIFE, MELIZA T. BARRERA, WE HEREBY GIVE, GRANT AND CONVEY SAID PROPERTY.

Property (including any improvements):

A tract of land out of Lot 4, Block 156, THE WEST AND ADAMS TRACTS SUBDIVISION, Hidalgo County, Texas, according to map thereof recorded in Volume 2, Pages 34 through 37, Map Records of Hidalgo County, Texas, said tract of land being more particularly described by metes and bounds as follows:

BEGINNING, at a point on the East line of said Lot 4 for the Northeast corner of this tract; said point bears South a distance of 623.34 feet from the Northeast corner of said Lot 4;

THENCE, South along the East line of said Lot 4, a distance of 25.23 feet to the Southeast corner of said 6.21 acre tract for the Southeast corner of this tract;

THENCE, North 82 degrees 19 minutes 00 seconds West along the South line of said 6.21 acres tract, a distance of 187.93 feet to the Southwest corner of said 6.21 acres tract for Southwest corner of this tract;

THENCE, North 37 degrees 54 minutes 00 seconds West along the West line of said 6.21 acres tract, a distance of 35.72 feet to the Northwest corner of this tract;

THENCE, South 82 degrees 19 minutes 00 seconds East a distance of 210.08 feet to the POINT OF BEGINNING, containing 0.114 acres of land, more or less.

Reservations From and Exceptions to Conveyance and Warranty:

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

2. All visible easements.

3. Oil and Gas Lease dated September 15, 1976, from John T. Eberle and wife, Maria S. Eberle to J.M. Huber Co. recorded in Volume 360, Page 893, Oil and Gas Lease Records of Hidalgo County, Texas.

4. An undivided one-half interest in and to all oil, gas, and other minerals reserved in Deed dated August 2, 1983, filed for record in the Office of the County Clerk of Hidalgo County, Texas, on October 28, 1994, under Clerk's File No. 417065.

Grantor, for the consideration, receipt of which is acknowledged, and subject to the reservations from and exceptions to conveyance and warranty, grants 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 conveyance and warranty.

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

Servando Barrera
SERVANDO BARRERA

Minerva P. Barrera
MINERVA P. BARRERA

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on the 19th day of July, 2000, by SERVANDO BARRERA.

RAUL RINCON
MY COMMISSION EXPIRES
March 15, 2003

Notary Public, State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on the 19th day of July, 2001, by MINERVA P. BARRERA.

RAUL RINCON
MY COMMISSION EXPIRES
March 15, 2003

Notary Public, State of Texas

DOC# 417065

CORRECTION WARRANTY DEED

Date: August 2, 1983

Grantor: JOHN T. EBERLE and wife, MARIA S. EBERLE

Grantor's Mailing Address (including county):

JOHN T. EBERLE
P.O. Box 218
Elsa, Texas 78543
Hidalgo County

MARIA S. EBERLE
P.O. Box 218
Elsa, Texas 78543
Hidalgo County

Grantee: SERVANDO BARRERA and wife, MINERVA P. BARRERA

Grantee's Mailing Address (including County):

SERVANDO BARRERA
P.O. Box 412
Elsa, Texas 78543
Hidalgo County

MINERVA P. BARRERA
P.O. Box 412
Elsa, Texas 78543
Hidalgo County

Consideration: TEN AND NO/100 DOLLARS and other good and valuable consideration.

Property (including any improvements):

See Exhibit "A" attached hereto and made a part hereof.

Rervations From and Exceptions to Conveyance and Warranty:

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 one-half 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 and gas or 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's heirs, executors, administrators and successors are hereby bound 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.

This deed is made in place of and to correct a deed from Grantor to Grantee, dated August 2, 1983 and recorded in Volume 1968, Page 471, Official Records of Hidalgo County, Texas. By mistake that deed contained the wrong metes and bounds description and the previous deed did not except the mineral rights. This correction deed is made by Grantor and accepted by Grantee to correct that mistake, is effective on August 2, 1983, and in all other respects confirms the former deed.

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

John T. Eberle
JOHN T. EBERLE

Maria S. Eberle
MARIA S. EBERLE

ACCEPTED:

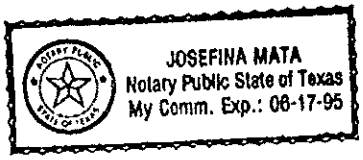
Servando Barrera
SERVANDO BARRERA

Minerva P Barrera
MINERVA P. BARRERA

ACKNOWLEDGMENT

STATE OF TEXAS

This instrument was acknowledged before me on October 26, 1994, by JOHN T. EBERLE and MARIA S. EBERLE.

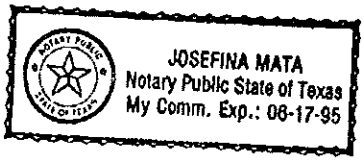


Josefina Mata
Notary Public, State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS

This instrument was acknowledged before me on October 26, 1994, by SERVANDO BARRERA and MINERVA P. BARRERA.



Josefina Mata
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
JOE I. CARDENAS
P.O. Box 8396
Weslaco, Texas 78599-3396

AFTER RECORDING RETURN TO:
JOE I. CARDENAS
P.O. Box 8396
Weslaco, Texas 78599-3396

EXHIBIT "A"

A tract of land containing 0.114 of one acre situated in Hidalgo County, Texas, and also being the south 25.00 feet of a 6.21 acres tract out of **LOT 4, BLOCK 156, WEST AND ADAMS TRACTS SUBDIVISION** (Deed Reference: Volume 2, Page 34, H.C.M.R.) and said 0.114 of one acre of land also being more particularly described as follows:

BEGINNING at a point on the east line of said Lot 4 for the northeast corner of this tract; said point bears SOUTH a distance of 623.34 feet from the northeast corner of said Lot 4;

THENCE, SOUTH along the east line of said Lot 4, a distance of 25.23 feet to the southeast corner of said 6.21 acres tract for the southeast corner of this tract;

THENCE, N 82° 19' 00" W along the south line of said 6.21 acres tract, a distance of 187.93 feet to the southwest corner of said 6.21 acres tract for the southwest corner of this tract;

THENCE, N 37° 54' 00" W along the west line of said 6.21 acres tract, a distance of 35.72 feet to the northwest corner of this tract;

THENCE, S 82° 19' 00" E a distance of 210.08 feet to the POINT OF BEGINNING, containing 0.114 acres of land, more or less.

FILED FOR RECORD
DOC# 417065 $15
10-28-1994 11:18:03
WILLIAM (BILLY) LEO
HIDALGO COUNTY

Hidalgo CAD

Property Search Results > 301539 BARRERA JUAN ALBERTO & MELIZA T for Year 2014

Property

Account

Property ID:	301539	Legal Description:	THE HIGHLANDS E210.08'-S25.23'-N648.57' BEING AN IRR TR-LOT 4 BLK 156 0.11AC NET
Geographic ID:	T3400-00-156-0004-05	Agent Code:	
Type:	Real		
Property Use Code:			
Property Use Description:			

Location

Address:	SERVANDO BARRERA ST TX	Mapsco:	
Neighborhood:	THE HIGHLANDS	Map ID:	
Neighborhood CD:	T340000		

Owner

Name:	BARRERA JUAN ALBERTO & MELIZA T	Owner ID:	466171
Mailing Address:	PO BOX 1041 ELSA, TX 78543-1041	% Ownership:	100.0000000000%
		Exemptions:	HS

Values

(+) Improvement Homesite Value:	+	$21,772		
(+) Improvement Non-Homesite Value:	+	$0		
(+) Land Homesite Value:	+	$7,128		
(+) Land Non-Homesite Value:	+	$0	Ag / Timber Use Value	
(+) Agricultural Market Valuation:	+	$0	$0	
(+) Timber Market Valuation:	+	$0	$0	
(=) Market Value:	=	$28,900		
(–) Ag or Timber Use Value Reduction:	–	$0		
(=) Appraised Value:	=	$28,900		
(–) HS Cap:	–	$0		
(=) Assessed Value:	=	$28,900		

Taxing Jurisdiction

Owner: BARRERA JUAN ALBERTO & MELIZA T
% Ownership: 100.0000000000%
Total Value: $28,900

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	APPRAISAL DISTRICT	0.000000	$28,900	$28,900	$0.00
DR1	DRAINAGE DISTRICT #1	0.095700	$28,900	$28,900	$27.66
FD2	EMS DIST #02	0.036100	$28,900	$28,900	$10.43
GHD	HIDALGO COUNTY	0.590000	$28,900	$28,900	$170.51
JCC	SOUTH TEXAS COLLEGE	0.150000	$28,900	$28,900	$43.35
R02	ROAD DIST 02	0.000000	$28,900	$28,900	$0.00
SEE	EDCOUCH ELSA	1.258000	$28,900	$13,900	$174.86
SST	SOUTH TEXAS SCHOOL	0.049200	$28,900	$28,900	$14.22
	Total Tax Rate:	2.179000			
				Taxes w/Current Exemptions:	$441.03
				Taxes w/o Exemptions:	$629.73

Improvement / Building

Improvement #1: RESIDENTIAL **State Code:** A1 **Living Area:** 1416.0 sqft **Value:** $21,772

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MA	MAIN AREA	WDLW	DWD	1992	840.0
ADD	ADDITION	WDLW		1992	240.0
ENC	ENCLOSED ADD	WDLW		1992	144.0
CAN	CANOPY	WDLW		1992	144.0
ADD	ADDITION	WDLW		1992	192.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	AC	ACREAGE	0.1100	4791.60	0.00	0.00	$7,128	$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2014	$21,772	$7,128	0	28,900	$0	$28,900
2013	$22,464	$7,128	0	29,592	$0	$29,592
2012	$23,154	$7,128	0	30,282	$21	$30,261
2011	$23,844	$7,128	0	30,972	$3,462	$27,510

2010	$24,536	$7,128	0	31,664	$6,655	$25,009
2009	$25,227	$7,128	0	32,355	$9,620	$22,735
2008	$19,154	$3,920	0	23,074	$2,406	$20,668
2007	$19,780	$3,935	0	23,715	$4,926	$18,789
2006	$20,473	$3,935	0	24,408	$7,327	$17,081
2005	$9,734	$1,912	0	11,646	$0	$11,646
2004	$10,361	$1,912	0	12,273	$0	$12,273
2003	$10,781	$1,912	0	12,693	$0	$12,693

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	7/20/2001 12:00:00 AM	GFD	GIFT DEED	BARRERA SERV	BARRERA JUAN			990513
2	10/28/1994 12:00:00 AM	CONV	CONVERSION	EBERL JOHN T	BARRERA SERV			417065

Tax Due

Property Tax Information as of 04/16/2014

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

Website version: 1.2.2.2

Database last updated on: 4/15/2014 2:01 AM

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This site only supports Internet Explorer 6+, Netscape 7+ and Firefox 1.5+.

AI-43831 **Monthly Fee Reports 5. A.**

CC CONSENT

Meeting Date: 04/29/2014

Submitted By: Sabrina Guerra, DISTRICT CLERK

Department: DISTRICT CLERK

Information

CAPTION

District Clerk's Office:
Revised Monthly Fee Report- January 2014

BACKGROUND

Attachments

Revised Report Jan '14

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/22/2014 11:53 AM
Manuel Chapa	Manuel Chapa	04/22/2014 01:39 PM
Auditor's Office	Monica Badillo	04/25/2014 05:12 PM

Form Started By: Sabrina Guerra Started On: 03/27/2014 02:30 PM

Final Approval Date: 04/25/2014

HIDALGO COUNTY DISTRICT CLERK MONTHLY FEE REPORT

PAGE 1 OF 3

FOR THE MONTH OF **JANUARY 2014**

DISTRICT COURT FEES (LGC 133.151(a)(1)&(a)(2))	# OF CASES			Revised 3/18/2014	
DIVORCE & FAMILY LAW CASES	# 254	Cases To Report	= $ 11,135.51		
PARTIAL PAYMENT				1100-207-20-000-051-0-000	$ 11,135.51
OTHER THAN DIVORCE/FAMILY	# 767	Cases To Report	= $ 38,248.96		
PARTIAL PAYMENT				1100-207-20-000-052-0-000	$ 38,248.96
INDIGENT LEGAL SERVICES (LGC 133.152 (a)(1)-(2))					
DIVORCE & FAMILY LAW CASES	# 299	Actions To Report	= $ 1,494.58		
PARTIAL PAYMENT					
OTHER THAN DIVORCE/FAMILY	# 841	Actions To Report	= $ 8,342.04		
PARTIAL PAYMENT				1100-207-20-000-050-0-000	$ 9,836.62
JUDICIAL SUPPORT FEE (LGC 133.154) @37.00AFTER 12/1/05	# 4	Cases To Report	= $ 148.00		
PARTIAL PAYMENT					
JUDICIAL SUPPORT FEE (LGC 133.154) @$42.00AFTER 1/1/08	# 1012	Cases To Report	= $ 42,179.99		
PARTIAL PAYMENT				1100-207-20-000-055-0-000	$ 42,327.99
FAMILY PROTECTION FEE (GC 51.961) AFTER 6/15/07@$15.00				1100-341-10-090-011-0-000	$ 2,835.00

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

CLERK COST (GC 51.317(b)(1)&(b-1))	$ 51,336.99		
OTHER CLERK COST (GC51.317-319)	$ 41,507.46	$ 92,844.45	
TIME PAYMENT (LGC 133.103) @$10.00		$ 1,799.06	
PHOTO & CERTIFIED COPIES (GC 51.318(b)(7)-(8))		$ 16,540.00	
OTHER FEES: REGISTRY ADMINISTRATION FEE (LGC 117.055)		$ 436.14	
REGISTRY ADMINISTRATION INTEREST (LGC 117.054)		$ 199.47	
NSF CHECK FEE (LGC 118.141)		$ 10.00	
STOP PAYMENT CHARGE (LGC 118.141 (b)(1)-(2))		$ -	
TOTAL CLERK'S FEES		1100-341-10-090-001-0-000	$ 111,829.12
INTEREST EARNED FOR THE MONTH OF JANUARY 2014		1100-361-11-000-005-0-000	$ -

COURT FEES:				
DISTRICT ATTORNEY (CCP 102.008)		1100-341-10-090-007-0-000	$	311.31
DISTRICT ATTORNEY BOND FORFEITURES COMMISSIONS (GC 41.005)		1100-341-10-090-008-0-000	$	-
PROTECTIVE ORDER (D.A. FEES, FC 71.04) @$150.00		1100-341-10-000-003-0-000	$	-
TIME PAYMENT ADMINISTRATION OF JUSTICE (LGC 133.103) @$ 2.50		1100-341-10-090-002-0-000	$	449.77
TIME PAYMENT (LGC 133.103) @ $12.50		1100-207-20-000-005-0-000	$	2,248.83
LOCAL (CRIMINAL) TRANSACTION FEE (CCP 102.072)@$2.00		1100-341-10-090-003-0-000	$	2,878.00
APPELLATE JUD. SYS. FUND (GC 22.2141) @$5.00		1100-207-20-000-001-0-000	$	4,288.39
STATEWIDE E-FILING FEE (GC 51.851) 9/1/13 @ $20.00		1100-207-20-000-068-0-000	$	19,418.61
MASTER COURT FEES (14.82gFC) @$7.00		1100-341-10-090-004-0-000	$	-
JURY FEES (CCP 102.004) @$30.00		1100-341-10-090-005-0-000	$	18,802.45
PASSPORT EXECUTION FEE @$25.00		1100-341-10-090-013-0-000	$	1,050.00
PASSPORT PHOTO FEE @$15.00		1100-341-10-090-014-0-000	$	260.00
RECORDS ARCHIVE AND PRESERVATION FEE (GC 51.305) 8/01/09 @ $5.00		1100-341-10-090-015-0-000	$	10,135.03
DOMESTIC RELATIONS OFFICE FEE (FC 203.005)		1100-341-10-090-016-0-000	$	3,642.23
E-FILING TRANSACTION FEE (GC 72.031) 1/1/14 @ $2.00		1100-341-10-090-018-0-000	$	14,078.00
TAX A/C SCOFFLAW FEE (TC 502.010 (l)) @ $20.00		1100-341-10-140-050-0-000	$	2,650.66
SHERIFF FEES (CCP 102.011) $ 22,151.08				
SHERIFF FEES (HCSO) $ 5,945.88		1100-342-10-090-001-0-000	$	28,096.96
CONSTABLE FEES(CCP 102.011) PCT. 1		1100-342-10-291-000-0-000	$	-
PCT. 2		1100-342-10-292-000-0-000	$	1,474.13
PCT. 3		1100-342-10-293-000-0-000	$	1,802.80
PCT. 4		1100-342-10-294-000-0-000	$	2,804.52
PCT. 5		1100-342-10-295-000-0-000	$	-
PUBLIC DEFENSE ATTY'S FEES (CCP 26.05)		1100-351-20-090-001-0-000	$	19,890.12
FINES (LGC 113.004)		1200-351-10-090-000-0-000	$	64,746.33
BOND FORFEITURES (CCP 22.16)		1200-352-10-090-001-0-000	$	-
PRE-TRIAL DIVERSION PROGRAM FEES (CCP 102.0121 (a))		1225-341-10-060-000-0-000	$	5,000.00
COURTHOUSE SECURITY FUND (291.008 LGC/102.017 CCP)		1241-341-10-090-001-0-000	$	5,959.61
# _____ CIVIL FILINGS X $5.00 =	$ 4,976.59			
# _____ FELON. CONV.X $5.00 =	$ 983.02			
# _____ MISD.CONV. X $3.00 =	$ -			
COUNTY RECORDS PRESERVATION (GC 51.708)		1238-341-10-090-001-0-000	$	9,918.01
COUNTY RECORDS MANAGEMENT & PRESERVATION (GC 51.317/ CCP 102.005)		1238-341-20-090-001-0-000	$	10,448.08
# _____ CIVIL FILINGS X $5.00 =	$ 5,988.68			
# _____ CRIM CONV. X $22.50 =	$ 4,459.40			
DISTRICT CLERK RECORDS MANAGEMENT & PRESERVATION (GC 51.317 (b)(4))		1235-341-10-090-000-0-000	$	6,579.76
# _____ CIVIL FILINGS X $5.00 =	$ 6,121.39			
# - CRIM FILINGS X $2.50 =	$ 458.37			
COURT REPORTER SERVICE FEE (GC 51.601) @$15.00		1239-341-10-090-001-0-000	$	13,483.98
JUVENILE DELINQUENCY PREVENTION FUND (CCP 102.0171) @$5.00		1240-341-10-090-001-0-000	$	-
LAW LIBRARY FEES (LGC 323.023) @$30.00		1247-341-10-090-001-0-000	$	30,897.83

OTHER COURT FEES:			
CRIMINAL CLERK FEE (CCP ART. 102.005)	$ 7,995.77		
LAW ENFORCEMENT LAB COSTS(CCP ART 42.12 SEC 11)	$ -		
CRIME STOPPERS - ADULT PROBATION DEPT.	$ -		
MOTHERS AGAINST DRUNK DRIVING	$ 50.00		
WOMEN TOGETHER EMERGENCY SHELTER	$ -		
ESTRELLA'S HOUSE	$ -		
ATTORNEY AD-LITEM	$ -		
SUBTOTAL		$ 8,045.77	
LESS: LAW ENFORCEMENT LAB COSTS		$ -	
LESS: CRIME STOPPERS		$ -	
LESS: MOTHERS AGAINST DRUNK DRIVING		$ (50.00)	
LESS: WOMEN TOGETHER EMERGENCY SHELTER		$ -	
LESS: ESTRELLA'S HOUSE		$ -	
LESS: ATTORNEY AD-LITEM		$ -	
TOTAL OTHER COURT FEES		1100-341-10-090-005-0-000	$ 7,995.77

3/27/14 $ 3/27/14

HIDALGO COUNTY DISTRICT CLERK MONTHLY FEE REPORT
PAGE 2 OF 3
FOR THE MONTH OF JANUARY 2014

CONSOLIDATED COURT COST(LGC133.102)	1/1/04 FEL@$133.00 A&B MISD@$83.00 MISD@$40.00 FEL@$80.00 A&B MISD@40.00 MISD@$17.00	1100-207-20-000-015-0-000	$ 25,619.79
CRIMINAL JUSTICE FEES (CCP 102.51)	PRIOR 8/31/97 FEL @ $20.00 MISD @ $10.00	1100-207-20-000-003-0-000	$ 20.00
BREATH ALCOHOL TESTING (CCP 102.016)	9/1/91-8/31/97 @$30.00	1100-207-20-000-006-0-000	$ -
COMPREHENSIVE REHABILITATION (CCP 102.81)	9/1/91-8/31/97 @$25.00	1100-207-20-000-008-0-000	$ 22.00
LAW ENFORCE EDUC. FUND(GC 415.082)	PRIOR 8/29/93@ $1.00, 8/30/93-8/31/95 @$1.50 9/1/95-	1100-207-20-000-011-0-000	$ -
CRIME STOPPERS (CCP 102.013) @ $2.00	9/1/89-8/31/97 @$2.00	1100-207-20-000-014-0-000	$ 2.00
ABUSED CHILDREN'S COUNSELING (CCP 37.072)		1100-207-20-000-016-0-000	$ -
JUVENILE CRIME & DELINQUENCY(CCP 102.075 (m))	9/1/97-8/31/01 @$0.25, 9/1/01-12/31/03 @$0.50	1100-207-20-000-007-0-000	$ 1.65
FUGITIVE APPREHENSION FUND (CCP 102.19)	9/1/97-12/31/03 @$5.00	1100-207-20-000-009-0-000	$ 21.79
CRIME VIC. COMP. FUND (CCP 56.55)	9/1/85-8/31/93 FEL @$20.00 MISD @$15.00 9/1/93-	1100-207-20-000-017-0-000	$ 215.66
JUDICIAL&COURT PERSON. TRAINING (GC 56.001)	9/1/85-8/30/99 @$1.00, 8/31/99-12/31/03 @$2.00	1100-207-20-000-027-0-000	$ 8.67
CORRECTIONAL MGMT INST OF TX (CCP 102.075(n))	9/1/01-12/31/03 @ $0.50	1100-207-20-000-029-0-000	$ 1.00
STATE AGENCY ARREST FEES (CCP 102.011, LGC 133.104)			
DPS: @ $35.00		1100-207-20-000-019-0-000	$ 832.59
TABC: @ $35.00		1100-207-20-000-020-0-000	$ 4.71
P&W: @ $35.00		1100-207-20-000-021-0-000	$ -
DNA TESTING FEE (CCD 102.020,GC 411.1471(a)(1) or (a)(2) $250.00, GC 411.1471(a)(3) $50.00)		1100-207-20-000-030-0-000	$ 1,136.54
JUVENILE PROBATION DIVERSION FUND (FC ART 54.0411) @ $20.00		1100-207-20-000-033-0-000	$ -
JURY SERVICE FUND (SB 1704) @$4.00		1100-207-20-000-053-0-000	$ 706.75
JUDICIAL SUPPORT FEE - STATE -(LGC 133.105) @$3.40		1100-207-20-000-054-0-000	$ 908.55
JUDICIAL SUPPORT FEE - COUNTY -(LGC 133.105) @$0.60		1100-341-10-090-009-0-000	$ 104.16
STATE TRAFFIC FEE (TRC 542.4031)	AFTER 9/1/03 @$30.00	1100-207-20-000-035-0-000	$ -
NONDISCLOSURE FEE (GC 411.081(d)-(h)) # 0 cases	AFTER 9/1/03 @$28.00	1100-207-20-000-037-0-000	$ -
EXPUNGEMENT OF OFFENSES FOR MINORS (CCP 102.006 AND GC103.021)	AFTER 1/1/06@$30.00	1100-341-10-090-010-0-000	$ -
DRUG COURT FEE-STATE (CCP 102.0178) AFTER 8/15/07		1100-207-20-000-058-0-000	$ 3,930.92
EMS TRAUMA FUND (CCP 102.0185 PC CHAP.49)	AFTER 1/1/04 @$100.00	1100-207-20-000-038-0-000	$ 2,442.99
INDIGENT DEFENSE REPRESENTATION FUND (LGC 133.107)	AFTER 1/1/08 @$ 2.00	1100-207-20-000-059-0-000	$ 316.94
DNA COMMUNITY SUPERVISION - DNA TESTING (CCP102.020)	AFTER 1/1/10 @ $34.00	1100-207-20-000-063-0-000	$ 2,843.78
DNA COMMUNITY SUPERVISION - JUVENILE - DNA TESTING (CCP 102.020)	AFTER 1/1/10 @$50.00	1100-207-20-000-064-0-000	$ -
COUNTY & DISTRICT COURT TECHNOLOGY FUND (CCP 102.0169)	AFTER 1/1/10@ $4.00	1255-341-10-090-000-0-000	$ 554.68
COUNTY CHILD ABUSE PREVENTION FUND (CCP 102.0186)	AFTER 1/1/06@$100.00	1234-341-10-090-000-0-000	$ 317.13
MENTAL HEALTH EXPERTS COMPENSATION		1100-360-00-000-000-0-000	$ -
RESTITUTION FEE / STATE (CCP 42.037)	AFTER 1/1/06 @$6.00		$ -
RESTITUTION FEE / COUNTY (CCP 42.037)	AFTER 1/1/06 @$6.00		$ -
FAILURE TO APPEAR - STATE (TRANS. CODE 706.006-.007)	AFTER 7/5/11 @$20.00	1100-207-20-000-066-0-000	$ 1,590.72
FAILURE TO APPEAR - DISTRICT CLERK (TRANS. CODE 706.006-.007)	AFTER 7/5/11 @$4.00	1100-341-10-090-017-0-000	$ 318.16
FAILURE TO APPEAR - OMNI BASE (TRANS. CODE 706.006-.007)	AFTER 7/5/11 @$6.00	1100-202-00-000-019-0-000	$ 477.22
E-FILING COST ON CONVICTION FEE (GC 102.0415) 9/1/13 @ $5.00		1100-207-20-000-071-0-000	$ 475.08
DUE TO GENERAL (95' COMPTROLLER AUDIT)		1100-360-00-000-000-0-000	$ -
TOTAL FEES COLLECTED FOR PAYMENT TO COUNTY TREASURER		1100-227-30-000-019-0-000	$ 548,397.86
TOTAL CASH RECEIVED			$ 560,304.36
LESS: AMOUNT PAID TO COUNTY TREASURER	$ 548,397.86		
AMOUNT DUE TO COUNTY TREASURER	$ -		
AMOUNT OVERPAID TO COUNTY TREASURER	$ -		
OTHER DISBURSEMENTS	$ 5,184.00		
TOTAL DISBURSEMENTS			$ 553,581.86
NET AMOUNT AVILABLE FOR DEPOSIT TO CLERK'S FEE ACCOUNT			$ 6,722.50

PROOF:

AMOUNT RECEIVED:	$ 8,972.50
AMOUNT LIQ.:	$ (2,300.00)
CRIME STOPPERS (ADULT PROBATION):	$ -
LAW ENFORCEMENT LAB COSTS (DPS):	$ -
MOTHERS AGAINST DRUNK DRIVING	$ 50.00
WOMEN TOGETHER EMERGENCY SHELTER	$ -
ESTRELLA'S HOUSE	$ -
ATTORNEY AD-LITEM	$ -
ADULT PROBATION:	$ -
SHORTAGE/OVERAGE	$ -
NET AMOUNT	$ 6,722.50

2/7/14

HIDALGO COUNTY DISTRICT CLERK MONTHLY FEE REPORT
PAGE 3 OF 3
FOR THE MONTH OF JANUARY 2014

REMITTANCES TO COUNTY TREASURER:

	DATE	CHECK NUMBER	AMOUNT	TREASURER REC #
CIVIL1)	01/27/14	42521	$ 35,800.57	172214
CIVIL2)	02/06/14	42527	$ 100,318.88	172560
CIVIL3)	02/06/14	42530	$ 92,523.11	172563
CIVIL4)	02/06/14	~~0~~ 42532	$ 69,525.50	~~0~~ 172631
CIVIL5)	02/06/14	42531	$ 94,401.27	172564
CIVIL6)		0	$ -	0
CIVIL7)		0	$ -	0
CIVIL8)		0	$ -	0
CIVIL9)		0	$ -	0
CRM1)	01/14/14	42494	$ 16,224.50	171862
CRM2)	01/21/14	42514	$ 26,731.73	171941
CRM3)	01/21/14	42513	$ 15,405.00	171942
CRM4)	01/17/14	42499	$ 21,950.25	171944
CRM5)	01/27/14	42520	$ 13,146.00	172215
CRM6)	02/06/14	42526	$ 15,669.56	172565
CRM7)	02/06/14	42525	$ 13,585.24	172567
CRM8)	02/06/14	42529	$ 19,765.00	172569
CRM9)	02/06/14	42528	$ 13,351.25	172570
CRM10)			$ -	
TOTAL AMOUNT OF REMITTANCES			**$ 548,397.86**	

PREPARED BY: V. Gonzalez 2/11/14
BOOKKEEPER DATE

REVIEWED BY: Suzanne D. Mata 2/7/14
ACCOUNTANT DATE

INTERNAL AUDITOR DATE

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

Willdr Vanhook 2/11/14
DISTRICT CLERK OR DESGINEE SIGNATURE DATE

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

AI-44176 **Monthly Fee Reports 5. B.**

CC CONSENT

Meeting Date: 04/29/2014

Submitted By: Roy Cazares, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

District Attorney's Office Checks Monthly Report - March 2014

BACKGROUND

District Attorney's Office Checks Monthly Report - March 2014

Attachments

DAHC032014

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/17/2014 09:47 AM
Manuel Chapa	Manuel Chapa	04/22/2014 01:17 PM
Auditor's Office	Monica Badillo	04/25/2014 05:12 PM

Form Started By: Roy Cazares Started On: 04/17/2014 09:34 AM

Final Approval Date: 04/25/2014

HIDALGO COUNTY TEXAS
DISTRICT ATTORNEY PROCESSING FEES REPORT
FOR THE MONTH ENDED March 31, 2014

COPY

MONIES RECEIVED

BEGINNING RECEIPT #	99445	ENDING RECEIPT #	99662

TOTAL RECEIPTS FOR THIS MONTH:	218
TOTAL RECEIPTS VOIDED THIS MONTH:	3

Restitution Collected This Month *PC Ch. 32.41 (e)*	$105,785.71
Court Costs Collected This Month *CCP Art. 102.0071*	7,778.00
Processing Fees Collected This Month *CCP Art. 102.007 (c)*	11,251.09
Merchant Fees Collected This Month *BCC Ch. 3.506 (b)*	3,040.00
Overpayments/Refunds for This Month	69.44
Interest Earned on Bank Acct. *LGC 113.021 (c)*	0.00
Total Collections for This Month	$127,924.24

DISBURSEMENTS

BEGINNING CHECK #	2492	ENDING CHECK #	2665

TOTAL CHECKS FOR THIS MONTH:	174
TOTAL CHECKS VOIDED THIS MONTH:	0

Restitution Disbursed This Month	$105,827.15
Court Costs Disbursed This Month	7,778.00
Processing Fees Disbursed- County Treasurer	11,251.09
Merchant Fees Disbursed This Month	3,040.00
Refunds of Overpayments to Defendants	28.00
Interest Paid to General Fund	0.00
Reissue Checks Disbursed This Month	0.00
Voided Checks This Month	0.00
Total Disbursements for This Month	$127,924.24

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

Hidalgo County Criminal District Attorney — Date: 4/7/14

Prepared By — Date: 4-7-14

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

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

AI-44199 **Tax Refunds 6. A.**

CC CONSENT

Meeting Date: 04/29/2014

Submitted By: Norma Briones, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

Account Number	Payer	Amount
W2765.00.000.0001.00	POSTEL-MCALLEN LLC	$7,398.58

BACKGROUND

Attachments

CommCourt05062014

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/22/2014 04:12 PM
Obdett Calzada	Obdett Calzada	04/23/2014 04:14 PM
Auditor's Office	Monica Badillo	04/25/2014 05:12 PM

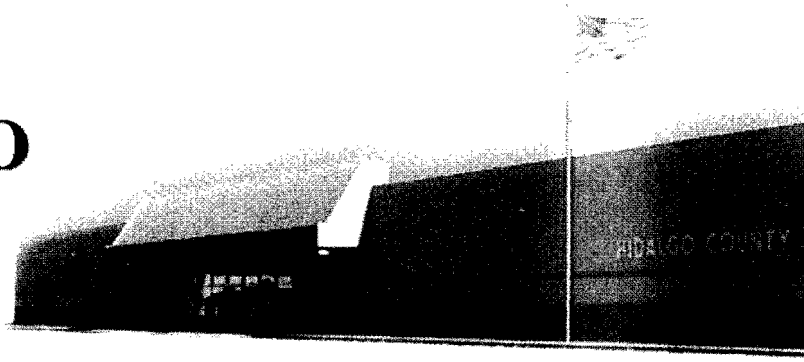
Form Started By: Norma Briones Started On: 04/22/2014 03:36 PM

Final Approval Date: 04/25/2014

Office of Tax Assessor - Collector

COUNTY of HIDALGO

Pablo "Paul" Villarreal, Jr. RTA



P.O. Box 178
Edinburg, Texas 78540-0178
Ph. (956) 318-2157
Fax (956) 318-2733
www.hidalgocountytax.org

April 17, 2014

The Honorable Ramon Garcia
Hidalgo County Commissioners
Edinburg, Texas 78539

Re: See attached list

Gentlemen:

The Hidalgo County District Court has ordered a correction to the tax roll as allowed by Property Tax Code Section 42.43. This correction decreased the tax liability of the property owner(s). Since taxes had been previously paid, our office determined that the tax roll correction resulted in a tax refund over $2,500.00 dollars due to the taxpayer(s). The County Auditor has also agreed with our determination. As a result, I respectfully request that the Commissioner's Court approve the enclosed application(s) for a tax refund as recommended by the County Auditor.

When completed, please return the attached to our office. Thank you for your assistance in this matter.

Respectfully,

Pablo (Paul) Villarreal, Jr., RTA

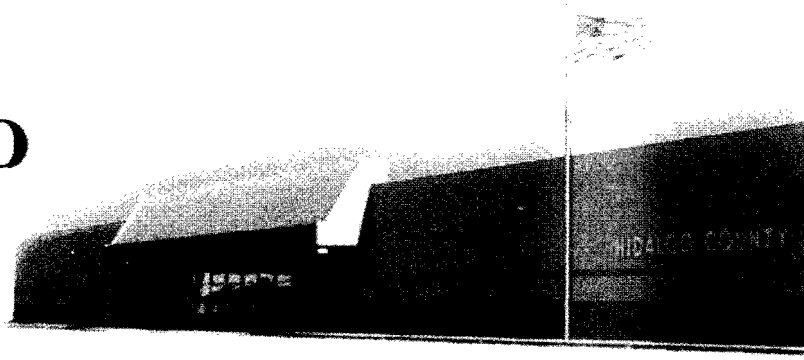
nlr

Enclosure

Office of Tax Assessor - Collector

COUNTY of HIDALGO

Pablo "Paul" Villarreal, Jr. RTA



P.O. Box 178
Edinburg, Texas 78540-0178
Ph. (956) 318-2157
Fax (956) 318-2733
www.hidalgocountytax.org

ACCOUNT NUMBER	PAYER	AMOUNT
W2765.00.000.0001.00	POSTEL- MCALLEN LLC	$7,398.58

APPLICATION FOR TAX REFUND

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

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

Step 1: Owner's name and address

Owner's name
POSTEL-MCALLEN LLC 4

Present mailing address *(number and street)*
11210 STEEPLECREST DR STE 260 4

City, town or post office, state, ZIP code	Phone *(area code and number)*
HOUSTON, TX 77065 4	

Legal description (or attach copy of the tax bill or tax receipt): WEST 83 INDUSTRIAL PARK LOT 1

Step 2: Describe the property

Address or location of property:

654747 4

Account number of property:

W2765.00.000.0001.00 4 OR 25536740

Tax receipt number:

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2013 4	01/31 / 2014	$ 36,698.98 4	$ 7,398.58 4
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 7,398.58 1

Taxpayer's reason for refund *(attach supporting documentation)*: COURT ORDER # C-4914-13-C

PER ORDER PAY BY 05-07-2014

NR

Step 4: sign the form

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

sign here ➡ Signature	Date of application for tax refund

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 4-11-14

sign here ➡ Authorized officer	Date
Megan	4/15/14
sign here ➡ Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)*	Date
Paul Williams	4/8/14

4/10

AI-44216 **Membership Dues 7. A.**

CC CONSENT

Meeting Date: 04/29/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

County Commissioners (1100):
Approval to pay Hidalgo County membership dues with authority for County Treasurer to issue check once auditing procedures are completed by County Auditor for the following:

Vendor	Amount	Year	Acct. #	Req. #
US/Mexico Border Counties Coalition	11,314.08	2014	4-1100-413-30-125-004-0-810	255724

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-413-30-125-004-0-xxx

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

BUDGETARY IMPACT:

Funds available through requisition #255724.

Attachments

invoice/affidavit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/23/2014 11:52 AM
Auditor's Office	Monica Badillo	04/25/2014 05:12 PM

Form Started By: Monica Badillo Started On: 04/23/2014 11:12 AM

Final Approval Date: 04/25/2014

Invoice

The United States/Mexico Border Counties Coalition

El Paso Office
3414 Montana
El Paso, Texas 79903

Phone # (915) 525-9040 david@acr-dc.com
Fax # www.bordercounties.org

Date	Invoice #
10/1/2013	720

Bill To

The Honorable Ramon Garcia
Hidalgo County
PO Box 1356
Edinburg TX 78540

Description	Amount
USMBCC Annual Dues 2013/2014	11,314.08

INVOICE RECEIVED BY: [signature] on 4/16/14
GOODS/SERVICES RECEIVED BY:
Laura T. on 2014

4-1100-413-30125-004-0-810
Req. #255724

Please remit to above address. Thanks!

Total $11,314.08

US / MEXICO
BORDER COUNTIES COALITION

3414 Montana· El Paso, Texas · 79903
(915) 525-9040
www.bordercounties.org

RECEIVED
OCT 15 2013
COUNTY JUDGE

October 10, 2013

Dear Coalition Member:

Enclosed for your consideration is the US/Mexico Border Counties Coalition 2013/2014 membership dues invoice.

Yes, budgets are strained – the impacts of sequestration are being felt at the local level and Congress is at an impasse. The unintended consequences of increased border security are being seen and felt between and at our ports of entry. Long-standing programs vital to our local economies, such as the State Criminal Alien Assistance Program and the Southwest Border Prosecution Initiative, remain under constant attack by misguided budget hawks in Congress. Earmarks, upon which the Coalition derived funding for important studies, are no longer available.

All this suggests that your support and participation are more important than ever. If the Border is to be heard, we must stand as one and work together. Your support and participation are critical to our success.

The Coalition has been working diligently to address these concerns. Currently, we are working to secure legislation that would authorize the Department of Homeland Security and Border Patrol especially, to enter into intergovernmental agreements to assist border counties in the maintenance of county roads of which they are the primary users.

We have recently amended our By-Laws to increase the size of the Executive Committee, the net effect of which is to increase Texas representation on the Executive Committee - but only if you participate.

Our annual Border Conference is being held next week in Sunland Park, New Mexico (adjacent to El Paso). This is your opportunity to advance your interest in concert with colleagues from throughout the border. Our members from California, Arizona and New Mexico are united in their support and they need yours. Please join us if you can.

If you are already a participating member, please renew your membership as soon as possible. If you have never joined or participated, please give this your careful consideration and lend your voice and support to your fellow border counties.

Thank you for your attention and your support.

Sincerely,

David Austin

Enclosure

RECEIVED
OFFICE OF EXECUTIVE OFFICER
ON: 11/14/13 BY: Laura T.

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, Ramon Garcia, do hereby state that membership in the The US/Mexico Border Counties Coalition, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

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

FOR STATEWIDE ASSOCIATIONS ONLY

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

SIGNATURE: _____ DATE: _____
TITLE: County Judge

Before me Monica Badillo, a Notary Public, appeared Ramon Garcia, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(S E A L)

_____
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-44115 **Head Start 8. A.**

CC CONSENT

Meeting Date: 04/29/2014

Submitted For: Teresa Flores Submitted By: Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Approval of Special Services Monthly Report: March 2014

BACKGROUND

Policy Council Approval: 04.23.14

Attachments

Special Srvs Report

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/16/2014 02:08 PM
Auditor's Office	Monica Badillo	04/25/2014 05:12 PM

Form Started By: Linda Galaviz Started On: 04/15/2014 02:37 PM

Final Approval Date: 04/25/2014

Hidalgo County Head Start Program

Policy Council Consent Agenda

DATE: April 23, 2014

SUBJECT: Approval of Special Services Monthly Report

RATIONALE/NEED: This report keeps the Policy Council Members informed on the number count of children with special needs.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Special Services Report: March 2014

****

INITIATED BY: Connie Horta, Special Services Director CS

REVIEWED BY: Nora S. Munoz, Assistant Program Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Special Services Program Report

Center	LEA Diagnosed	Pending LEA Referrals	# Receiving Rehab Services	Did Not Quality	Parent Refusal of Services	Total Center Enrollment	10% Quota
Alamo	11	0	3	0	0	117	12
Alton	19	1	7	3	1	100	10
Donna I	12	7	16	10	3	136	14
Donna II	6	0	3	1	0	60	6
Donna IV	6	1	5	0	1	33	3
Edcouch	13	8	9	0	1	182	18
Edinburg I	6	0	0	0	0	57	6
Edinburg II	3	0	1	0	0	34	3
Edinburg III	5	1	0	0	0	51	5
Edinburg IV	15	2	11	2	0	194	19
Edinburg V	17	3	5	0	0	154	15
Elsa	7	1	2	0	0	57	6
Hidalgo	9	0	2	1	0	54	5
La Herencia	5	0	0	0	0	52	5
La Joya	9	1	2	0	0	94	9
Las Milpas I	13	2	4	0	1	114	11
Las Milpas II	7	0	0	0	0	51	5
Austin 1 Stop	25	2	4	1	0	135	14
McAllen IV	8	0	2	1	0	51	5
McAllen V	10	0	3	0	0	57	6
McAllen VI	7	1	6	0	0	51	5
Vine Terrace	5	1	4	0	1	56	6
Mercedes I	12	11	7	0	0	117	12
Mercedes II	4	1	0	0	0	34	3
Mission I	5	2	0	0	0	80	8
Mission II	13	6	6	0	0	148	15
Mission III	6	4	2	2	0	51	5
Mission IV	8	0	1	0	0	55	6
Monte Alto	4	1	1	0	0	37	4
Palmview I	11	0	3	0	0	100	10
Palmview II	16	1	4	0	0	160	16
Palmview III	10	9	9	2	0	120	12
Pharr	14	0	8	0	0	95	9
Progreso	9	1	2	0	0	57	6
San Carlos	10	0	0	0	0	80	8
San Juan I	6	2	0	0	0	54	5
San Juan II	19	1	12	0	0	179	18
Sullivan	6	8	2	0	0	94	9
UTPA	6	4	4	0	0	34	4
Weslaco I	6	0	3	4	0	77	8
Weslaco II	3	0	3	1	0	74	7
Weslaco III	10	1	2	0	0	97	10
Western Rd	10	0	4	0	0	57	6
Total	**406**	**83**	**162**	**28**	**8**	**3690**	**369**

10% Quota Met

Updated 04/08/2014

AI-44114 **Head Start 8. B.**

CC CONSENT

Meeting Date: 04/29/2014

Submitted For: Teresa Flores Submitted By: Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Approval of Texas Department of Agriculture Meals and Snacks Monthly Report: March 2014

BACKGROUND

Policy Council Approval: 04.23.14

Attachments

Meals-Snacks

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/16/2014 02:08 PM
Auditor's Office	Monica Badillo	04/25/2014 05:12 PM

Form Started By: Linda Galaviz Started On: 04/15/2014 02:34 PM

Final Approval Date: 04/25/2014

Hidalgo County Head Start Program

Policy Council Consent Agenda

DATE: April 23, 2014

SUBJECT: Approval of Texas Department of Agriculture Meals and Snacks Monthly Report

RATIONALE/NEED: This report will be presented to the Policy Council each month.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Meals and Snacks Report for March 2014

****

INITIATED BY: Gilbert Silva, Child Nutrition Director

REVIEWED BY: Edmundo Garcia, Assistant Program Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Texas Department of Agriculture
Hidalgo County Head Start Program
Meals and Snack Report

	Apr. '13	May '13	June/July '13	Aug. '13	Sept. '13	Oct. '13	Nov. '13	Dec. '13	Jan.'14	Feb.'14	*Mar.'14	Meal Totals
Breakfast	65,728	49,872	Centers closed	29,903	63,419	73,371	52,514	39,875	51,039	55,540	36,156	517,417
Lunch	64,795	47,228	Centers closed	29,995	63,526	73,338	52,397	38,789	51,293	55,747	35,835	512,943
PM Snack	56,662	40,681	Centers closed	28,264	57,464	66,469	45,536	33,902	47,190	51,987	32,263	460,418
Monthly Totals	187,185	137,781	0	88,162	Centers closed	213,178	150,447	112,566	149,522	163,274	104,254	1,306,369

*Preliminary

Rates for Free Meal Reimbursement Effective July 1, 2013 to June 30, 2014

Breakfast: $ 1.58

Lunch: $ 2.93

Cash in Lieu of Commodities (Lunch): $0.2325

Snack: $ 0.80

Submitted by: Gilbert Silva, Child Nutrition Director

AI-44113 **Head Start 8. C.**

CC CONSENT

Meeting Date: 04/29/2014

Submitted For: Teresa Flores Submitted By: Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Approval of Children's Applications for 2014-2015

BACKGROUND

Policy Council Approval: 04.23.14

Attachments

Children's Appls

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/16/2014 02:08 PM
Auditor's Office	Monica Badillo	04/25/2014 05:12 PM

Form Started By: Linda Galaviz Started On: 04/15/2014 02:32 PM

Final Approval Date: 04/25/2014

Hidalgo County Head Start Program

Policy Council Consent Agenda

DATE: April 23, 2014

SUBJECT: Approval of Children's Applications for Program Year 2014-2015

RATIONALE/NEED: The Children's Applications Sub-Committee has reviewed the children's applications to ensure that age and income eligibility requirements for enrollment have been met.

RECOMMENDATION: Administration recommends approval.

COST: None

RELATED INFORMATION INCLUDES: Children's Applications Report

****

INITIATED BY: Irma E. Pena, Family Services Director

REVIEWED BY: Edmundo Garcia, Assistant Program Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Hidalgo County Head Start Program

Application Status Report: PY 2014 - 2015 (Approval Date: 04/23/2014)

	Location (#of Rooms/Lic Cap)	Quota	Returning Students	1st Yr Students	Approved To Date	Pending Approval	Wait List	Vac
1	Alamo (6 - 119)	117	62	55		18		37
2	Alton (5 - 100)	100	45	55		1		54
3	Donna I (8 - 136)	136	69	67		41		26
4	Donna II (3 - 60)	60	30	30		24		6
5	Donna IV (2 - 33)	33	17	16		12		4
6	Edcouch (10 - 257)	182	90	92		46		46
7	Edinburg I (3 - 67)	57	28	29		24		5
8	Edinburg II (2 - 34)	34	14	20				20
9	Edinburg III (3 - 51)	51	25	26		10		16
10	Edinburg IV (10-194)	194	87	107		51		56
11	Edinburg V (8 - 182)	154	81	73		36		37
12	Elsa (3 - 64)	57	33	24				24
13	Hidalgo (3 - 60)	54	28	26		19		7
14	La Herencia (3 - 52)	52	28	24		27	3	
15	La Joya (5 - 116)	94	47	47		32		15
16	Las Milpas I (6 - 120)	114	57	57		21		36
17	Las Milpas II (3 - 51)	51	26	25		29	4	
18	Austin (7 - 178)	135	67	68				68
19	McAllen IV (3 - 51)	51	30	21		21	0	
20	McAllen V (3 - 67)	57	32	25		26	1	
21	McAllen VI (3 - 51)	51	26	25		26	1	
22	Mercedes I (6 - 119)	117	52	65		41		24
23	Mercedes II (2 - 34)	34	16	18		8		10
24	Mission I (4 - 110)	80	40	40		22		18
25	Mission II (8 - 148)	148	78	70		32		38
26	Mission III (3 - 51)	51	26	25		27	2	
27	Mission IV (3 - 62)	55	27	28		15		13
28	Monte Alto (2 - 40)	37	19	18				18
29	Palmview I (8 - 188)	100	40	60		20		40
30	Palmview II (8 - 192)	160	80	80		28		52
31	Palmview III (6 - 122)	120	56	64		36		28
32	Pharr (5 - 100)	95	64	31		35	4	
33	Progreso (3 - 60)	57	30	27		23		4
34	San Carlos (4 - 80)	80	40	40		30		10
35	San Juan I (3 - 60)	54	27	27		21		6
36	San Juan II (10 - 182)	179	77	102		28		80
37	Sullivan City (6 - 124)	94	58	36		19		17
38	UTPA (2 - 34)	34	17	17		24	7	
39	Vine Terrace (3 - 60)	56	27	29		25		4
40	Weslaco I (4 - 84)	77	26	51		33		18
41	Weslaco II (4 - 84)	74	38	36		2		34
42	Weslaco III (5 - 100)	97	48	49		20		29
43	Western Rd (3 - 69)	57	27	30		49	19	
	GRAND TOTAL	3690	1835	1855	0	1002	41	900

AI-44112 **Head Start 8. D.**

CC CONSENT

Meeting Date: 04/29/2014

Submitted For: Teresa Flores Submitted By: Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Approval of Financial Report: March 2014

BACKGROUND

Policy Council Approval: 04.23.14

Attachments

Financial Report

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/16/2014 02:07 PM
Auditor's Office	Monica Badillo	04/25/2014 05:12 PM

Form Started By: Linda Galaviz Started On: 04/15/2014 02:30 PM

Final Approval Date: 04/25/2014

Hidalgo County Head Start Program

Policy Council Consent Agenda

DATE: April 23, 2014

SUBJECT: Approval of Program Financial Report

RATIONALE/NEED: Approval is needed to comply with the Head Start Performance Standard 1304.51(h) (1).

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Financial Report: March 2014

****

INITIATED BY: Elma Keller, Chief Financial Officer

REVIEWED BY: Edmundo Garcia, Assistant Program Director

EXECUTIVE DIRECTOR'S APPROVAL:

Hidalgo County Head Start Program
Budget Report
Fund 19 - Head Start
From 03/01/2014 Through 03/31/2014

Account Title	Total Budget	YTD Expenditures	YTD Encumbrances	Total Budget Balance	Total Percent Budget Remaining	March Expenditures
SALARIES	16,005,673.18	3,201,506.38	0.00	12,804,166.80	80.00%	1,201,730.94
FRINGE BENEFITS	5,756,239.75	1,401,219.29	0.00	4,355,020.46	75.66%	488,665.07
OFFICE SUPPLIES	79,700.00	20,844.23	8,521.40	50,334.37	63.15%	11,877.82
CLASSROOM SUPPLIES	172,700.00	69,877.84	6,768.18	96,053.98	55.62%	29,943.18
MAINTENANCE SUPPLIES	229,483.00	62,439.72	9,019.01	158,024.27	68.86%	22,768.60
MEDICAL SUPPLIES	8,006.84	0.00	0.00	8,006.84	100.00%	0.00
OPERATIONAL SUPPLIES	53,450.00	6,639.30	0.00	46,810.70	87.58%	1,084.26
RENT	167,911.00	53,493.60	0.00	114,417.40	68.14%	13,208.40
UTILITIES	433,844.51	73,438.58	0.00	360,405.93	83.07%	46,241.25
TELEPHONE	214,200.00	57,644.84	0.00	156,555.16	73.09%	21,252.06
LOCAL TRAVEL	85,900.00	8,178.60	0.00	77,721.40	90.48%	28.56
VEHICLE MAINT/REPAIRS	225,000.00	58,311.46	23,230.59	143,457.95	63.76%	18,057.54
PROFESSIONAL SERVICES	92,500.00	8,643.00	4,500.00	79,357.00	85.79%	3,526.50
HEALTH SERVICES	6,000.00	0.00	1,000.00	5,000.00	83.33%	0.00
DENTAL SERVICES	15,000.00	70.00	1,000.00	13,930.00	92.87%	0.00
MENTAL HEALTH	20,000.00	11,625.00	3,150.00	5,225.00	26.13%	11,625.00
PRINTING	40,202.72	2,626.61	714.60	36,861.51	91.69%	2,626.61
INSURANCE	197,000.00	214,817.23	0.00	(17,817.23)	-9.04%	14,960.00
EQUIPMENT MAINT/REPAIRS	50,000.00	7,974.75	1,277.66	40,747.59	81.50%	3,222.52
CDA & T&TA	276,833.00	6,221.72	7,097.59	263,513.69	95.19%	(10,157.94)
DISABILITY SERVICES	5,000.00	1,527.50	720.00	2,752.50	55.05%	897.50
TOTALS	**24,134,644.00**	**5,267,099.65**	**66,999.03**	**18,800,545.32**	**77.90%**	**1,881,557.87**

AI-43983 **Auditor's Office 9. A.**

CC CONSENT

Meeting Date: 04/29/2014

Submitted By: Alvaro Chuc, AUDITOR'S OFFICE

Department: AUDITOR'S OFFICE

Information

CAPTION

1. Pursuant to Local Government Code Sections 114.023-.025, requesting approval of Monthly Financial Report for the Month of March 2014.

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

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/09/2014 01:30 PM
Obdett Calzada	Obdett Calzada	04/25/2014 10:27 AM
Auditor's Office	Monica Badillo	04/25/2014 05:12 PM

Form Started By: Alvaro Chuc Started On: 04/08/2014 01:11 PM

Final Approval Date: 04/25/2014

AI-44157 **Budget and Management 10. A.**

CC CONSENT

Meeting Date: 04/29/2014

Submitted For: Damaris SanMiguel Submitted By: Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2014 Salary Sweep (1100):
Approval to transfer lapsed salaries from various departments to County Wide Administration-Contingency.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: SEE BELOW

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

BUDGETARY IMPACT:

SEE ATTACHED SALARIES SWEEP WORKSHEET FOR FUNDING SOURCES AND AVAILIBILITY OF FUNDS.
AVAILABLE BALANCES REFLECTED IN ALIO AS OF 04/24/14.

*FUNDS HAVE BEEN EARMARKED FOR THE 1115 WAIVER UC-AID TO NONGOVT ACCOUNT (4-1100-444-00-240-004-0-843).
REF: AI 44257 CC 04/29/14.

Attachments

salary sweep

Form Review

Inbox	Reviewed By	Date
Auditor's Office	Ivan Cantu	04/17/2014 09:17 AM
Rosalinda Cantu	Rosie Cantu	04/24/2014 04:15 PM
Auditor's Office	Monica Badillo	04/25/2014 05:12 PM

Form Started By: Ivan Cantu Started On: 04/16/2014 02:33 PM

Final Approval Date: 04/25/2014

Hidalgo County

Department of Budget & Management

AI- 44157

1ST SALARIES SWEEP, OBJ. 112 & 113
AS OF TUESDAY, APRIL 15, 2014

			Amounts based on BAP Salary Schedule			ALIO	
Account No.	Obj. Code	Department Name	2014 Approved Budgeted Salary	Payroll Amount per Pay Period (D/26)	Remaining Estimated Salaries For Year-End (E*19.2)	Obj. 112 & 113 Available Balance as of 4-15-14	Salary Sweep (Obj. 112 & 113)
110041200061001	113	JP PCT 1/PL 1	159,809.00	6,146.50	118,012.80	130,366.53	(12,353.73)
110041200062001	113	JP PCT 1/PL 2	159,809.00	6,146.50	118,012.80	118,264.71	(251.91)
110041200064001	113	JP PCT 2/PL 2	125,819.00	4,839.19	92,912.49	99,589.95	(6,677.46)
110041200065001	113	JP PCT 3/PL 1	151,035.00	5,809.04	111,533.54	118,712.43	(7,178.89)
110041200067001	113	JP PCT 4/PL 1	192,987.00	7,422.58	142,513.48	146,537.53	(4,024.05)
110041200068001	113	JP PCT 4/PL 2	340,664.00	13,102.46	251,567.26	279,058.99	(27,491.73)
110041200069001	113	JP PCT 5/PL 1	125,819.00	4,839.19	92,912.49	93,373.19	(460.70)
110041200080002	113	CRIM DA	4,849,441.00	186,516.96	3,581,125.66	3,630,737.08	(49,611.42)
110041200080013	113	DA CIVIL LITIGATION	268,771.00	10,337.35	198,477.05	198,843.20	(366.15)
110041200090001	113	DIST CLERK	2,133,107.00	82,042.58	1,575,217.48	1,597,305.91	(22,088.43)
110041230085003	113	PUBLIC DEFENDER	593,172.00	22,814.31	438,034.71	434,646.39	3,388.32
110041300110077	113	PUBLIC AFFAIRS	190,301.00	7,319.27	140,529.97	160,313.01	(19,783.04)
110041300125001	113	EXECUTIVE OFFICE	448,641.00	17,255.42	331,304.12	350,650.11	(19,345.99)
110041400130001	113	ELECTIONS DEPT	719,786.00	27,684.08	531,534.28	535,077.07	(3,542.79)
110041500200001	113	INFORMATION TECHNOLOGY	958,685.00	36,872.50	707,952.00	737,986.23	(30,034.23)
110041514115001	113	BUDGET & MANAGEMENT	862,741.00	33,182.35	637,101.05	677,735.09	(40,634.04)
110041515140001	113	TAX OFF	4,340,058.00	166,925.31	3,204,965.91	3,232,113.21	(27,147.30)
110041516150001	113	CO TREASURER	487,248.00	18,740.31	359,813.91	362,057.36	(2,243.45)
110041518160001	113	PURCHASING	1,092,936.00	42,036.00	807,091.20	833,338.04	(26,246.84)
110041300110006	113	CO JUDGE	658,032.00	25,308.92	485,931.32	514,850.54	(28,919.22)
110041540180001	113	CO CLERK	2,082,291.00	80,088.12	1,537,691.82	1,560,561.83	(22,870.01)
110041550190002	113	HUMAN RESOURCES	375,412.00	14,438.92	277,227.32	284,899.78	(7,672.46)
110041910210001	113	PLANNING DEPT	694,591.00	26,715.04	512,928.74	523,616.80	(10,688.06)
110041940220001	113	FACILITIES MANAGEMENT	2,754,493.00	105,942.04	2,034,087.14	2,094,717.42	(60,630.28)
110041950125003	113	SAFETY	572,208.00	22,008.00	422,553.60	437,162.88	(14,609.28)
110042100080003	113	AUTOPSIES	82,560.00	3,175.38	60,967.38	62,891.74	(1,924.36)
110042100125011	113	TX DPS	138,642.00	5,332.38	102,381.78	103,532.10	(1,150.32)
110042100280001	113	SHERIFF	14,947,292.00	574,895.85	11,038,000.25	11,266,426.49	(228,426.24)
110042100291001	113	CONSTABLE PCT.1	623,618.00	23,985.31	460,517.91	465,746.52	(5,228.61)
110042100292001	113	CONSTABLE PCT.2	518,865.00	19,956.35	383,161.85	384,323.96	(1,162.11)
110042100293001	113	CONSTABLE PCT.3	695,951.00	26,767.35	513,933.05	518,428.50	(4,495.45)
110042100294001	113	CONSTABLE PCT.4	731,865.00	28,148.65	540,454.15	542,382.34	(1,928.19)
110042210300001	113	FIRE MARSHAL	279,002.00	10,730.85	206,032.25	221,946.58	(15,914.33)
110042300320034	113	ALTERNATIVE INCARCERATION PRG	210,380.00	8,091.54	155,357.54	158,016.12	(2,658.58)
110042321280002	113	JAIL	14,868,362.00	571,860.08	10,979,713.48	11,178,878.87	(199,165.39)
110042900110075	113	EMERGENCY MANAGEMENT	256,306.00	9,857.92	189,272.12	193,690.24	(4,418.12)

Hidalgo County

Department of Budget & Management

AI- 44157

1ST SALARIES SWEEP, OBJ. 112 & 113
AS OF TUESDAY, APRIL 15, 2014

			Amounts based on BAP Salary Schedule			ALIO	
Account No.	Obj. Code	Department Name	2014 Approved Budgeted Salary	Payroll Amount per Pay Period (D/26)	Remaining Estimated Salaries For Year-End (E*19.2)	Obj. 112 & 113 Available Balance as of 4-15-14	Salary Sweep (Obj. 112 & 113)
110043200121001	113	SANITATION PCT.1	559,195.00	21,507.50	412,944.00	421,154.50	(8,210.50)
110043200122001	113	SANITATION PCT.2	337,610.00	12,985.00	249,312.00	279,197.06	(29,885.06)
110043200123001	113	SANITATION PCT.3	1,044,233.00	40,162.81	771,125.91	823,757.07	(52,631.16)
110043200124001	113	SANITATION PCT.4	374,311.00	14,396.58	276,414.28	276,516.72	(102.44)
110044100340001	112	HEALTH ADM	111,606.00	4,292.54	82,416.74	85,441.69	(3,024.95)
110044100340001	113	HEALTH ADM	1,255,947.00	48,305.65	927,468.55	935,204.95	(7,736.40)
110044100340003	113	HEALTH CLINICS	2,992,042.00	115,078.54	2,209,507.94	2,289,343.09	(79,835.15)
110044400240001	113	HUMAN SERVICES	931,279.00	35,818.42	687,713.72	698,123.75	(10,410.03)
110044400240005	113	1115 WAIVER DSRIP	86,000.00	3,307.69	63,507.69	75,021.36	(11,513.67)
110044400360001	113	CHILD WELFARE	82,594.00	3,176.69	60,992.49	68,272.39	(7,279.90)
110044400370001	113	VETERAN'S SRV	128,921.00	4,958.50	95,203.20	95,599.97	(396.77)
110045200121013	113	PARKS PCT.1	510,395.00	19,630.58	376,907.08	397,398.56	(20,491.48)
110045200122008	113	PARKS PCT.2	403,558.00	15,521.46	298,012.06	324,436.56	(26,424.50)
110045200123008	113	PARKS PCT.3	357,502.00	13,750.08	264,001.48	316,992.36	(52,990.88)
110045200124009	113	PARKS PCT.4	333,698.00	12,834.54	246,423.14	256,146.84	(9,723.70)
110046600121050	113	PCT 1 CRC	65,898.00	2,534.54	48,663.14	48,775.68	(112.54)
110046600122018	113	PCT 2 CRC - SAN JUAN	121,144.00	4,659.38	89,460.18	91,338.45	(1,878.27)
110046600122082	113	PCT 2 CRC - ALAMO	114,770.00	4,414.23	84,753.23	89,740.36	(4,987.13)
			68,501,402.00	**2,634,669.31**	**50,585,650.71**	**51,821,240.10**	**(1,235,589.39)**

1100-415-00-115-002-0-899 CO WIDE ADM-CONTINGENCY **1,235,589.39**

TOTALS **-**

To sweep lapsed salaries (obj. 112 & 113) expenditures to the Co Wide Administration- Contingency account. 100 % of these funds have been earmarked for 1115 Waiver UC-Aid to Non-Govt Agency account.

AI-44225 **Purchasing Department 11. A.**

CC CONSENT

Meeting Date: 04/29/2014

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

Department: COMM. PCT. #4

Information

CAPTION

1. Acceptance and approval of Request for Payment Application No. 2 in the amount of $174,882.55, as submitted by NM Contracting, LLC, awarded contractor for the Hidalgo County Precinct No. 4- "Building Repairs/Renovations, Additions and/or Alterations to Restitution Center at 1124 "M" Road in Edinburg, TX" and as certified for payment by project architect, Dannenbaum Engineering- contract # C-13-234A-10-22.

2. Requesting approval of payment for invoice # 3009-14 in the amount of $12,744.00 submitted by Mata Garcia Architects in connection to C-13-119-10-02 (PO# 701993) for the Linn San Manuel Emergency Service Building.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1342-419-40-124-125-0-748/452

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

BUDGETARY IMPACT:

NM Contracting
PO# 704182
Funds available as of 04/23/14

FISCAL YEAR: 2014 ACCT. #: 4-1303-419-40-124-125-0-452

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

BUDGETARY IMPACT:

Funds available through PO#704182

FISCAL YEAR: 2014 ACCT. #: 4-1301-419-40-124-136-0-720

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

BUDGETARY IMPACT:

Mata Garcia Architects
PO#701993
Funds available as of 4/25/14

Attachments

Mata Garcia 3009-14

Mata Garcia- Subconsultants

NM Application #2

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/25/2014 11:40 AM
Glinda Pacheco	Glinda Pacheco	04/25/2014 04:20 PM
Auditor's Office	Monica Badillo	04/25/2014 05:12 PM

Form Started By: Veronica Lopez Started On: 04/23/2014 03:20 PM

Final Approval Date: 04/25/2014

MATA-GARCIA ARCHITECTS, L.L.P.
Architecture ~ Project Management ~ Interior Design

RECEIVED
APR 24 2014
BY: ....

Invoice for Architectural Services

Project: Hidalgo County Precinct 4
Linn San Manuel Emergency Services Building
Hidalgo County
Contract # C-13-119-10-02
PO # 701993

Owner: County of Hidalgo
1051 N. Doolittle
Edinburg, Texas 78542

Date: February 7, 2014 Invoice No: 3009-14 Architectural/Engineering Fee: $78,000.00

Scope of Work	% of Contract	Amount	% Completed to Date	Total Due to Date	Less previous payments	Amount Due this Request
Schematic Design	Mata-Garcia Arch.	$6,540.00	100%	$6,540.00	$6,540.00	$0.00
	LeFevre Engineer	$1,080.00	100%	$1,080.00	$1,080.00	$0.00
	Sigma HN Engineer	$3,000.00	100%	$3,000.00	$3,000.00	$0.00
	Chanin Engineering	$1,080.00	100%	$1,080.00	$1,080.00	$0.00
	Total (15%)	$11,700.00		**$11,700.00**	**$11,700.00**	**$0.00**
Design Development	Mata-Garcia Arch.	$8,720.00	100%	$8,720.00	$8,720.00	$0.00
	LeFevre Engineer	$1,440.00	100%	$1,440.00	$1,440.00	$0.00
	Sigma HN Engineer	$4,000.00	100%	$4,000.00	$4,000.00	$0.00
	Chanin Engineering	$1,440.00	100%	$1,440.00	$1,440.00	$0.00
	Total (20%)	$15,600.00		**$15,600.00**	**$15,600.00**	**$0.00**
Contract Documents Phase	Mata-Garcia Arch.	$17,440.00	95%	$16,568.00	$8,720.00	$7,848.00
	LeFevre Engineer	$2,880.00	50%	$1,440.00	$1,440.00	$0.00
	Sigma HN Engineer	$8,000.00	95%	$7,600.00	$4,000.00	$3,600.00
	Chanin Engineering	$2,880.00	95%	$2,736.00	$1,440.00	$1,296.00
	Total (40%)	$31,200.00		**$28,344.00**	**$15,600.00**	**$12,744.00**
Bidding Phase	Mata-Garcia Arch.	$2,180.00	0%	$0.00	$0.00	$0.00
	LeFevre Engineer	$360.00		$0.00	$0.00	$0.00
	Sigma HN Engineer	$1,000.00		$0.00	$0.00	$0.00
	Chanin Engineering	$360.00		$0.00	$0.00	$0.00
	Total (5%)	$3,900.00		$0.00	$0.00	$0.00
Construction Phase	Mata-Garcia Arch.	$7,848.00	0%	$0.00	$0.00	$0.00
	LeFevre Engineer	$1,296.00		$0.00	$0.00	$0.00
	Sigma HN Engineer	$3,600.00		$0.00	$0.00	$0.00
	Chanin Engineering	$1,296.00		$0.00	$0.00	$0.00
	Total (18%)	$14,040.00		$0.00	$0.00	$0.00

MATA-GARCIA ARCHITECTS, L.L.P.
Architecture ~ Project Management ~ Interior Design

RECEIVED
APR 25 2014
BY: VL

Invoice for Architectural Services

Project: Hidalgo County Precinct 4
Linn San Manuel Emergency Services Building
Hidalgo County
Contract # C-13-119-10-02
PO # 701993

Owner: County of Hidalgo
1051 N. Doolittle
Edinburg, Texas 78542

Date: February 7, 2014 Invoice No: 3009-14 Architectural/Engineering Fee: $78,000.00

Scope of Work	% of Contract	Amount	% Completed to Date	Total Due to Date	Less previous payments	Amount Due this Request
Project Close-Out Phase	Mata-Garcia Arch. LeFevre Engineer Sigma HN Engineer Chanin Engineering Total (2%)	$872.00 $144.00 $400.00 $144.00 $1,560.00	0%	$0.00 $0.00 $0.00 $0.00 $0.00	$0.00 $0.00 $0.00 $0.00 $0.00	$0.00 $0.00 $0.00 $0.00 $0.00
Contract Total		$78,000.00		**$55,644.00**	**$42,900.00**	**$12,744.00**

SIGMA HN
ENGINEERS, PLLC

701 S 15th St
McAllen, TX 78501
(956) 332-3206

RECEIVED
APR 25 2014
BY: ZZ

INVOICE

February 7, 2014

CLIENT:	PROJECT # 13023
Hector Rene Garcia , AIA Mata-Garcia Architects, LLP 1314 Ivy Ave, McAllen, TX 78501	Hidalgo County Precinct 4 Lin-San Manuel Emergency Services Facility

INVOICE FOR PROFESSIONAL SERVICES PERFORMED THROUGH 02/07/2014

MEP Engineering **$20,000.00**

Work by Phases					
Schematic Design	$20,000.00	x	15%	=	$3,000.00
Design Development	$20,000.00	x	20%	=	$4,000.00
Contract Documents	$20,000.00	x	40%	=	$8,000.00
Bidding Phase	$20,000.00	x	5%	=	$1,000.00
Construction Phase	$20,000.00	x	18%	=	$3,600.00
Warranty Phase	$20,000.00	x	2%	=	$400.00
Total				=	$20,000.00
Paid to Date:					
Schematic Design	$3,000.00	x	100%	=	$3,000.00
Design Development	$4,000.00	x	100%	=	$4,000.00
Contract Documents	$8,000.00	x	95%	=	$7,600.00
Bidding Phase	$1,000.00	x	0%	=	$0.00
Construction Phase	$3,600.00	x	0%	=	$0.00
Warranty Phase	$400.00	x	0%	=	$0.00
Total Work to Date				=	$14,600.00
Less previous payment				=	$11,000.00
Total Due Now				=	$3,600.00

Please make check payable to **SIGMA HN Engineers, PLLC** in the amount of **$3,600.00**

RECEIVED
APR 25 2014
BY: VL

CHANIN
ENGINEERING LLC

400 NOLANA SUITE N2
MCALLEN, TX 78504
TEL. 956.687.9421
FAX 956.687.3211

Invoice No.: 13234-2
Invoice Date: February 7, 2014

Mata-Garcia Architects, L.L.P
1314 Ivy Avenue
McAllen, TX 78501

Project Name:
Hidalgo County Precinct 4
Lin-San Manuel Emergency
Services Facility

INVOICE

Chanin Engineering	$7,200.00	
Work by Phases		
Schematic Design	$ 7,200.00 x 15%	$1,080.00
Design Development	$ 7,200.00 x 20%	$1,440.00
Contract Documents	$ 7,200.00 x 40%	$2,880.00
Bidding Phase	$ 7,200.00 x 5%	$360.00
Construction Phase	$ 7,200.00 x 18%	$1,296.00
Warranty Phase	$ 7,200.00 x 2%	$144.00
TOTALS:		$7,200.00

Paid to Date:		
Schematic Design	$ 1,080.00 x 100%	$1,080.00
Design Development	$ 1,440.00 x 100%	$1,440.00
Contract Documents	$ 2,880.00 x 95%	$2,736.00
Bidding Phase	$ 360.00 x 0%	$0.00
Construction Phase	$ 1,296.00 x 0%	$0.00
Warranty Phase	$ 144.00 x 0%	$0.00
Total Work to Date		$5,256.00
Less Previous Payment		3,960.00 pd ck23105, 1/22/14
Total Due		$1,296.00

Mata + Garcia Architects LLP

Unexpected Solutions | Unmatched Service | Unforgettable Experience

January 17, 2014

Mr. Joseph Palacios
Commissioner Precinct 4
County of Hidalgo
1051 North Doolittle Road
Edinburg, Texas 78542

Re: Luis Flores, Jr. Linn-San Manuel Emergency Services Facility – Hidalgo County Pct. 4

Commissioner Palacios:

We enclose a listing of the consultants (sub-consultants) we are collaborating with on this project:

Chanin Engineering
Structural Engineering
Miguel Chanin, P.E.,
400 Nolana, Suite D, McAllen, Texas 78504
Tel: 956.687.9421, Fax: 956.687.3211
miguel@chaninengineering.com

Sigma HN Engineers, PLLC
Mechanical/Electrical/Plumbing Engineering
Gabriel Hinojosa, P.E. / Antonio Nicanor, P.E.
701 South 15th Street, McAllen, Texas 78501
Tel: 956.332.3206, Fax: 956.687.5561;
gabrielhinojosa@sigmahne.com; tonynicanor@sigmahne.com

LeFevre Environmental & Management Consulting
Civil Engineering
Richard LeFevre, P.E., Hilario Ortiz, Project Manager, Milo Salinas, P.E.
612 Nolana Suite 520, McAllen, Texas.
Tel: 956.687.5362, Fax: 956.687.5363
hilario@lefevregroup.net; milo@lefevregroup.net

If you have any questions regarding our consultants feel free to call.

Thank you!

Hector Rene Garcia
Architects / Partner

1314 Ivy Avenue, McAllen, Texas 78501 * Tel: 956.631.1945 * Fax: 956.631.1968
hector@matagarcia-architects.com

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:
County of Hidalgo
2812 S. Business Hwy. 281
Edinburg, TX 78539

PROJECT:
Hidalgo County Pct. 4 Building Renovations
1124 M. Road
Edinburg, TX 78539

APPLICATION #: 2
PERIOD TO: 03/31/14
PROJECT NOS: 2011
CONTRACT DATE: 10/22/13

Distribution to:
[X] Owner
[ ] Const. Mgr
[X] Architect
[X] Contractor

FROM CONTRACTOR:
NM Contracting LLC
2022 Orchid Ave
McAllen, Texas 78501

VIA ARCHITECT:
Dannenbaum Engineering Co.
1109 Nolana Loop, Ste. 208
McAllen, TX 78504

CONTRACT NUMBER: C-13-234A-10-22

CONTRACT FOR: Hidalgo County Pct. 4 Building Renovations

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	$	462,951.00
2. Net change by Change Orders	$	
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	$	462,951.00
4. TOTAL COMPLETED & STORED TO DATE-$ (Column G on Continuation Sheet)		329,330.89
5. RETAINAGE:		
a. 5.0% of Completed Work (Columns D+E on Continuation Sheet)	$	16,466.54
b. 5.0% of Stored Material (Column F on Continuation Sheet)	$	
Total Retainage (Line 5a + 5b or Total in Column 1 of Continuation Sheet)	$	16,466.54
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	312,864.35
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	137,981.80
8. CURRENT PAYMENT DUE	$	174,882.55
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	150,086.65

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

CONTRACTOR:

By: _____ Date: 4-14-14

State of: Texas
County of: Hidalgo

Subscribed and sworn to before me this 14th day of April, 2014

Notary Public: _____

My Commission expires: 6-26-17

MARCELLA SOLANO
Notary Public, State of Texas
My Commission Expires
June 26, 2017

CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising 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 $ 174,882.55

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: _____ Date: 4/14/2014

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 of Contractor under this Contract.

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 2
APPLICATION DATE: 04/01/14
PERIOD TO: 03/31/14
ARCHITECT'S PROJECT NO: 2011

PROJECT:
Hidalgo County Pct. 4 Building Renovations
1124 M. Road
Edinburg, TX 78539

A	B	C	D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored (Not In D or E)	Total Completed And Stored To Date (D + E + F)	% (G/C)	Balance To Finish (C - G)	Retainage
			From Previous Application (D + E)	This Period					
	General Conditions	61,725.00	25,000.00	27,466.25		52,466.25	85%	9,258.75	2,623.31
	Demolition	7,000.00	7,000.00			7,000.00	100%		350.00
	Millwork	2,900.00	700.00	2,200.00		2,900.00	100%		145.00
	Doors & Hardware	24,900.00		22,000.00		22,000.00	88%	2,900.00	1,100.00
	Drywall & Suspended Ceiling	39,920.00	29,264.00	3,000.00		32,264.00	81%	7,656.00	1,613.20
	Painting	11,000.00	5,000.00	4,626.64		9,626.64	88%	1,373.36	481.33
	Flooring	27,000.00	10,510.00	11,090.00		21,600.00	80%	5,400.00	1,080.00
	Specialties	17,655.00		14,124.00		14,124.00	80%	3,531.00	706.20
	Plumbing	38,000.00	25,940.00	10,060.00		36,000.00	95%	2,000.00	1,800.00
	H.V.A.C.	69,900.00	30,830.00	28,270.00		59,100.00	85%	10,800.00	2,955.00
	Electrical	85,000.00	11,000.00	61,250.00		72,250.00	85%	12,750.00	3,612.50
	Alternate #1	60,000.00						60,000.00	
	Alternate #2	17,951.00						17,951.00	
	Rain Days (9) March 3, 4, 8, 9, 10, 23, 24, 25, 26								
	SUBTOTALS PAGE 2	462,951.00	145,244.00	184,086.89		329,330.89	71%	133,620.11	16,466.54

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

PROJECT:
Hidalgo County Pct. 4 Building Renovations
1124 M. Road
Edinburg, TX 78539

APPLICATION NUMBER: 2
APPLICATION DATE: 01/28/14
PERIOD TO:
ARCHITECT'S PROJECT NO: 2011

A	B	C	D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored (Not In D or E)	Total Completed And Stored To Date (D + E + F)	% (G/C)	Balance To Finish (C - G)	Retainage
			From Previous Application (D + E)	This Period					
	Total Change Orders								
	SUBTOTALS PAGE 3	462,951.00	145,244.00	184,086.89		329,330.89	71%	133,620.11	16,466.54

AI-44255 **Purchasing Department** **11. B.**

CC CONSENT

Meeting Date: 04/29/2014

Submitted For: Martha L. Salazar, CPPB, Purchasing Agent **Submitted By:** Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft requirement agreement etc.) as attached hereto for: Hidalgo County (All funding sources, programs & entities)-"Hot Mix Cold Laid Road Material" RFB; including the re-advertising of project in the event no bid responses are received and/or are rejected and project is still required.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 1200-431-00-12X-00X-0-673

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

BUDGETARY IMPACT:

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Precincts are the user departments for these road supplies; purchases are on an "as needed" basis.

Attachments

DRAFT CONTRACT

SPECIFICATIONS

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	04/24/2014 04:24 PM
Budget & Management	Debbie Tamez	04/25/2014 09:09 AM
Auditor's Office	Monica Badillo	04/25/2014 05:12 PM

Form Started By: Vangie Garcia Started On: 04/24/2014 03:01 PM

Final Approval Date: 04/25/2014

REQUIREMENTS AGREEMENT
C-14-00-00

THIS AGREEMENT (the "Agreement") is entered into as of the _____of ____, **2014** by and between _____ ("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of **"Hot Mix-Cold Laid Road Material, "** 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 **"Hot Mix-Cold Laid Road Material,"** in the areas of Hidalgo County projects for a period of one (1) year commencing _____**, 2014** and ending _____**, 2015** 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 Drive
Edinburg, Texas 78539

If to Seller: _____
_____
_____

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

f. **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 "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

DRAFT

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

By_____

APPROVED BY COMMISSIONERS COURT ON:_____.

DRAFT

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

DRAFT

EXHIBIT "B"
BID PAGE

DRAFT

EXHIBIT "C"
CERTIFICATE OF INSURANCE

DRAFT

Evangelina Garcia

From: Steve Crain [scrain@atlashall.com]
Sent: Friday, January 11, 2013 11:43 AM
To: 'Evangelina Garcia'
Subject: RE: Review For Approval-Hot Mix Cold Laid Draft Contract

The draft contract is fine.

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Friday, January 11, 2013 10:28 AM
To: 'Stephen L. Crain'
Cc: 'Martha Salazar'
Subject: FW: Review For Approval-Hot Mix Cold Laid Draft Contract

Good Morning Mr. Crain:
Attached is the revised draft contract with the termination clause as requested for your review and approval.

Thank you

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Friday, January 11, 2013 9:28 AM
To: 'Evangelina Garcia'
Subject: FW: Review For Approval-Hot Mix Cold Laid Draft Contract

Vangie

See below email, Mr. Crain has reviewed draft agreement (as per your request) for above-mentioned contract.

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Thursday, January 10, 2013 3:05 PM
To: 'Martha Salazar'
Subject: RE: Review For Approval-Hot Mix Cold Laid Draft Contract

You need to add the thirty day without cause termination clause to the agreement.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, January 10, 2013 2:20 PM
To: 'Steve Crain'
Subject: FW: Review For Approval-Hot Mix Cold Laid Draft Contract

Mr. Crain

Attached please find a draft contract including specifications for your review and comments, should you have any questions related to this matter, you may contact Ms. Vangie. Thank you

---

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Thursday, January 10, 2013 12:00 PM
To: 'Martha Salazar'

EXHIBIT A
HIDALGO COUNTY
(All Funding Sources, Programs and Entities)
"HOT MIX-COLD LAID ROAD MATERIAL"
BID NO.:

Hidalgo County is requesting sealed bids for the purchase of "Hot Mix-Cold Laid Road Material" on as "**As Need Basis"** in accordance with the specifications and/or requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation.

SPECIFICATIONS AND/OR REQUIREMENTS:

It is intended that the amount of "Hot Mix-Cold Laid Road Material" will be purchased only on an **"As Needed Basis"**. It is agreed and understood that Hidalgo County will purchase no more material than is needed.

1. There is no guarantee on annual volume.

2. Bid price shall be per ton.

TERMS AND CONDITIONS:

1. The contract term will be for a period of one (1) year with County's option to extend the contract for an additional one (1) year under the same terms, conditions and costs remaining unchanged.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract.

3. Hidalgo County reserves the right to hold the bids received for a period of ninety (90) days without taking action hereon.

4. Hidalgo County reserves the right to award the bid to one or multiple bidders; whichever is in the best interest of the County.

5. Award of contract will be contingent on availability of Hidalgo County funds.

6. **Method of Award**: Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County. Location is an important factor in evaluation of bids, due to transportation cost which must be taken into consideration if material is picked up at plant site or transported to County Precincts.

7. Any contract awarded to a successful bidder will be in effect until:
   (a) The contract expires,

DRAFT

(b) Delivery and acceptance of products and/or performance of service ordered,
(c) Terminated by County with thirty (30) days written notice prior to cancellation.

8. After bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with contractual agreement, Hidalgo County reserves the right to seek services from the next low bidder(s). In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).

9. It is understood and agreed that in case Hidalgo County should need "Hot Mix-Cold Laid Road Material" and it is 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.

10. When requested, samples shall be furnished free of expense to Hidalgo County.

11. Testing may be performed at Hidalgo County's request anytime during the length of the contract through an independent testing laboratory.

12. In the event the material furnished does not meet all County's requirement (regardless of weather, test's acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for unused portion of material found to be unsatisfactory.

13. Continuing non-performance of the bidder in terms of specifications shall be basis for the termination of the contract by the County. The County shall not pay for work, equipment or supplies which are unsatisfactory. Vendor will be given a reasonable opportunity before termination to correct the deficiencies.

14. Hidalgo County reserves the right to seek purchases for "Hot Mix-Cold Laid Road Material" from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest of the County to do so.

15. All costs and expenses associated with the preparation and submission of (bids, proposals statement of qualifications (RFQ) and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

16. Insurance requirements for this project to be maintained throughout the contract term (Refer to limits on the Exhibit "C" for limits); insurance certificate must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder.

17. 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.

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Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price 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. **Time frame for Adjusted Price Increases**: Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

DRAFT

4. **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5. **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Further information required for this project can be addressed to, Hidalgo County Purchasing Department at (956) 318-2626. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Business Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE OR VIA E-MAIL to sandy.suarez@co.hidalgo.tx.us . NO LATER THAN, Wednesday, , 2014, by 5:00 P.M. Responses will be sent to all applicants via facsimile or by via e-mail on Friday, , 2014, no later than 5:00 P.M.

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AI-44229 **Purchasing Department 11. C.**

CC CONSENT

Meeting Date: 04/29/2014

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

Department: COMM. PCT. #1

Information

CAPTION

Approval of Application for Payment No. 1 in the amount of $38,968.65 Castle Enterprises LLC, contracted vendor for Randolph Barnett Subdivisions No. 1 (Pct. 3) as submitted by Javier Hinojosa Engineering project engineer (C-CAP-13-191-07-30).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1312-431-00-123-600-0-731/733

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

BUDGETARY IMPACT:

Funds available through P.O.#700398

Attachments

Application for Payment No.1 Randolph Barnett No.1 Subdivision

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	04/24/2014 01:27 PM
Budget & Management	Debbie Tamez	04/24/2014 01:36 PM
Glinda Pacheco	Glinda Pacheco	04/25/2014 02:05 PM
Auditor's Office	Monica Badillo	04/25/2014 05:12 PM

Form Started By: Marcie Jackson Started On: 04/23/2014 04:57 PM

Final Approval Date: 04/25/2014

AI-44229 04/29/2014 C

APPLICATION FOR PAYMENT NO. 1

To: HIDALGO COUNTY (OWNER)
From: CASTLE ENTERPRISES, LLC (CONTRACTOR)
Contract: HIDALGO COUNTY PRECINCT NO. 3 COLONIA ACCESS PROGRAM ROUND III ROAD & DRAINAGE CONSTRUCTION FOR RANDOLPH BARNETT SUBDIVISION NO. 1
Project: HIDALGO COUNTY PRECINCT NO. 3 COLONIA ACCESS PROGRAM ROUND III ROAD & DRAINAGE CONSTRUCTION FOR RANDOLPH BARNETT SUBDIVISION NO. 1
Owner's Contract No. C-CAP-13-191-07-30c Engineer's Project No.
For Work accomplished through the date of: January 31, 2014

1. Original Contract Price:		$79,724.50
2. Net change by Change Order No. 1 and Written Agreements(+):		$0.00
3. Current Contract Price (1 plus 2):		$79,724.50
4. Total completed and stored to date:		$43,298.50
5. Retainage (per Agreement):		
10% of completed Work:	$4,329.85	
____ of stored material		
Total Retainage:		$4,329.85
6. Total completed and stored to date less retainage (4 minus 5)		$38,968.65
7. Less previous Application for Payments:		$0.00
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)		$38,968.65

REQ# 241055 P.O.# 700398
4-1312-431-00-123-600-0-731→$14,042.50
<1,404.25>=$12,638.25

REQ# 241055 P.O.# 700398
4-1312-431-00-123-600-0-733→$29,256.00
<2,925.60>=$26,330.40

Accompanying Documentation:

1. Application and Certification of Payment
2. Schedule of Values
3. Estimate Quantity Update Worksheet
4. List of Suppliers and Sub-contractors
5. Partial Waiver of Liens (Suppliers)
6. TxDot Form 252 Contract Time Statement
7. Payroll Report w/signed Wage Form

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 1 inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date: February 3, 2014 John Paul Lugo 4/22/14 Castle Enterprises, LLC
(CONTRACTOR)

State of TEXAS

County of HIDALGO

By: Cynthia Mills
Cynthia Mills, Project Manager
2210 MARRO ROAD
MONTE ALTO, TEXAS 78538

Subscribed and sworn to before me this 3rd of February, 2014

Notary Public

My Commission expires: DEC. 12th 2015

YVONNE GONZALEZ
Notary Public
STATE OF TEXAS
My Comm. Exp. Dec. 12, 2015

INVOICE RECEIVED BY
on 4/10/14
GOODS/SERVICES RECEIVED BY:
on 4/10/14

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date 4/10/14

JAVIER HINOJOSA ENGINEERING
(ENGINEER)

By: Javier Hinojosa, P.E.

Exhibit E-C

Texas Cordia Construction, LLC	Contractor Name
11/28/13	Starting Date
	Project Ending Date
10%	Retainage Percent

Application No.	**1**
Application Date:	**3/17/2014**
Period To:	**11/28/13 to 01/31/14**
Engineer Firm	**JAVIER HINOJOSA ENGINEERING**

Summary

CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
3C1080600	Randolph Barnett	$ 79,724.50	$ -	$ 43,298.50	$ -	$ -	$ 43,298.50	$ 36,426.00	$ 4,329.85	$ 38,968.65	$ -	$ 38,968.65
	Subd. No. 1											
		$ 79,724.50	$ -	$ 43,298.50	$ -	$ -	$ 43,298.50	$ 36,426.00	$ 4,329.85	$ 38,968.65	$ -	$ 38,968.65

CASTLE ENTERPRISES, LLC	Contractor Name	Application No.:	1
11/28/2014	Starting Date	Application Date:	3/17/2014
	Project Ending Date	Period To:	11/28/13 To 01/31/14
RANDOLPH BARNETT SUBDIVISION NO. 1	Engineer's / County Project Description	Engineer's / County Project No.:	C-CAP-13-191-07-30

					Original Schedule Value			Revised Schedule Value		First Month			Second Month			Third Month				Balance To Finish	
No.	Item Code	Description	Unit	Original Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars
		RANDOLPH BARNETT SUBD. NO. 1																			
		ELIZABETH STREET CSJ#3C1080600																			
		ROADWAY																			
1	100	Preparig ROW	STA	$ 750.00	6.39	$ 4,792.50	$ -	0.00	$ -	6.39	6.39	$ 4,792.50			$ -			$ -	$ 4,792.50	0.00	$ -
3	110	Reworking BS Matl (DC)(TY D 6")	SY	$ 3.00	2160	$ 6,480.00	$ -	0.00	$ -	2160.00	2160.00	$ 6,480.00			$ -			$ -	$ 6,480.00	0.00	$ -
2	247	8" Flex Base (Comp in place) (TY E GR 4)	SY	$ 6.25	2160	$ 13,500.00	$ -	0.00	$ -	0.00	0.00	$ -			$ -			$ -	$ -	2160.00	$ 13,500.00
5	310	ASPH Matrl. (MC-30)	GAL	$ 3.25	432	$ 1,404.00	$ -	0.00	$ -	0.00	0.00	$ -			$ -			$ -	$ -	432.00	$ 1,404.00
4	340	ASPH Conc. (TY D) (1 1/2")	SY	$ 9.00	1858	$ 16,722.00	$ -	0.00	$ -	0.00	0.00	$ -			$ -			$ -	$ -	1858.00	$ 16,722.00
6	502	Barricades, Sign & Traffic Handling	MO	$ 1,000.00	2.0	$ 2,000.00	$ -	0.00	$ -	1.00	1.00	$ 1,000.00			$ -			$ -	$ 1,000.00	1.00	$ 1,000.00
7	530	Turnouts (ASPH-CONC-PAV) (PB-2)	SY	$ 9.00	30	$ 270.00	$ -	0.00	$ -	30.00	30.00	$ 270.00			$ -			$ -	$ 270.00	0.00	$ -
8		Relocate Mailboxes	LS	$ 3,000.00	1	$ 3,000.00	$ -	0.00	$ -	0.50	1.00	$ 1,500.00			$ -			$ -	$ 1,500.00	0.50	$ 1,500.00
		Subtotal Roadway Elizabeth Street			**$ 48,168.50**			**$ -**			**$ 14,042.50**			**$ -**			**$ -**	**$ 14,042.50**		**$ 34,126.00**
		DRAINAGE																			
10	530	Driveway (ASPH-CONC-PAV) (PB-1)	SY	$ 9.00	454	$ 4,086.00	$ -	0.00	$ -	454.00	454.00	$ 4,086.00			$ -			$ -	$ 4,086.00	0.00	$ -
11	530	Driveway (Concrete 3000 PSI)	SY	$ 40.00	153	$ 6,120.00	$ -	0.00	$ -	153.00	153.00	$ 6,120.00			$ -			$ -	$ 6,120.00	0.00	$ -
12	473	15" ADS Culvert Pipe	LF	$ 27.00	600	$ 16,200.00	$ -	0.00	$ -	600.00	600.00	$ 16,200.00			$ -			$ -	$ 16,200.00	0.00	$ -
13	464	18" RCP Culvert	LF	$ 30.00	70	$ 2,100.00	$ -	0.00	$ -	70.00	70.00	$ 2,100.00			$ -			$ -	$ 2,100.00	0.00	$ -
14	467	Safety End Treatments	EA	$ 1,000.00	2	$ 2,000.00	$ -	0.00	$ -	0.00	0.00	$ -			$ -			$ -	$ -	2.00	$ 2,000.00
15	506	Temporary Sediment Control Fence	LF	$ 2.50	300	$ 750.00	$ -	0.00	$ -	300.00	300.00	$ 750.00			$ -			$ -	$ 750.00	0.00	$ -
16	506	Temporary Sediment Control Fence (Remove)	LF	$ 1.00	300	$ 300.00	$ -	0.00	$ -	0.00	0.00	$ -			$ -			$ -	$ -	300.00	$ 300.00
		Subtotal Drainage Elizabeth Street			**$ 31,556.00**			**$ -**			**$ 29,256.00**			**$ -**			**$ -**	**$ 29,256.00**		**$ 2,300.00**
		TOTAL			**$ 79,724.50**			**$ -**			**$ 43,298.50**							**$ 43,298.50**		**$ 36,426.00**

APPROVED BY:

Javier Hinojosa P.E.
Print Name

Signature

4/10/14
Date

Exhibit E-D

AI-44245 **Purchasing Department 11. D.**

CC CONSENT

Meeting Date: 04/29/2014

Submitted For: Hon. Arturo Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval to exercise the County's option to extend the second (2nd) and final year of the two (2)-one (1) year renewal as allowed under Contract #E-13-137-04-02 (Original C-12-012-03-13) for "Landfill Access For Precinct One Area" with Republic Services Inc. Formerly Known As BFI Waste Systems Of North Amercia with same rates, terms and conditions.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 1100-432-00-121-001-0-350

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

BUDGETARY IMPACT:

Funds available as of 4/25/14.

Attachments

Contract Document

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	04/24/2014 01:25 PM
Budget & Management	Debbie Tamez	04/24/2014 01:48 PM
Glinda Pacheco	Glinda Pacheco	04/25/2014 02:13 PM
Auditor's Office	Monica Badillo	04/25/2014 05:12 PM

Form Started By: Vangie Garcia Started On: 04/24/2014 01:01 PM

Final Approval Date: 04/25/2014

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

April 24, 2014

Republic Services, Inc., Formerly Known
As BFI Waste Systems Of North America
Attn: Jon M. Deicla, General Manager
9402 W. Expressway 83
Harlingen, Texas 78552

Via: Certified Mail #7099-3220-0002-9745-4957
Email: jdeicla@republicservices.com

Re: Extension Of Service Contract No: **E-13-137-04-02** **(Original Contract C-12-012-03-13)**
"Landfill Access For Precinct 1 Area"

Dear Mr. Deicla:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise its' option to extend **the 2nd year (final) of the two(2)- 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, April 29, 2014** for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than **5:00 p.m., Thursday, April 24, 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: _____

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification), if applicable.

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

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-12-012-03-13

THIS CONTRACT is made and entered into this **13th Day** of **March, 2012** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **REPUBLIC SERVICES, INC. FORMERLY KNOWN AS BFI WASTE SYSTEMS OF NORTH AMERICA** ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Landfill Access For Hidalgo County Precinct No. 1",** as more particularly described in Exhibit "A" (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not extend to any third

parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Commissioners' Court** or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one year effective **April 30, 2012** and ending on **April 29, 2013.** Hidalgo County may at its sole discretion elect, to extend the term of this Contract for two (2)-one (1) year terms at the same rates, terms and conditions and may further extend this Contract an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules

and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

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

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has

no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:	**The County of Hidalgo** **Attn: County Judge** **1615 South Closner, Suite J** **Edinburg, Texas 78539**
If to Company	**Republic Services, Inc.** **Formerly Known As** **BFI Waste Systems Of North America** **9402 W. Expressway 83** **Harlingen, Texas 78552**

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated without cause by County with thirty day's written notice prior to cancellation.

15. The contract may be terminated without cause upon thirty (30) days written notice by County.

16. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal

representatives, successors, and assigns where permitted by this Agreement.

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

18. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

WITNESS our hands in duplicate originals this_____ day of _____, 2012.

COUNTY OF HIDALGO

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

COMPANY: Republic Services

By:_____

Printed Name: Jon M. Deichs

Title: General Manager

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

By:_____
Stephen L. Crain

APPROVED BY COMMISSIONES COURT: 3/13/12 RO

EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCURMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

January 09, 2012

Bidder's name

Address

City

State, Zip Code

Re: *Hidalgo County Precinct No. 1*
Request for Bids –*"Landfill Access Services"*
Bid No: 2012-012-01-25-SMA

Dear Prospective Bidders:

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

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

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

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB)
CHECKLIST

Hidalgo County Precinct No. 1
"Landfill Access Services"
Bid No: 2012-012-01-25-SMA

1. **Request For Bid Letter, consist of __1__ page.**
2. **Request for Bid, Legal Notice, consisting of __8__ pages.**
3. **Exhibit "A" Specifications, consisting of__4__ pages.**
4. **Exhibit "B" Bid Page consist of__1__ page.**
5. **Exhibit "C" Insurance Requirements consisting of __4__ pages.**
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consist of __1__ page.**
7. **Vendor/Bidder Application and W-9 form consisting of__6__ pages.**
8. **Certification Regarding Debarment __1__pages**
9. **Draft Service Contract consisting of __9__ pages.**

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

Thank you.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

January 09, 2012
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Bid No: 2012-012-01-25-SMA	Buyer: Sandra Montalvo	Tel. No: (956) 318-2626

REQUEST FOR BIDS

Hidalgo County Precinct No. 1
"Landfill Access Services"

BID OPENING DATE: January 25, 2012

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Highway 281 - New Administration Building
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1) Sealed bids will be received for "***Hidalgo County Precinct No. 1-Landfill Access Services***"- in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2) **One (1) original and Three (3) copies** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2012-012-01-25-SMA-*Hidalgo County Precinct No.1-Landfill Access Services"*** and in County's Purchasing Department, 2802 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, January 25, 2012.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-2012-012-01-25-SMA-" *Hidalgo County Precinct No.1-Landfill Access Services"*

Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3) Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4) The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5) For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6) Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7) No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8) Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9) Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10) County reserves the right to accept or reject any or all bids.

11) Costs are to be net F.O.B., County Prepaid.

12) County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13) Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14) Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15) **DELIVERY INSTRUCTIONS (if applicable):**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16) **BILLING AND PAYMENT INSTRUCTIONS**:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order and Contract Number (if any)
  d) Notation Descriptive-***"Hidalgo County Precinct No.1-Landfill Access Services"*** information as to the items or services Delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Ray Eufracio, Auditor
Hidalgo County Auditor's Office
2808 South Business Hwy 281
Edinburg, Texas 78539
ATTN.: Accounts Payable
(956) 318-2511

17) **SCHEDULE OF EVENTS**

Bid Opening, 9:30 AM	**January 25, 2012**
Award of Contract	_____ 2012
Commence Work or Deliver Products	_____ 2012

18) **BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT** (if applicable):

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19) **ETHICAL STANDARDS:**

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

or application, request for ruling, determination,claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

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

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20) **DISCLOSURE OF CONFLICT OF INTEREST**

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21) If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22) Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23) Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24) Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25) Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26) County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27) Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or

trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28) Successful bidder shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29) This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30) The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
Hidalgo County Precinct No. 1-Landfill Access Services

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy 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 PRECINCT NO. 1
"Landfill Access Services"
RFB No. 2012-012-01-25-SMA

INFORMATION TO BIDDERS:

These instructions apply to all offers made to Hidalgo County (herein referred to as "County") by all prospective vendors (herein after referred to as "Bidders") on behalf of Solicitations including, but not limited to, Invitations to Bid.

- ❖ Please review this document in its entirety. Be sure your bid is complete, and double check your bid for accuracy.
- ❖ Open records access to all information submitted. All information included will be open to the public, other bidders, media as per Open Records Act and not be confidential in nature. If you deem any information as confidential it should not be made part of your bid package.
- ❖ All applicable forms in this packet must be filled out in its entirety and submitted with bid response. Incomplete sections may be considered for probable cause of disqualification and/or non-compliance.

SPECIFICATIONS/TERMS AND CONDITIONS:

1. Bidder must identify the landfill sit to which solid waste materials are to be delivered. Bidder shall provide a copy of the current Type one (1) permit for the landfill site issued by the Texas Natural Resource Conservation Commission. In addition, bidder should present evidence that it possesses all other federal, state and local permits which may be necessary and proper to the conduct of a landfill business.

2. The bidder will accept possession and entitled to all deliveries of solid waste materials tendered to it by County at the landfill site. Bidder acknowledges that County is operator of one or more landfill sites in Hidalgo County, which do not, possesses a Type one (1) permit. The purpose of this contract is to provide County with an outlet for solid waste materials which it cannot dispose of in its own landfills. County, in its sole discretion, may determine which items, if any, will be tendered to Bidder of disposal.

3. Bidder will accept solid waste from the following location: Precinct No.1. A copy of Bidder's permit(s) for operation of a Type 1 solid waste facility at such location(s) is attached hereto as Exhibit "C" (part of Insurance Requirements). Bidder will not accept "Special Waste," as that term is defined in 30 T.A.C. ' 330.2. Upon receipt and acceptance of the waste from Precinct No. 1, title to such waste will be transferred to Bidder, and Bidder will be solely and exclusively responsible for the disposal of such waste in accordance with all applicable laws and regulations. Bidder agrees, by accepting waste from County hereunder, that such waste is of a class or type which Bidder may dispose in its permitted facilities in compliance with its permit and applicable laws and regulations.

4. Bidder should propose prices for a per-ton-of-loose-waste-basis.

5. Bidder acknowledges that County is the operator of one or more landfill sites in Hidalgo County, which do not possess a Type 1 permit. The purposes of this Agreement are to provide County with an outlet for solid waste materials which it cannot dispose of in its own landfills. County, by its execution of this Agreement, does not represent that it will deliver any waste to Bidder

6. This Agreement is for the acceptance and disposal of solid waste materials for Precinct No. 1 only. Delivery of solid waste materials to such location shall be at the sole cost and expense of Precinct No. 1.

7. The successful bidder shall furnish proof of insurance in at least the following limits, to be in place prior to providing any services under any contract awarded pursuant to these Specifications/Requirements and to continue at all times in force in effect during the term of any such contract.
    a) a $500,000 general liability policy with limits of at least $100,000/3000,000 in accordance with the Texas Tort Claims Act;
    b) Workers compensation insurance as required by applicable law;
    c) Certificates of insurance shall be submitted to the County for approval prior to the award and execution of any contract pursuant hereto;
    d) Each policy of insurance required hereunder shall extend for a period equivalent to the term of a contract entered into pursuant to these Specifications, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County Judge prior to the cancellation of any such coverage on the termination date or otherwise, and
    e) Any contract award pursuant hereto shall provide that is shall automatically suspend upon the cancellation of other termination of any required policy of insurance hereunder.

8. The successful bidder will indemnify and hold harmless the County, and its officers, officials, employees, agent and attorneys for any and all claims and expenses arising out of or in any way related to the performance of the contract awarded pursuant hereto;

9. Locations of landfill site and related incremental hauling costs to County may be considered in determining the lowest and best bid. In addition, the County may, in its discretion, elect in award separate contracts for landfill access service for one or more precincts.

Term of Contract:

1. Awarded bidder will accept solid waste from Precinct No. 1 for a term of one (1) year for services on **"As Needed Basis" only** with the County's option to renew for two (2) additional one (1) year terms, under the same rates terms and conditions.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same terms and conditions, at the end of the contract term for unforeseen delay in award of new bid for next contract term.

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. A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

    b. The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.

    c. The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

    d. No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

    e. The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **PRICE REDUCTION**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **TIME FRAME FOR ADJUSTED PRICE INCREASES:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase

remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **ALLOWABLE REVIEW PERIODS**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **DOLLAR LIMIT TO PRICE CHANGES**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

1) All costs and expenses associated with the preparation and submission of all (bids, proposals, statements of qualifications (RFQ) and quotes) shall be the responsibility of the vendor and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

2) Hidalgo County is requesting that any and all questions, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, Attn: Sandra Montalvo, 2812 South Business Hwy. 281, Edinburg, Tx 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

3) ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE to (956) 292-7612 and/or e-mail to sandra.montalvo@co.hidalgo.tx.us by no later than Wednesday, **January 18, 2012 by 5:00 p.m.** Responses to said inquiries will be sent to all applicants via facsimile by no later than **Friday, January 20, 2012 by 5:00 p.m.**

EXHIBIT "B"

BID PAGE

Hidalgo County Precinct No. 1
"Landfill Access Services"
Bid No.: 2012-012-01-25-SMA

INFORMATION TO BIDDERS:
Location of landfill site and related incremental hauling costs to County may be considered in determining the lowest and best bid.

PRICE PER TON: _____

Texas Natural Resource Conservation Commission Flow Charge: _____

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO'S: _____

CELLULAR NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an **additional insured** shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					GEN'L AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

  Automobile Liability: $_____ General Liability: $_____
- have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bond (if applicable)_____
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds (if applicable),certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

THIS FORM MUST ACCOMPANY BID PACKET

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006. Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address : **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit** _____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify** **State Identification No.**_____ **(Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ **Date:**_____ **Other:**
Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify**
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:**_____**Disadvantaged Business (At Least 51% Ownership)** Less than 125,000 annual gross receipt / Less than 250,000 annual gross receipt / Less than 499,000 annual gross receipt / More than 500,000 annual gross receipt — Black American / Hispanic American / Asian Pacific American — Native American / Women / Other
Have you been certified as a HUB or an MBE/WBE source?: Yes No **Indicate Certification No.(s):**_____ **or are Certificate(s) attached?:** Yes No
What type of product(s) is/are solicited by your company?: **Would you like to be provided with specifications for procurements of such products?:** Yes No
To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):** **Date Forwarded Information to Auditor's Office:**_____**Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other_____

Indicate Certification No(s).: or Are Certificate(s) Attached?: Yes No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			-		-				

Employer identification number

		-							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-12-012

THIS CONTRACT is made and entered into this ____ Day of_____, **2012** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and _____("Company").

WHEREAS, Company responded to advertised notices for bids for **"Landfill Access For Hidalgo County Precinct No. 1"**, as more particularly described in Exhibit "A"(the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or

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otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Commissioners' Court** or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one year effective _____, **2012** and ending on _____, **2013.** Hidalgo County at its sole discretion elect the option to extend the contract for two (2)-one (1) year at the same rates, terms and conditions and may further extend an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services

DRAFT

and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

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

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

DRAFT

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
1615 South Closner, Suite J
Edinburg, Texas 78539

If to Company _____
_____
_____

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated without cause by County with thirty day's written notice prior to cancellation.

15. The contract may be terminated without cause upon thirty (30) days

DRAFT

written notice by County.

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

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

18. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

WITNESS our hands in duplicate originals this_____ day of _____, 2012.

COUNTY OF HIDALGO

ATTEST:

By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY:_____

DRAFT

By:_____

Printed Name:_____

Title:_____

APPROVED BY COMMISSIONES COURT:_____

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

By:_____
Stephen L. Crain

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EXHIBIT "B"
VENDOR'S BID

EXHIBIT "B"

BID PAGE

Hidalgo County Precinct No. 1
"Landfill Access Services"
Bid No.: 2012-012-01-25-SMA

INFORMATION TO BIDDERS:
Location of landfill site and related incremental hauling costs to County may be considered in determining the lowest and best bid.

OPENED
9:58
1/25/12
Witnessed

PRICE PER TON: $21.50

Texas Natural Resource Conservation Commission Flow Charge: $1.25per ton

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: BFI Waste Systems of America, Inc.

ADDRESS: 9402 W. Expressway 83

CITY/STATE/ZIP CODE: Harlingen, Tx. 78552

PHONE & FAX NO'S: (956)423-7316// (800)423-7316//(956)428-2045

CELLULAR NO: (956)495-4236

E-MAIL ADDRESS: jdeicla@republicservices.com

AUTHORIZED SIGNATURE: Jon M. Deicla

PRINTED NAME: Jon M. Deicla

TITLE General MANAGER

EXHIBIT "C"
INSURANCE REQUIREMENTS

ACORD® CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/28/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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
CANNON COCHRAN MANAGEMENT SERVICES, INC.
17015 N. SCOTTSDALE RD.
SCOTTSDALE, AZ 85255

CONTACT NAME:
PHONE (A/C No.Ext): **FAX (A/C No.Ext):**
E-MAIL ADDRESS: certificateteam@ccmsi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: OLD REPUBLIC INSURANCE COMPANY	24147
INSURER B: ILLINOIS UNION INSURANCE COMPANY	27960
INSURER C: LEXINGTON INSURANCE COMPANY	19437
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
REPUBLIC SERVICES, INC.
18500 N. ALLIED WAY
PHOENIX, AZ 85054

COVERAGES **CERTIFICATE NUMBER: 347368** **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 [ ] PROJECT [ ] LOC			MWZY 60248	06/30/2013	06/30/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS -COMP/OP AGG	$ 5,000,000 $ 5,000,000 $ 5,000,000 $ 5,000,000 $ 5,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [X] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			MWTB 21945	06/30/2013	06/30/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY(Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 5,000,000
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	
A A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		MWC 118477 00 AOS MWXS 1024 Excess WC OH MWXS 1023 Excess NSWC TX	06/30/2013 06/30/2013 06/30/2013	06/30/2014 06/30/2014 06/30/2014	[X] WC STATU-TORY LIMITS [ ] OTHER E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE -POLICY LIMIT	 $ 3,000,000 $ 3,000,000 $ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Division Number: 4863 - Named Insured Includes: BFI Waste Services of Texas, LP - Dba: Allied Waste Services of Rio Grande Valley - Brownsville Satellite

CERTIFICATE HOLDER

HIDALGO COUNTY PURCHASING DEPARTMENT
2802 S BUSINESS HIGHWAY 281

EDINBURG, TX 78539
United States

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: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054
POLICY NUMBER See First Page		
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

GENERAL LIABILITY:
Certificate holder is Additional Insured when required by written contract.
Coverage is primary and non-contributory when required by written contract.
Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

AUTO LIABILITY:
Certificate holder is Additional Insured when required by written contract.
Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:
Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:
Republic Services, Inc. and its subsidiaries are registered non-subscribers to the Texas Workers Compensation Act. Republic Services, Inc. has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#MWXS 1023) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability coverage form. The General Liability policy does not contain an endorsement excluding Contractual Liability.

RE: GARBAGE COLLECTION LOS EBANOS PAVILLION-PCT-3

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AI-44233 **Purchasing Department 11. E.**

CC CONSENT

Meeting Date: 04/29/2014

Submitted For: Commissioner Hector Palacios

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

Department: COMM. PCT. #2

Information

CAPTION

Requesting approval of Revised Payment Application No. 1 in the amount of $43,269.18 for road and drainage construction submitted by RDH Site and Concrete, through Contract# C-13-250-01-14 for Pct 2 Rancho Blanco Road Project, and certified for payment by project engineer, R. Gutierrez Engineering Corporation.

BACKGROUND

Payment Application No. 1 was revised from a 10% retainage to a 5% retainage, increasing the payment amount from $40,991.86 to $43,269.18.

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1200-431-00-122-086-0-731

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

BUDGETARY IMPACT:

Funds available through PO#703901 in the amount of $297,936.11 as of 4/25/14 for RDH Site & Concrete.

Attachments

Invoice

Form Review

Inbox	Reviewed By	Date
Erika Zamora	Erika Zamora	04/25/2014 02:04 PM
Purchasing Department	Darlene Betancourt	04/25/2014 04:39 PM
Budget & Management	Debbie Tamez	04/25/2014 04:44 PM
Glinda Pacheco	Glinda Pacheco	04/25/2014 04:59 PM
Auditor's Office	Monica Badillo	04/25/2014 05:12 PM

Form Started By: Erika Zamora Started On: 04/24/2014 09:15 AM

Final Approval Date: 04/25/2014

APPLICATION FOR PMT #1

To: Hidalgo Count Precinct No. 2 (OWNER)
From: RDH Site & Concrete (CONTRACTOR)
Contract: C-13-250-01-14
Project: Road & Drainage Construction for Rancho Blanco Road
OWNER's Contract No. C-13-250-01-14
For Work accomplished through the date of: February 28, 2014

1.	Original Contract Price:		$ 297,936.13
2.	Net change by Change Orders and Written Agreements (+ or -):		$ -
3.	Current Contract Price (1 plus 2):		$ 297,936.13
4.	Total completed and stored to date:		$ 45,546.51
5.	Retainage (per Agreement):		
	5% of completed Work:	$ 2,277.33	
	5% of stored material:	$ -	
	Total Retainage:		$ 2,277.33
6.	Total completed and stored to date less retainage (4 minus 5):		$ 43,269.18
7.	Less previous Application for Payments:		$ -
8.	Balance to Finish:		$ 252,389.62
9.	AMOUNT DUE THIS APPLICATION (6 MINUS 7):		**$ 43,269.18**

Accompanying Documentation:

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through PMT #1 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated March 3, 2014

RDH Site & Concrete
CONTRACTOR

By: _____

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 17th day of April, 2014

_____
Notary Public
My Commission expires: February 8th 2017

NOTARY PUBLIC STATE OF TEXAS
SAN JUANITA GARCIA
My Commission Expires
February 8, 2017

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 4/22/14

R. GUTIERREZ ENGINEERING CORPORATION
ENGINEER

By: _____, P.E.

HIDALGO COUNTY
PRECINCT NO. 2
2014 APR 17 PM 4 53

INVOICE RECEIVED BY: _____ ON 4/17/14

GOODS/SERVICES RECEIVED BY: _____ ON 3/3/14

Schedule of Values

Contractor Name: RDH Site & Concrete

Starting Date: January 30, 2014

Project Ending Date: April 14, 2014

Retainage Percent: 5%

Application: PMT #1

Application Date: March 3, 2014

Period To: February 28, 2014

Engineer Firm R. Gutierrez Eng. Corp.

Summary

Contract Number	Description	Original Schedule Value	Application #1	Retainage for App #1	Payment for Application #1	Application #2	Retainage for App #2	Payment for Application #2	Final Application	Retainage for Final App	Payment for Final Application	Total Completed to Date	Retainage to Date	Total Completed Less Retainage	Previous Payments	Balance To Finish
C-13-250-01-14	Road & Drainage Construction for Rancho Blanco Road	$ 297,936.11	$ 45,546.51	$ 2,277.33	$ 43,269.18	$ -	$ -	$ -	$ -	$ -	$ -	$ 45,546.51	$ 2,277.33	$ 43,269.18	$ -	$ 252,389.60
	TOTALS:	**$ 297,936.11**	**$ 45,546.51**	**$ 2,277.33**	**$ 43,269.18**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 45,546.51**	**$ 2,277.33**	**$ 43,269.18**	**$ -**	**$ 252,389.60**

Contractor Name: RDH Site & Concrete
Starting Date: January 30, 2014
Project Ending Date: April 14, 2014
Engineer's / County Project Desc: Road & Drainage Construction for Rancho Blanco Road

Application: PMT #1
Application Date: March 3, 2014
Period To: February 28, 2014
Engineer's / County Project No.: ENG13.102

				Original Schedule Value			Application #1			Application #2			Final Application			Total To Date		Balance To Finish	
No.	Item Code	Description	Unit	Original Rates	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Quan	Dollars	Quan	Dollars
		ROADWAY & DRAINAGE CONSTRUCTION																	
1	100	Excavation (Roadway)	CY	$ 15.00	595.00	$ 8,925.00	297.00	297.00	$ 4,455.00		-	$ -		-	$ -	297.00	$ 4,455.00	298.00	$ 4,470.00
2	110	Embankment (Final) (Dens. Cont.) (Ty C)	CY	$ 15.00	475.00	$ 7,125.00	237.00	237.00	$ 3,555.00		-	$ -		-	$ -	237.00	$ 3,555.00	238.00	$ 3,570.00
3	132	Cell Fiber Mulch Seeding (Temp)(Warm)	SY	$ 0.50	5,670.00	$ 2,835.00		-	$ -		-	$ -		-	$ -	-	$ -	5,670.00	$ 2,835.00
4	164	Cell Fiber Mulch Seeding (Perm)(Urban)(Clay)	SY	$ 0.50	5,670.00	$ 2,835.00		-	$ -		-	$ -		-	$ -	-	$ -	5,670.00	$ 2,835.00
5	400	Vegetative Watering	MG	$ 10.52	190.00	$ 1,998.80		-	$ -		-	$ -		-	$ -	-	$ -	190.00	$ 1,998.80
6	400	Flexible Base (Ty E) (Gr 4) (Final Position) (8")	CY	$ 28.94	1,800.00	$ 52,092.00	-	-	$ -		-	$ -		-	$ -	-	$ -	1,800.00	$ 52,092.00
7	402	Lime Treat (Existing Material) (Dens Cont) (6")	SY	$ 2.63	7,708.00	$ 20,272.04	3,600.00	3,600.00	$ 9,468.00		-	$ -		-	$ -	3,600.00	$ 9,468.00	4,108.00	$ 10,804.04
8	432	Lime (Slurry or Commercial Slurry)	TON	$ 233.84	124.00	$ 28,996.16	40.00	40.00	$ 9,353.60		-	$ -		-	$ -	40.00	$ 9,353.60	84.00	$ 19,642.56
9	432	Prime Coat (MC-30)	GAL	$ 3.00	2,116.00	$ 6,348.00		-	$ -		-	$ -		-	$ -	-	$ -	2,116.00	$ 6,348.00
10	462	Dense Graded Hot Mix Asphalt (Method) (Ty D) (2-inch)	TON	$ 100.00	773.00	$ 77,300.00		-	$ -		-	$ -		-	$ -	-	$ -	773.00	$ 77,300.00
11	462	RCP (CL III) (18") (SPL)	LF	$ 28.73	870.00	$ 24,995.10	435.00	435.00	$ 12,497.55		-	$ -		-	$ -	435.00	$ 12,497.55	435.00	$ 12,497.55
12	462	Safety End Treatment (18") (6:1)	EA	$ 434.78	46.00	$ 19,999.88	12.00	12.00	$ 5,217.36		-	$ -		-	$ -	12.00	$ 5,217.36	34.00	$ 14,782.52
13	464	Barricades, Signs & Traffic Handling	MO	$ 1,000.00	3.00	$ 3,000.00	1.00	1.00	$ 1,000.00		-	$ -		-	$ -	1.00	$ 1,000.00	2.00	$ 2,000.00
14	464	Construction Exits (Ty II)(Install)	SY	$ 5.95	168.00	$ 999.60		-	$ -		-	$ -		-	$ -	-	$ -	168.00	$ 999.60
15	464	Construction Exits (Remove)	SY	$ 5.95	168.00	$ 999.60		-	$ -		-	$ -		-	$ -	-	$ -	168.00	$ 999.60
16	464	Temp Sediment Control Fence	LF	$ 2.50	400.00	$ 1,000.00		-	$ -		-	$ -		-	$ -	-	$ -	400.00	$ 1,000.00
17	464	Driveways (Asphalt Concrete Pavement)	SY	$ 15.00	383.00	$ 5,745.00		-	$ -		-	$ -		-	$ -	-	$ -	383.00	$ 5,745.00
18	464	Turnouts (Asphalt Concrete Pavement)	SY	$ 15.00	144.00	$ 2,160.00		-	$ -		-	$ -		-	$ -	-	$ -	144.00	$ 2,160.00
19	465	Driveways (Concrete)	SY	$ 40.00	52.00	$ 2,080.00		-	$ -		-	$ -		-	$ -	-	$ -	52.00	$ 2,080.00
20	465	Mailbox Installation (Single)	EA	$ 50.00	9.00	$ 450.00		-	$ -		-	$ -		-	$ -	-	$ -	9.00	$ 450.00
21	506	Mailbox Installation (Brick)	EA	$ 199.99	2.00	$ 399.98		-	$ -		-	$ -		-	$ -	-	$ -	2.00	$ 399.98
22	4035	Ins Sm Rd Sn Sup & Assem Ty S80 (1) SA(T)	EA	$ 500.00	6.00	$ 3,000.00		-	$ -		-	$ -		-	$ -	-	$ -	6.00	$ 3,000.00
23	4035	Refl Pav Mrk Ty I (Y) (4") (Sld) (100 Mil)	LF	$ 5.00	200.00	$ 1,000.00		-	$ -		-	$ -		-	$ -	-	$ -	200.00	$ 1,000.00
24	4061	Refl Pav Mrk Ty I (Y) (4") (Bkn) (100 Mil)	LF	$ 5.00	630.00	$ 3,150.00		-	$ -		-	$ -		-	$ -	-	$ -	630.00	$ 3,150.00
25	110	Refl Pav Mrk (Ty II A-A)	EA	$ 5.00	52.00	$ 260.00		-	$ -		-	$ -		-	$ -	-	$ -	52.00	$ 260.00
26	110	TRIAX GEOGRID (TX 5)	SY	$ 2.47	8,085.00	$ 19,969.95		-	$ -		-	$ -		-	$ -	-	$ -	8,085.00	$ 19,969.95
		TOTAL BASE AMOUNTS:				**$ 297,936.11**			**$ 45,546.51**			**$ -**			**$ -**		**$ 45,546.51**		**$ 252,389.60**

Printed Name: Javier Gutierrez Date:

Signature:

Application for Payment #1

DIANALY DE HOYOS
OFFICE MANAGER

RDH SITE & CONCRETE
1201 E. Moore Rd #89
Pharr, Texas 78577
956.502.5426 office
956.475.3917 fax
www.rdhcompany.com

April 16, 2014

R. Gutierrez Engineering
130 E. Park Ave
Pharr, Texas 78577
956-782-2557
javier@rgec.net

RE: HIDALGO COUNTY PRECINCT 2
ROAD AND DRAINAGE CONSTRUCTION OF RANCHO BLANCO ROAD
CONTRACT NO.: C-13-250-01-04

Mr. Gutierrez;

The following is the list of suppliers used in the above mentioned project as per the County's request:

Rio Valley Pipe ***7301 W. Expressway 83 Mission, Texas 78572*** ***(956) 580-2502***

RDH Site and Concrete does not hire any subcontractors, all work performed is completed by our firm.

If you have any questions, please call me at (956) 502-5426

Best Regards;

Dianaly De Hoyos, Office Manager
dianaly@rdhcompany.com

DIANALY DE HOYOS
OFFICE MANAGER

RDH SITE & CONCRETE
1201 E. Moore Rd #89
Pharr, Texas 78577
956.502.5426 office
956.475.3917 fax
www.rdhcompany.com

FEBRUARY 28, 2014

R. Gutierrez Engineering
130 E. Park Ave
Pharr, Texas 78577
956-782-2557
javier@rgec.net

RE: HIDALGO COUNTY PRECINCT 2
ROAD AND DRAINAGE CONSTRUCTION OF RANCHO BLANCO ROAD
CONTRACT NO.: C-13-250-01-04

Mr. Gutierrez;

The following is the list of suppliers used in the above mentioned project as per the County's request:

Rio Valley Pipe	7301 W. Expressway 83 Mission, Texas 78572	(956) 580-2502
Upper Valley Materials	7301 W. Expressway 83 Mission, Texas 78572	(956) 580-2502

If you have any questions, please call me at (956) 502-5426

Best Regards;

Dianaly De Hoyos, Office Manager
dianaly@rdhcompany.com

Contract Time Statement

Alamo Expressway Drain / Border Road Culvert Crossing

PAY REQUEST 1 CONTRACTOR RDH Site & Concrete

PROJECT NO. C-13-250-01-14 City Pharr, Texas DATE WORK BEGAN 1/30/2014

TIME COMPUTED FROM 1/30/2014 DATE WORK COMPLETED

MONTH	DATE OR DAYS	WORKING DAYS	DAYS CREDITED	DESCRIPTION
January	1			
	2			
	3			
	4			
	5			
	6			
	7			
	8			
	9			
	10			
	11			
	12			
	13			
	14			
	15			
	16			
	17			
	18			
	19			
	20			**Notice to Proceed Issued**
	21			
	22			
	23			
	24			
	25			
	26			
	27			
	28			
	29			
	30	1		**Contract Time Starts - Work on project**
	31	1		Work on project
TOTALS		2	0	

NO. OF CONTRACT CALANDER DAYS 75 NO. CALANDER DAYS CHARGED TO DATE

ASSESSED LIQUIDATED DAMAGES: NO. DAYS 0 PER DAY $ TOTAL

CERTIFIED AS CORRECT (ONE COPY HAS BEEN GIVEN TO THE CONTRACTOR)

PROJECT ENGINEER

INSTRUCTIONS: PROJECT IDENTIFICATION SHOULD COVER CONTRACT. TIME CREDITED AND REASONS THEREFORE MUST CONFORM TO PROVISIONS OF CONTRACT. NO HOLIDAY CREDIT ALLOWED FOR DAYS PRECEDING OR FOLLOWING LEGAL HOLIDAYS. TIME SUSPENDED AND RESUMED MUST BE SUPPORTED BY COPY EACH OF LETTERS TO CONTRACTOR DATED ON OR BEFORE EFFECTIVE DATES. TIME EXTENSION MUST BE INDICATED AND REFERENCED TO RELATED PROVISION OF CONTRACT. SEE BOOKLET OF INSTRUCTIONS, CONSTRUCTION ESTIMATES DATED SEPTEMBER 1, 1956

Contract Time Statement

Alamo Expressway Drain / Border Road Culvert Crossing

PAY REQUEST 1 CONTRACTOR RDH Site & Concrete

PROJECT NO. C-13-250-01-14 City Pharr, Texas DATE WORK BEGAN 1/30/2014

TIME COMPUTED FROM 1/30/2014 DATE WORK COMPLETED

MONTH	DATE OR DAYS	WORKING DAYS	DAYS CREDITED	DESCRIPTION
February	1	1		Weekend (No work done)
	2	1		Weekend (No work done)
	3	1		No work done
	4	1		No work done
	5	1		No work done
	6	1	1	Rain or Too wet to work
	7	1	1	Rain or Too wet to work
	8	1	1	Weekend (No work done) Rain or Too wet to work
	9	1	1	Weekend (No work done) Rain or Too wet to work
	10	1		Work on project
	11	1	1	Rain or Too wet to work
	12	1		Work on project
	13	1		Work on project
	14	1		Work on project
	15	1		Weekend (No work done)
	16	1		Weekend (No work done)
	17	1		Work on project
	18	1		Work on project
	19	1		Work on project
	20	1		Work on project
	21	1		Work on project
	22	1		Weekend (No work done)
	23	1		Weekend (No work done)
	24	1	1	Rain or Too wet to work
	25	1	1	Rain or Too wet to work
	26	1	1	Rain or Too wet to work
	27	1	1	Rain or Too wet to work
	28	1		Work on project
TOTALS		28	9	

NO. OF CONTRACT CALANDER DAYS 75 NO. CALANDER DAYS CHARGED TO DATE 30

ASSESSED LIQUIDATED DAMAGES: NO. DAYS 0 PER DAY $ TOTAL

CERTIFIED AS CORRECT (ONE COPY HAS BEEN GIVEN TO THE CONTRACTOR)

PROJECT ENGINEER

INSTRUCTIONS: PROJECT IDENTIFICATION SHOULD COVER CONTRACT. TIME CREDITED AND REASONS THEREFORE MUST CONFORM TO PROVISIONS OF CONTRACT. NO HOLIDAY CREDIT ALLOWED FOR DAYS PRECEDING OR FOLLOWING LEGAL HOLIDAYS. TIME SUSPENDED AND RESUMED MUST BE SUPPORTED BY COPY EACH OF LETTERS TO CONTRACTOR DATED ON OR BEFORE EFFECTIVE DATES. TIME EXTENSION MUST BE INDICATED AND REFERENCED TO RELATED PROVISION OF CONTRACT. SEE BOOKLET OF INSTRUCTIONS, CONSTRUCTION ESTIMATES DATED SEPTEMBER 1, 1956

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 ☐: RDH SITE AND CONCRETE

ADDRESS: 1201 E. MOORE RD 89, PHARR, TEXAS 78577

OMB No.: 1235-0008
Expires: 01/31/2015

PAYROLL NO.: 1

FOR WEEK ENDING: 02/14/2014

PROJECT AND LOCATION: Road & Drainage Construction for Rancho Blanco Rd. S Alamo Rd Intersection w/ Rancho Blanco Rd

PROJECT OR CONTRACT NO.: C-13-250-01-14

(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: S 08	S 09	M 10	T 11	W 12	TH 13	F 14 — 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
JOSE M. DE HOYOS-0135		LABOR COMMON ✓	O										$400.00							$400.00
			S	8.00		8.00		8.00	8.00	8.00	40.00	10.00 ✓								
ALBERTO CORTEZ-6744		BACKHOE OPERATOR	O										$520.00							$520.00
			S	8.00		8.00		8.00	8.00	8.00	40.00 ✓	13.00 ✓								
OSCAR MONTANO-8794		PIPE LAYER	O										$520.00							$520.00
			S	8.00		8.00		8.00	8.00	8.00	40.00 ✓	13.00 ✓								
JOSE M. ALEGRIA-9271		MOTORGRADER OPERATOR	O																	
			S									15.00								
LUIS F. ALEGRIA-9321		LABOR COMMON	O																	
			S									10.00								
			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 03/04/2014

I, DIANALY DE HOYOS (Name of Signatory Party) OFFICE MANAGER (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

RDH SITE AND CONCRETE (Contractor or Subcontractor) on the

RANCHO BLANCO ROAD PROJECT (Building or Work); that during the payroll period commencing on the

08 day of FEBRUARY, 2014, and ending the 14 day of FEBRUARY, 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

RDH SITE AND CONCRETE (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
DIANALY DE HOYOS-OFFICE 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.

| | | |

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

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U.S. Wage and Hour Division
Rev. Dec. 2008

OMB No.: 1235-0008
Expires: 01/31/2015

NAME OF CONTRACTOR ☑ OR SUBCONTRACTOR ☐: RDH SITE AND CONCRETE

ADDRESS: 1201 E. MOORE RD 89, PHARR, TEXAS 78577

PAYROLL NO.: 2

FOR WEEK ENDING: 02/21/2014

PROJECT AND LOCATION: Road & Drainage Construction for Rancho Blanco Rd. S Alamo Rd Intersection w/ Rancho Blanco Rd

PROJECT OR CONTRACT NO.: C-13-250-01-14

(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: S 15	S 16	M 17	T 18	W 19	TH 20	F 21 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
JOSE M. DE HOYOS-0135		LABOR COMMON	o										$400.00							
			s			8.00	8.00	8.00	8.00	8.00	40.00	10.00 ✓								$400.00
ALBERTO CORTEZ-6744		BACKHOE OPERATOR	o										$520.00							
			s			8.00	8.00	8.00	8.00	8.00	40.00	13.00 ✓								$520.00
OSCAR MONTANO-8794		PIPE LAYER	o										$520.00							
			s			8.00	8.00	8.00	8.00	8.00	40.00	13.00 ✓								$520.00
JOSE M. ALEGRIA-9271		MOTORGRADER OPERATOR	o										$600.00							
			s			8.00	8.00	8.00	8.00	8.00	40.00	15.00 ✓								$600.00
LUIS F. ALEGRIA-9321		LABOR COMMON	o										$400.00							
			s			8.00	8.00	8.00	8.00	8.00	40.00	10.00 ✓								$400.00
			o																	
			s																	
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			o																	
			s																	

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Public Burden Statement

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(over)

Date 03/04/2014

I, DIANALY DE HOYOS (Name of Signatory Party) OFFICE MANAGER (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

RDH SITE AND CONCRETE (Contractor or Subcontractor) on the

RANCHO BLANCO ROAD PROJECT (Building or Work); that during the payroll period commencing on the

15 day of FEBRUARY, 2014, and ending the 21 day of FEBRUARY, 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

RDH SITE AND CONCRETE (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

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(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
DIANALY DE HOYOS-OFFICE MANAGER	

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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 ☐: RDH SITE AND CONCRETE

ADDRESS: 1201 E. MOORE RD 89, PHARR, TEXAS 78577

OMB No.: 1235-0008
Expires: 01/31/2015

PAYROLL NO.: 3

FOR WEEK ENDING: 02/28/2014

PROJECT AND LOCATION: Road & Drainage Construction for Rancho Blanco Rd. S Alamo Rd Intersection w/ Rancho Blanco Rd

PROJECT OR CONTRACT NO.: C-13-250-01-14

(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: S 22	S 23	M 24	T 25	W 26	TH 27	F 28	(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
				HOURS WORKED EACH DAY																
JOSE M. DE HOYOS-0135		LABOR COMMON	O										$320.00							$320.00
			S	8.00	8.00				8.00	8.00	32.00	10.00 ✓								
ALBERTO CORTEZ-6744		BACKHOE OPERATOR	O										$416.00							$416.00
			S	8.00	8.00				8.00	8.00	32.00	13.00 ✓								
OSCAR MONTANO-8794		PIPE LAYER	O										$416.00							$416.00
			S	8.00	8.00				8.00	8.00	32.00	13.00 ✓								
JOSE M. ALEGRIA-9271		MOTORGRADER OPERATOR	O										$480.00							$480.00
			S	8.00	8.00				8.00	8.00	32.00	15.00 ✓								
LUIS F. ALEGRIA-9321		LABOR COMMON	O										$320.00							$320.00
			S	8.00	8.00				8.00	8.00	32.00	10.00 ✓								
			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 03/04/2014

I, DIANALY DE HOYOS (Name of Signatory Party) OFFICE MANAGER (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

RDH SITE AND CONCRETE (Contractor or Subcontractor) on the

RANCHO BLANCO ROAD PROJECT (Building or Work); that during the payroll period commencing on the

22 day of FEBRUARY, 2014, and ending the 28 day of FEBRUARY, 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

RDH SITE AND CONCRETE (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
DIANALY DE HOYOS-OFFICE 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.

R. Gutierrez Engineering Corporation
Texas Engineering Firm Number: F-486
Texas Surveying Firm Number: 101650-00

March 5, 2014

Commissioner Hector "Tito" Palacios
Hidalgo County Precinct No. 2
300 W. Hall Acres Road, Suite G
Pharr, Texas 78577

Subject: Road & Drainage Construction for Rancho Blanco Road
Contract #: C-13-250-01-14
Testing Requirements for Payment Request #1

Dear Commissioner Palacios:

Please be advised that no material testing reports have been submitted to our office for the period from the start of the project, January 30, 2014 through February 28, 2014. Reports for testing during this period will be submitted with the next payment request.

Please call me at (956) 782-2557 if you have questions concerning this matter.

Sincerely,

Hernan A. Lugo, P.E.
Senior Project Manager

cc: file

130 East Park Avenue – Pharr, TX 78577 – Telephone: 956-782-2557 – Fax: 956-782-2558 – E-mail: hlugo@rgec.net

R. Gutierrez Engineering Corporation — Transmittal Form

TO: Comm Hector "Tito" Palacios
c/o Erika Zamora
Hidalg County Precinct #2

FROM: R. Gutierrez Engineering Corporation
SUBJECT: Rancho Blanco Road
PROJECT NO.: ENG13.102
DATE: 3/6/2014

WE ARE SENDING YOU | X ATTACHED | UNDER SEPARATE COVER VIA | Hand Delivery | THE FOLLOWING ITEMS:

___ BLUEPRINTS	___ PLANS	___ SHOP DRAWINGS	___ CD
___ CHANGE ORDER	___ SAMPLES	X PAYMENT REQUEST	___ OTHER: Letter
___ BID TABULATION	___ CONTRACT DOCUMENTS	___ RECORD DRAWINGS	___ 3 1/2" DISKETTE

QUANTITY / SETS	DATED	ITEM DESCRIPTION
1		Payment Request #1 (with Backup)

THESE ARE TRANSMITTED AS CHECKED BELOW:

___ FOR BIDS DUE	___ APPROVED AS NOTED	___ FOR YOUR RECORDS
___ FOR APPROVAL	___ APPROVED AS SUBMITTED	___ FOR YOUR ACKNOWLEDGEMENT
___ FOR YOUR USE	___ RETURN FOR CORRECTIONS	___ RESUBMIT FOR APPORVAL
___ AS REQUESTED	___ FOR FURTHER PROCESSING	___ ON LOAN
___ FOR REVIEW AND COMMENT	___ FOR SIGNATURE	___ OTHER

COMMENTS:

Copy Distribution: file

Received by:

130 East Park Avenue - Pharr, Texas 78577 - Phone: (956) 782-2557 - Fax: (956) 782-2558 - Email: office@rgec.net

Prevailing Wage Rates
Certification Statement

Date 3/19/2014

Project Name Rancho Blanco Road **CSJ#** _____

Contractor RDH Site & Concrete **Application#** _____

I, Carlos Jasso **do hereby state:**
(Name of Project Director)

1. That a payroll (form WH-347 or similar form) was submitted for contract work Performed for the period covered by the attached application.
2. That a statement of compliance(form WH-347 or similar form) was submitted with the payroll.
3. The certified payroll complies with the classifications and minimum wage rates Stipulated in the contract.
4. That a minimum of one interview was conducted with laborers using Form HUD-11 or similar.

_____
Signature

Purchase Order
COUNTY OF HIDALGO

PO# 703901

DATE: 01/28/14

PAGE NO: 1 Of 1

PO TYPE:

VENDOR: 419524 REQ: 00249629

PHONE: (956)502-5426

Fax: (956)475-3917 EMAIL: DIANALY@RDHCOMPANY.COM

DE HOYOS, ROGELIO
D/B/A RDH SITE AND CONCRETE COMPANY
1201 E MOORE RD #89
PHARR TX 78577

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

CONTACT:

SITE: COMMISSIONER, PRECINCT 2

SPECIAL INSTRUCTIONS: REQ. #0015

VENDOR NOTES

1. Do not add to, or alter this Purchase Order. This Order is not renewable.
2. TAX EXEMPTION: This Purchase Order may be accepted in lieu of Exemption Certificate.
3. This Order is also placed F.O.B. Destination. Vendor must repay all shipping costs.
4. Invoice each Purchase Order singly. Original invoices are required customer copy may be accepted. Out number must appear on all invoices, bills of lading, and packages.
5. Payment will be made only for bona fide and full completed orders, unless otherwise attached.

QTY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		#C-13-250-01-14 RANCHO BLANCO ROAD (1/4 MILE E. OF ALAMO to TOWER ROAD) PROJECT / GASB SECTION B ROAD #281 / APPROVED ON CC 1/14/2014 #AI-42514 / CONTRACT #C-13-250-01-14		
1.00	LOT	CC ROAD & DRAINAGE CONSTRUCTION FOR RANCHO BLANCO ROAD PROJECT (1/4 MILE EAST OF ALAMO ROAD to TOWER ROAD)	297,936.11	297,936.11
		TOTAL:		297,936.11
		CONSTRUCTION FOR ROAD PROJECT REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		********** For Hidalgo County use only 4-1200-431-00-122-086-0-731 297,936.11		

SCANNED
Date: VMC 1.30.14

20JH JUN 30 AM 10 03

HIDALGO COUNTY
PRECINCT NO. 2

Authorized by: Martha L Salazar

AI-44217 **Purchasing Department 11. F.**

CC CONSENT

Meeting Date: 04/29/2014

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

Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Notification for clarification purposes only of the correct ending date of the sixty day grace period extension previously approved by Commissioners Court on April 15, 2014-AI#43993 to reflect the sixty day grace period effective May 10, 2014 and ending on July 8, 2014.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No fiscal impact as services are paid from the proceeds of the debt issued. This agenda item is only for clarification purposes of the correct ending date of the sixty day grace period.

Attachments

Minutes/Agenda #43993

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	04/23/2014 01:29 PM
Budget & Management	Debbie Tamez	04/23/2014 02:11 PM
Obdett Calzada	Obdett Calzada	04/23/2014 04:42 PM
Auditor's Office	Monica Badillo	04/25/2014 05:12 PM

Form Started By: Vangie Garcia Started On: 04/23/2014 11:39 AM

Final Approval Date: 04/25/2014

I.	**AI-43907**	Acceptance & approval of the following invoices submitted by contracted/project engineer, L & G Consulting Engineers, Inc.: 1. Invoice No. 11324774- $24,031.25 for "FM 494-Shary Road Project"; 2. Invoice No. 11324777- $41,410.00 for "Mile 3"; 3. Invoice No. 11324779- $ 459.55 for "Tom Gill/Liberty Rd Project"; 4. Invoice No. 11324782- $96,117.00 for "Liberty Road Project"; 5. Invoice No. 11324788- $ 4,346.00 for "La Homa ROW"; 6. Invoice No. 11324790- $16,200.00 for "Mile 2 North-Inspiration to Moorefield Rd"; 7. Invoice No. 11324791- $10,798.60 for "Mile 2-Moorfield Rd West to SH364"
J.	**AI-43894**	Requesting approval to exercise the option to renew/extend the first of two (2), one (1) year terms as stipulated and provided in the contract under the same rates, terms and conditions for "Flexible Base Material (Crushed Caliche)" for Hidalgo County Precincts No. 1, 2 and 4 with Martin Marietta (C-13-018-04-30) and Precincts 1 & 3 with Frontera Materials (C-13-018a-04-30).
K.	**AI-43888**	Requesting authority to purchase staff portraits (8) 8"x10" at $25.00/each, (2) 5"x7" at $25.00/sheet, (1) CD of Images at $50.00 plus a portrait sitting fee of $35.00/each with Treviño's Digital Photography, Inc. through requisition #253789.
L.	**AI-43993**	Accepance and approval of the sixty (60) grace period extension as provided under Section III of Contract#C-10-343-05-10 with First Southwest Company for the provision of "Financial Services-Hidalgo County" with same rates, terms and conditions so as to have no lapse in services while evaluation and procurement process is completed.

APPROVED

AI-43993 **Purchasing Department 8. L.**

CC CONSENT

Meeting Date: 04/15/2014

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

Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Accepance and approval of the sixty (60) grace period extension as provided under Section III of Contract#C-10-343-05-10 with First Southwest Company for the provision of "Financial Services-Hidalgo County" with same rates, terms and conditions so as to have no lapse in services while evaluation and procurement process is completed.

BACKGROUND

Sixty day grace period effective May 10, 2014 and ending on June 8, 2014.

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No Fiscal Impact as services are paid from the proceeds of the debt issued.

Attachments

SIGNED EXTENSION AND CONTRACT

Form Review

Inbox	Reviewed By	Date
Purchasing Department		
Budget & Management		
Auditor's Office		

Form Started By: Vangie Garcia Started On: 04/08/2014 03:45 PM

AI-43987 **Purchasing Department 11. G.**

CC CONSENT

Meeting Date: 04/29/2014

Submitted For: Martha L. Salazar, HC-PA Submitted By: Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft service contract etc.) as attached hereto for: Hidalgo County - " Off Premises Storage, Records Management, Pick-Up, Retrieval & Delivery of Services" RFB No. 2014-050-05-14-YZV including the re-advertisement of project in the event no bid responses are received and/or are rejected and project is still required.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1238-412-00-090-003-0-350

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

BUDGETARY IMPACT:

Available balance as of 4-25-14 $97,110.77

FISCAL YEAR: 2014 ACCT. #: 4-1100-415-18-160-001-0-350

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

BUDGETARY IMPACT:

Available balance as of 4-25-14 $3,887.40

FISCAL YEAR: 2014 ACCT. #: 4-1100-421-00-280-001-0-350

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

BUDGETARY IMPACT:

Available balance as of 4-25-14 $5,375.00

Attachments

DRAFT-RFB 2014-050

DEPT. APPROVAL OF SPECS

Draft Service Contract

Legals Okay and Review of Serv Contract

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/22/2014 02:03 PM
Budget & Management	Debbie Tamez	04/22/2014 04:27 PM
Manuel Chapa	Manuel Chapa	04/25/2014 03:16 PM

Auditor's Office Monica Badillo 04/25/2014 05:12 PM

Form Started By: Yolanda Velasquez Started On: 04/08/2014 02:52 PM

Final Approval Date: 04/25/2014

Bid No: 2014-050-05-14	Buyer: Yolanda Z. Velasquez	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY (ALL FUNDING SOURCES)
"OFF PREMISES STORAGE, RECORDS MANAGEMENT, PICK-UP, RETRIEVAL & DELIVERY SERVICES"

BID OPENING DATE

May 14, 2014

DRAFT

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy 281 Administration Building
Edinburg, Texas 78539
956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"OFF PREMISES STORAGE, RECORDS MANAGEMENT, PICK-UP, RETRIEVAL & DELIVERY SERVICES"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2014-050-05-14-YZV-"OFF PREMISES STORAGE, RECORDS MANAGEMENT, PICK-UP, RETRIEVAL & DELIVERY SERVICES"** and in County's Purchasing Department, 2802 S Business Highway 281, Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, MAY 14, 2014. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR BIDS-2014-050-05-14-YZV-RFB - "OFF PREMISES STORAGE, RECORDS MANAGEMENT, PICK-UP, RETRIEVAL & DELIVERY SERVICES – Hidalgo County** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County**.**

3. Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; **B.** reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and **C.** award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind

and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

DRAFT

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 - **"OFF PREMISES STORAGE, RECORDS MANAGEMENT, PICK-UP, RETRIEVAL & DELIVERY SERVICES"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County – Auditor's Office
Ray Eufracio, County Auditor
2812 S. Business 281
Edinburg, Texas 78539
(956)318-2511

17. Schedule of Events

Bid Opening, 9:30 AM	**MAY 14, 2014**
Award of Contract	_____, 2014
Commence Work or Deliver Products	_____, 2014

18. Bid or Performance Bond and Debarment Certification; Payment under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or

public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

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

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct

business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- **Possess and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. To secure a certificate of "Good Standing", you may access the following website: www.window.state.tx.us/taxinfo/coastintr.htlm .**
  If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.
- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract awarded to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in

any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

DRAFT

Bid

for

HIDALGO COUNTY

"OFF PREMISES STORAGE, RECORDS MANAGEMENT, PICK-UP, RETRIEVAL & DELIVERY SERVICES"

BID NO.: 2014-050-05-14-YZV

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S Business Highway 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

DRAFT

HIDALGO COUNTY (All Funding Sources)
"OFF PREMISES STORAGE, RECORDS MANAGEMENT, PICK-UP, RETRIEVAL & DELIVERY SERVICES"
BID № 2014-050-05-14-YZV

SPECIFICATIONS AND REQUIREMENTS:

1. Revisions to the bid specifications shall not be permitted. Such changes shall constitute a failure to meet the minimum specifications and shall result in a bidder being disqualified from the selection process.

2. Services will be on an **"as needed basis"**. Should the County determine it is in the best interest to keep all documents in-house or to allow the Contract to expire on its own terms, the County shall provide a minimum of sixty (60) days written notice to the vendor that **Hidalgo County** intends to transport its (own Hidalgo County) files from the current awarded vendor's storage to its own (Hidalgo County) facility or another facility **at no additional cost to the County.**

3. The bidder must provide the following services:
   a. Storage of all new/additional records, in a new proper storage box;
   b. Pick-up of files and/or boxes for storage on a daily basis twice a day (morning & afternoon) and on an emergency basis at the discretion of the County described in page 5 (#25) herein and in Exhibit "H";
   c. Deliver files/boxes requested by the Department;
   d. Any storage boxes requiring replacement shall be provided at no charge to the County.
   e. All files/boxes for each County Department/Office must be kept in one location and in close proximity to each other (i.e., all files/boxes of the District Clerk shall be kept in one location within the storage facility).
   f. All files sent to storage or that are retrieved from storage shall be maintained with a reference tracking system before delivery to the appropriate County Department or re-filed. (Described particularly in page 5 (#26).
   g. Over a period of twelve (12) months, the awarded vendor shall provide an inventory of all files stored on its site. An updated inventory progress report shall be provided to the appropriate County Department on a monthly basis as more particularly described in page 5 (#26) of these specifications.

4. For purposes of this RFB:

   "Delivery" is defined as the actual carrying and turning over to the intended recipient of a file or box requested from storage.
   "Pick-Up" is defined as the actual physical carrying and transporting of a file or box form the County Department by the bidder with the intent of filing and storing such file or box at the bidder's facility.

"Retrieval" shall mean the actual transport of a file from storage which is then prepared for delivery to the appropriate County department. Any instance in which a file is requested more than once because the selected bidder failed to deliver or locate such file after the initial request, shall not be considered or counted as a separate retrieval regardless of the reason such delivery was not made.

"Request" A request for a file or box shall consist of a County Department's designated person providing written form (See Exhibit "G") to the selected bidder of the exact file/box being sought for Retrieval and Delivery.

The services listed in #3 above consisting of the delivery, pickup, storage, retrieval and request of files and/or boxes are hereinafter collectively referred to as the "Services".

5. It is the contractor's sole responsibility to review and comply with all applicable statutes or regulations. All record storage management must also be conducted in accordance with applicable State of Texas Library Commission rules and regulations including, but not limited to the schedules that are made a part hereof. You may access these at the following web address: http://www/tsl.state.tx.us/slrm/recordspubs/index.html

    a. Microfilming Standards and Procedures (Local Government Bulletin A)
    b. Electronic Records Standards and Procedures (Local Government Bulletin B)
    c. Inventory and scheduling Records (Local Government Bulletin C)
    d. Local Government Records Act (Local Government Bulletin D)

6. The Storage facility must be located entirely within Hidalgo County.

    a) Contractor will provide complete description of location including a physical address of facility where records will be stored and managed.
    b) Contractor must commit sufficient staff, equipment and vehicles to comply with all specifications and render all requirements defined by Hidalgo County. Contractor must also provide all information requested in the specifications and/or requirements. Failure to do so may disqualify the bidder from the procurement process.

7. The storage facility must be free of dust and dirt buildup.

8. The facility should be a standalone structure, or if shared with other businesses, a firewall of approved construction must separate the two entities.

9. If the storage location is in a structure with other unrelated tenants, the nature of that business will be assessed by Hidalgo County Purchasing Department to determine if such business may expose the County to any significant risks that my affect the overall integrity of records stored. This determination will be made solely by Hidalgo County and if a risk is determined, the bidder may be disqualified from the procurement process.

10. The facility shall maintain a good fire prevention program based on good housekeeping procedures, including but not limited to:

a) Smoking or use of open flame devices in storage areas shall be prohibited.
b) The facility shall have appropriate fire detection and suppression systems with such procedures in place to ensure their effectiveness.
c) Such systems must include adequate smoke and fire early warning systems.
d) Sprinkler systems should be equipped with a warning mechanism to alert staff of activation and have manual shut-off device to prevent unnecessary water damage to the records
e) Halon is a preferred suppression system (same as or equivalent too) meeting specifications of this requirements.

11. The facility must be climate and humidity controlled. The humidity shall not exceed 60% and the temperature shall not exceed 90 degrees Fahrenheit in the paper records storage area. The temperature should be checked in summer months randomly.

12. Boxes shall not be stacked more than four (4) boxes high.

13. The contractor must maintain an adequate pest control program that includes at least two **termite, silverfish and carpenter ants** inspections per year (at least once every six (6) months) by a qualified pest control service. Proof of such inspections must be provided to each individual county department(s) under this bid. Failure to provide proof of inspections within 10 days of such inspections may result in Hidalgo County terminating the contract without notice to the vendor. User department(s) including in this bid shall be notified immediately if any insect infestation is detected inside the storage facility.

14. Air quality must be maintained in a manner that ensures that no contaminant that may cause damage to records (i.e. mold) occurs.

15. The current awarded contractor for this bid is **CTC Distributing** and it does not permit the inspection of their premises by interested bid participants.

16. **Records Inventory List**: For the purposes of this bid submittal, the current contractor has submitted the following inventory, and to the best of the County's knowledge, such inventory as of **February 28, 2014** includes the following:

INVENTORY	DISTRICT CLERK'S	PURCHASING AGENT	SHERIFF'S OFFICE
Letter/Legal Size Boxes	23,500	1,900	1,200
Letter Transfer Size Boxes	0	0	0
Legal Transfer Size Boxes	0	0	0
Non-Standard Size Boxes	0	0	0
Books	0	0	0
Check Boxes	0	0	0

17. Bidders are advised that all County departments hold their most active files, but may at any time request such records to be made part of existing storage inventory. A "Request" for a file or box shall consist of a County Department's designated person providing a written form (see Exhibit "G") to the selected bidder of the exact for the exact file/box being sought for Retrieval and Delivery.

18. If necessary, upon award of bid the transfer of all inventory from the current storage facility will be conducted under the supervision of the user department(s) authorized designee and the Purchasing

Department. **All expenses associated with the transfer of inventory shall be at the County's expense and shall be the responsibility of the County**. However, selected bidder must be prepared to resume immediate, uninterrupted, efficient transition of all specified requirements and services.

19. Minimum detailed specifications are included for storage boxes. Compliance with all specifications and conditions are required. No substitutions allowed. (meets minimum specifications)

Specification(s) for Storage Box:	Letter/Legal 12 W x 15 L x 10 H Separate Cover Triple Walled (Width) Double Walled (Length) Double Bottom

20. Security Guidelines: The contractor shall provide protection against sabotage, theft, and vandalism. All visitors to the storage facility must be required to register upon entrance and monitored during their stay. Exits should be in areas that are closely monitored.

21. On-site Access: The selected bidder will work with the user department(s) on special projects requiring the temporary staging of records at the record storage facility. These projects are usually for the purpose of verifying contents before destruction, renumbering boxes, conducting detail searches, and for shifting files throughout a range of boxes. Hidalgo County will provide a minimum of 24 hours notice for projects that involve staging of ten (10) or more boxes.

    Hidalgo County reserves the right to access the storage premises with reasonable written notice during regular work hours for the purposes of auditing, inspecting, and/or confirming storage methods.

22. **NOTE: ALL RECORDS SHALL BE PICKED UP, DELIVERED, AND TRANSPORTED TO AND FROM THE USER DEPARTMENT(S) OFFICE BY CONTRACTOR'S EMPLOYEES AND USING CONTRACTOR'S VEHICLES**.

    QUESTIONS/CONCERNS- ABOUT FILES SHOULD BE IN EMAIL FORM TO HAVE RECORDS.

23. Response Time. The parties agree to the following response time by Company:

    a. Files and boxes shall be picked up for storage within five (5) days of receipt of work order from the Department.

    b. Retrieval and Delivery of files from storage to the Department shall occur twice a day - by 10:00 a.m. and by 3:00 p.m. on the same day a request is made so long as such request is made no later than 1:00 p.m. For orders placed after 1:00 p.m., files and boxes shall be delivered on the next business day by 10:00 a.m.

    c. In the case there is an emergency request for the delivery of a file or box, such delivery shall be made within 2 business hours from the time of the request.

24. All files or boxes recalled from storage shall be delivered within the time-frame stated above. However, if a file has not been delivered within this time frame, the maximum allowable Response Time for a status report (i.e. in route, delivered, not found, etc.), shall be 24 hours from the time the file/box is Requested. **Continued failure to meet these requirements may be cause for termination of the contract.**

25. **Hours of Services Required**: Hours of Service shall be normal business hours, 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding holidays. However, service must be available at a moment's notice, 24

hours a day, upon written notification by the user department of an emergency situation; See Exhibit "H" Request for Emergency Services)

26. **Monthly Reports**: Hidalgo County requires monthly activity reports reflecting the total number of containers in storage by category (i.e. probate/criminal/civil), number of new containers added, number of containers permanently removed, number of boxes/files requested, number of boxes retrieved, number of boxes delivered and the number of boxes picked up for storage. In addition to this information, the monthly report should include a list of files requested but not found (Monthly reports shall be due at the County Department no later than the 10th day after the end of each month.

The following electronic inventory and tracking system must be provided to identify each individual file before delivery to the appropriate user department or re-filed. All files sent to storage or that are retrieved from storage shall be maintained with a reference tracking system:

- Must maintain an electronic database that is accessible from multiple sites.
- Document jackets must provide some type electronic tracking mechanism, preferably an RFID tag on the jacket or to a lesser extend a bar code.
- An exact electronic inventory of all files must be provided as needed to the County.
- Both the vendor site and the County must have compatible readers and access to the inventory at all times.
- All files must be accounted for and tracked through the electronic system at all times, at all sites.
- Electronic tag on case jacket must be of an accepted industry standard format.
- RFID (tracking system) is a preferred method; vendor/bidder will not be disqualified for providing a bid on any other tracking system. If the tracking system submitted by the vendor in the bid is not the system preferred by Hidalgo County (as indicated and specified in the bid packet), Hidalgo County reserves the right to request a demonstration of the system in order to assess and ensure compliance with Hidalgo County needs and requirements.

27. **Additional Information:** Hidalgo County is requesting that any and all questions, inquiries and clarification regarding this RFB, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 So. Business 281, Edinburg, Texas 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE TO: 956-318-2629 OR VIA EMAIL TO: yolanda.velasquez@co.hidalgo.tx.us NO LATER THAN, Wednesday**, MAY 07, 2014** 5:00 P.M. Responses to said inquiries will be sent to all applicants via facsimile or email by no later than, 5:00 P.M., Friday, **MAY 09, 2014**.

28. **TERM OF CONTRACT:** The initial term of contract will commence upon award and execution of a contract for a one (1) year period. The County shall have the right to extend the contract for two (2) additional one (1) year terms under the same rates/fees, terms and conditions reflected in the County's bid award described on the Bid Page (Exhibit "B").

29. **OPTION TO RENEW:** Hidalgo County may renew the contract for two (2) additional one (1) year periods except as otherwise provided herein, all terms and conditions will remain unchanged and in full force and effect. The option to renew, if exercised, shall be executed in the form of a change order to be issued no sooner than ninety (90) days prior to expiration of the contract and no later than thirty (30) days of the final day.

30. **GRACE PERIOD:** Hidalgo County reserves the right to continue this bid under the same terms and conditions for an additional ninety (90) day grace period at the end of the contract term for unforeseen delays in the award of a new bid, or the county's inability to obtain all records from the storage site.

31. **CONTRACT AWARD:** Hidalgo County reserves the right to award a contract to the responsible bidder meeting all specifications and submitting the lowest bid for all items and Services identified in the Specifications and General Provisions.

Upon the termination or expiration of the Contract, the vendor shall make available to the County any and all County files it holds in its possession in a timely manner but in no circumstances any longer than thirty (30) days upon termination or expiration of the Contract in order for the County to transport such files to its own or another facility. All files shall be made available to the County for transport at no additional cost to the County.

All files held in storage on behalf of the County are records belonging the public and must be returned to the County regardless of when and/or where they are located in the future.

32. **PURCHASE ORDER**: Contractor will not perform any services until a purchase order number is assigned by the designated representative of the Purchasing Department. Contractor will reference contract number and purchase orders on all invoices submitted to the Hidalgo County District Clerk. Actual requirements will be stated through issuance of individual purchase orders against the contract, and no obligation to pay for any quantities shall be deemed to exist unless or until such purchase orders are issued.

*33. **TERMINATION:** The contract awarded to the successful bidder will be in effect until (a) the contract expires, (b) performance of all specifications, requirements and services ordered, or (c) terminated by county with sixty (60) day's written notice with or without cause, or (d) upon award of contract to a new bidder, whichever comes first.

34. **CONTRACT ADMINISTRATOR:** For purposes of monitoring performance, establishing requirements, approving and coordinating schedules, users, and equipment, the County Purchasing Department named below shall act as contract administrator on behalf of Hidalgo County:

HIDALGO COUNTY PURCHASING DEPARTMENT
ATTN: CONTRACT ADMINISTRATOR(S)
2812 S. BUSINESS HWY 281 (NEW ADMINISTRATION BLDG.)
EDINBURG, TX 78539
(956) 318-2626

35. **ADDITIONAL PROVISION:** The following clauses or provisions must be included in the contract:

A. **Liquidated Damages Clause:** The vendor acknowledges that the files and documents being stored are important public records, and that the ultimate safety and security of the documents and files rests with the District Clerk. The vendor and Hidalgo County agree that the loss of files or documents by the vendor will result in certain damages and costs to the County which are not accurately ascertainable. Therefore, in the event that a file is lost or destroyed as a result of the negligent or willful act of the vendor or its agents, employees, officers or contractors, and said loss or destruction is not covered by insurance required to be maintained under other provisions of these specifications, the vendor and Hidalgo County agree that the vendor shall pay to the Hidalgo County District Clerk,

as liquidated damages, the sum of $1,000.00 for each file or portion of a file which is lost or destroyed within 10 days upon the discovery of the lost or destroyed file or portion thereof. The vendor and Hidalgo County agree that the amount established by this provision as liquidated damages is reasonable under the circumstances existing at the time of the execution of this contract with vendor pursuant to this procurement.

36. **SCOPE OF CONTRACT:** The contract for the procurement of the Services describes herein shall be as follows:

a) **A firm fixed price, estimated quantity contract** calling for delivery of the products and Services identified in the Bid Specifications, including the **Records Inventory List** (see page 3, Specifications above), at the stated prices, submitted by the bidder.

b) Upon acceptance of a bid by Hidalgo County Commissioners' Court and issuance of a Contract Award by the Hidalgo County Purchasing Agent, contractor shall be obligated to perform the services at the stated prices, within the time specified, and in accordance with all Legal Notices and Specifications contained herein.

c) During the term of the agreement, should the volume of boxes decrease for **the Purchasing Department**, THIS BID SHALL BE **ON A PRO-RATED PER BOX (UNIT COST) AS VOLUME OF BOXES DECREASES.** for the storage of Hidalgo County records at a staffed facility and at which all files will be stored in proper storage. Hidalgo County reserves the right to utilize whichever option is most beneficial to Hidalgo County Purchasing Department.

The quantities stated in the **Records FEBRUARY 28, 2014**. This represents a realistic estimate based on past consumption for purposes of securing a bid price. **The quantities are not firm and are not hereby ordered or called for. No County department is required to use the services of the selected bidder at any time but shall only use such services as may be convenient and necessary for the proper records management operation of the particular office and department.** Actual requirements for services will be stated through issuance of individual purchase orders against the contract, and no obligation to pay for any quantities shall be deemed to exist unless or until such purchase orders are issued.

CHANGES TO GENERAL SCOPE OF CONTRACT: The County Purchasing Agent may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one of the following:

a. Method of delivery or pickup of files
b. Place of deliveries.
c. Correction of errors of a general administrative nature of other mistakes, the correction of which does not affect the scope of the contract, or does not result in expense to the Contractor.
d. Description of services to be provided which do not result in additional expenses to the Contractor.
e. Time of performance (i.e. hours of day, days of week, etc.)
f. 37. **FUNDING:** Funds for payment on the proposed contract have been provided through the COUNTY OF HIDALGO budget approved by Commissioners' Court for 2014 year only. State of Texas statutes prohibit the obligations and expenditure of public funds beyond the fiscal year for which a budget has been approved. However, the cost of items or services covered by this contract is considered a recurring requirement and is included as a standard and routine expense of Hidalgo County to be included in each proposed budget within the foreseeable future.

County Commissioners' Court expect this to be an integral part of future budgets to be approved during the period of the proposed contract except for unanticipated needs or events which may prevent such payments against the contract. However, COUNTY OF HIDALGO cannot guarantee the availability of funds, and enters into this contract only to the extent such funds are made available. The Fiscal Year for County extends from January 1st to December 31st of each calendar year.

38. **INVOICING:** All invoices submitted by contractor must reference the contract number and purchase order number(s) on the invoice. Hidalgo County will not pay invoices that are in excess of the amount authorized by the purchase order number or the contract.

39. **DESIGNATED COUNTY HOLIDAYS 2014:** No deliveries will be requested on designated holidays, unless specific prior arrangements have been made. Below is the approved holiday schedule. Future schedules are expected to be similar.

HOLIDAY SCHEDULE 2014		
NEW YEAR'S EVE/DAY	WEDNESDAY/THURSDAY	DECEMBER 31, 2014/JANUARY 01, 2015
MARTIN LUTHER KING DAY	MONDAY	JANUARY 20, 2014
PRESIDEN'TS DAY	MONDAY	FEBRUARY 17, 2014
GOOD FRIDAY	FRIDAY	APRIL 18, 2014
EASTER	MONDAY	APRIL 21, 2014
MEMORIAL DAY	MONDAY	MAY 26, 2014
INDEPENDENCE DAY	FRIDAY	JULY 04, 2014
LABOR DAY	MONDAY	SEPTEMBER 01, 2014
VETERAN'S DAY	TUESDAY	NOVEMBER 11, 2014
THANKSGIVING	THURSDAY/FRIDAY	NOVEMBER 25 & 26, 2014
CHRISTMAS EVE/DAY	THURSDAY/FRIDAY	DECEMBER 25 & 26, 2014

EXHIBIT "A"

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AFFIDAVIT

BEFORE ME, the undersigned _____authority on this _____day personally appeared who, being by me duly sworn, upon oath says: that he/she is duly qualified and authorized to make this affidavit for and on behalf of _____, bidder/offeror /contractor, of _____County, Texas, and is fully cognizant of the facts herein set out and affirms to the truth and accuracy of the certifications made herein by signing this affidavit; that the bidder/offeror/contractor has received the list of key persons dated , 2011, and attached to this affidavit as Exhibit "A"; that he/she personally read the said Exhibit "A"; that he/she can read the English language; and that he/she has no knowledge of any key person with whom the bidder/offeror is doing business or has done business during the 365-day period immediately prior to the date of this affidavit whose name is not disclosed in the bid, offer, or contract.

Bidder/Offeror/Contractor

_____
Signature of Affiant

_____
Typed or Printed Name of Affiant

_____
Title of Affiant

_____
Address

SUBSCRIBED AND SWORN to before me by the said _____ this __day of _____ 2014, to certify which witness my hand and seal of office.

Notary Public in and for _____County, Texas.

_____
Typed or printed name of notary

My commission expires:

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EXHIBIT "A"

ATTACHMENT 1

Bidder acknowledges that Bidder is doing business or has done business during the 365-day period immediately prior to the date on which this bid is due with the following key persons and warrants that these are the only such key persons.

1. _____ _____
   Print Name Title

2. _____ _____
   Print Name Title

If no one is listed above, Bidder warrants that Bidder is not doing business and has not done business during the 365-day period immediately prior to the date on which this bid is due with any key person.

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HIDALGO COUNTY

OFF PREMISES STORAGE, RECORDS MANAGEMENT, PICK UP,
RETRIEVAL & DELIVERY SERVICES" for
RFB No. 2014-050-05-14-YZV

I. **Vehicles:** List vehicles to be utilized for this Project: Make/Model, Vehicle Identification Numbers, License Plate Numbers, for each vehicle currently owned and/or leased by bidder which shall be covered under insurance requirements as set forth by Hidalgo County. (If additional space is required a second sheet is provided.) Vendor must provide the following information:

Year/ Make/Model	Vehicle Identification No.	License Plate No.	Vendor Owned or Leased

II. **System/Equipment:** List equipment that you will be utilizing to render the services detailed in the specifications.(i.e. shelving, file storage, tracking system).

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III. **<u>Staffing</u>:** Number of employees that will be assigned to render all specifications detailed herein for storage boxes for Hidalgo County? Explain staff positions and duties.

EXHIBIT "F"

KEY LIST

"OFF PREMISES STORAGE, RECORDS MANAGEMENT, PICK UP, RETRIEVAL & DELIVERY SERVICES" for HIDALGO COUNTY
BID NO.: 2014-050-05-14-YZV

LIST OF KEY PERSONS

NAME OF INDIVIDUAL HOLDING OFFICE/POSITION	POSITION HELD
HON. RAMON GARCIA	HIDALGO COUNTY JUDGE
HON. A.C. CUELLAR	HIDALGO COUNTY PRECINCT NO. 1
HON. HECTOR "TITO" PALACIOS	HIDALGO COUNTY PRECINCT NO. 2
HON. JOE M. FLORES	HIDALGO COUNTY PRECINCT NO. 3
HON. JOSEPH PALACIOS	HIDALGO COUNTY PRECINCT NO. 4
HON.	HIDALGO COUNTY SHERIFF
HON. LAURA HINOJOSA	HIDALGO COUNTY DISTRICT CLERK
MARTHA L. SALAZAR	HIDALGO COUNTY PURCHASING AGENT

DRAFT

EXHIBIT "G"

INFORMATION REQUEST FORM	
File № Requested:	Cause №:
Style of Case:	
Requested by (Entity):	
Picked up by:	
Signature:	Date & Time:
This is to certify that the above –named person is duly authorized to receive the information being requested herein. It is this party's responsibility to ensure the return of these documents.	
Hidalgo County District Clerk, or Assignee:	
Date & Time Returned:	
Returned by:	Signature:

Hidalgo County "Information Request Form" 2/2014

EXHIBIT "H"

REQUEST FOR EMERGENCY SERVICES

This to authorize the retrieval and delivery of records under emergency (special) circumstances mentioned in Section VI, Hours of Service Required, and Section IX Contract (Special) Provisions, of the:

"Off-Premises Storage, Records Management, Pick-Up & Delivery Services" **–**

_____(Entity)

I_____, hereby acknowledge that an urgency exists which warrants the immediate retrieval and delivery of the records listed on the attached Exhibit "G".

_____ _____

Type Department Head and/or Designee Date

Hidalgo County "Request for Emergency Services" 2/2014

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-14-050-00-00

THIS CONTRACT is made and entered into this____day of_____, 2014 by and between the COUNTY OF HIDALGO, TEXAS ("County"), and_____ a Texas Corporation ("Company").

WHEREAS, Company responded to advertised notices for bids for "**Off-Premises Storage, Records Management, Pick Up & Delivery Services" for Hidalgo County District Clerk, Purchasing Department, and Sheriff's Office;**

WHEREAS, Company submitted a bid to provide services in accordance with the specifications a copy of Request for Bid (RFB) Procurement Packet being attached hereto as Exhibits "A" (the "RFB") and Exhibit "B" respectively, and incorporated herein for all purposes (the "Bid Page"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the services described in the Specifications through Company's, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the services described in the Specifications for Hidalgo County District Clerk, Purchasing Department, and Sheriff's Office (the "Department"). This Contract does not extend to any third

parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, the following services as described in the Specifications on an as needed basis for Department or its designated agent:

a. Storage of all new/additional records in new proper storage boxes;
b. Pick up of files and/or boxes from County for storage on a daily basis at least twice a day (morning by10:00 a.m. and afternoon by 3:00 p.m.) and on an emergency basis as described in the Specifications.
c. Delivery of files and/or boxes requested by Department;
d. Provision of replacement boxes at no charge to County;
e. Storage of files/boxes kept on behalf of Department in a centralized location in close proximity to each other (i.e. one location);
f. Bar-coding of all boxes sent to storage or retrieved from storage before delivery to County Department or before being refilled (bar-coding requirements are more specifically defined in _____).

The services described in items 2 (a-g) shall be referred to as the "Services". Company agrees that in performing the Services it will use proper professional standards, comply with any and all appropriate laws and regulations and shall devote such time as is necessary to safely and efficiently provide the Services.

3. **Definitions**: For purposes of this Contract, the following terms shall mean:

a. "**Request**" for a file or box shall consist of the Department providing a written form (see Exhibit ____) to Company for the exact file/box sought for Retrieval and Delivery.

b. "**Retrieval**" shall mean the actual transport of a file from storage which is then prepared for delivery to the Department. Any instance in which a file is requested more than once because the Company failed to deliver or locate such file after the initial request, shall not be considered or counted as a separate retrieval regardless of the reason such delivery was not made.

c. "**Delivery**" is defined as the actual carrying and turning over to the intended recipient of a file or box requested from storage.

d. "**Pick Up"** shall mean the actual physical carrying and transporting of a file or box from the Department by the Company with the intent of filing and storing such file or box at the Company's facility.

4. **Term**. This Contract shall be for a period beginning Month 00, 2014 and ending on Month 00, 2015, and may be extended at the sole discretion of County for an additional ninety (90) days (the "Grace Period") for unforeseen delays in the award of a new bid or the County's inability to obtain all records from the storage site.

5. **Renewal**. County may renew this Contract for two (2) additional one (1) year periods. Except as otherwise provided herein all terms and conditions will remain unchanged and in full force and effect. The option to renew, if exercised, shall be executed in the form of a change order to be issued no sooner than ninety (90) days prior to expiration of the contract and no later than thirty (30) days of the final day of the contract period.

6. **Hours of Service**. Hours for Services shall be normal business hours, 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding holidays. However, Services must be available at a moment's notice 24 hours a day, upon written notification by the Department of an emergency situation (see Exhibit ____).

7. **Payment**. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" (see Bid Sheets) attached hereto payable against written invoice submitted by Company. The parties further agree that this Contract is on an "as-needed" basis as may be convenient and necessary for its proper records management operation and if at any time, the Department does not opt to request any Service in a particular

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month, no payment shall be due to Company for said month.

8. **Storage Box Specifications.** Contractor agrees to comply with the following box specifications for the storage of the Department's files:

Legal and Letter12 W X 15 L X 10 H;
Separate Cover; Triple Walled (Width);
Double Walled (Length);
Double Bottom.

9. **Bar Coding Specifications.** Contractor agrees to use the _____ bar-coding system to bar-code all files delivered to County from storage and all files picked up from County for storage. Such system is compatible with the County's internal bar-coding system and must be available at all times during the performance of this Contract.

10. As a condition of this Contract, the storage facility where County records will be stored must be located entirely within Hidalgo County.

11. Company agrees to be solely responsible for the review and compliance of all applicable statutes or regulations related to storage of public records. All record storage management must also be conducted in accordance with applicable State of Texas Library Commission rules and regulations.

12. **Response Time**. The parties agree to the following response time by Company:

a. Files and boxes shall be picked up for storage within five (5) days of receipt of work order from the Department.

b. Retrieval and Delivery of files from storage to the Department shall occur twice a day - by 10 a.m. and by 3 p.m. on the same day a request is made so long as such request is made no later than 1 p.m. For orders placed after 1 p.m., files and boxes shall be delivered on the next business day by 10 a.m.

c. In the case there is an emergency request for the delivery of a file or box, such delivery shall be made within 2 business hours from the time of the request.

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13. **Facility Condition**. Company shall provide a storage facility that is free of dust and dirt buildup. The structure shall preferably be a standalone structure, but if shared with other businesses, a firewall of approved construction shall separate the two entities. The facility shall maintain a good fire prevention program based on good housekeeping procedures including but not limited to: (1) Smoking and use of open flame devices in storage areas shall be prohibited; (2) The facility shall have appropriate fire detection and suppression systems with such procedures in place to ensure their effectiveness; (3) Such systems must include adequate smoke and fire early warning systems; (4) Sprinkler systems should be equipped with a warning mechanism to alert staff of activation and have a manual shut-off devise to prevent unnecessary water damage to records; (5) Halon is preferred suppression system. The facility shall also be client and humidity controlled with humidity not exceeding sixty percent (60%) and the temperature shall not exceed 90 degrees Fahrenheit in the records storage area. Air quality must be maintained in a manner that ensures that no contaminant that may cause damage to records (i.e. mold) exists.

14. **Pest Control and Inspections.** The Company agrees to maintain an adequate pest control program that includes at least two (2) termite, silverfish and carpenter ants inspections per year (at least once every six (6) months) by a qualified pest control service company. Proof of such inspections must be provided to the Department. Failure to provide proof of inspections within 10 days of such inspections may result in County terminating the contract without notice to vendor. The County shall be notified immediately if any insect infestation is detected inside the storage facility and immediate remediation measures shall be taken by Company to correct the infestation.

15. **Monthly Reports.** Department shall require Company to provide monthly activity reports reflecting the total number of containers in storage by media type, number of new containers

(boxes) added; number of containers (boxes) permanently removed; number of boxes/files requested, number of boxes retrieved; number of boxes delivered and the number of boxes picked up for storage. In addition, the monthly report must include a list of files requested but not found. Monthly reports shall be due at the Department no later than the 10th day after the end of the month. During the first twelve (12) months of the Contract term, the Company agrees to provide County an inventory of all files stored on site.

16. **Security**. The Company shall provide protection against sabotage, theft and vandalism. All visitors to the storage facility shall be required to register upon entrance and monitored during their stay. Exists shall also be in areas that are closely monitored.

17. **On-Site Access**. Company shall work with Department on special projects requiring temporary staging of records at the records storage facility. These projects are usually for the purpose of verifying contents, renumbering of boxes, conducting detailed searches, and for shifting files throughout a range of boxes. County agrees to provide a minimum of 24 hours notice for projects that involve staging of ten (10) or more boxes. Department also reserves the right to access the storage premises with reasonable written notice during regular working hours for the purposes of auditing, inspecting, and/or confirming files storage methods.

18. Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

19. Company shall, at all times, provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such

trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

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

21. **Indemnification**. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees, for the defense of any action against County arising out of, resulting from, or connected with the provision of the Services by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

22. **Non-Assignment.** This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

23. **Conflict of 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 and provision of their 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 provision of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the times such conflict exists.

24. **Successors.** This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors,

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and assigns where permitted by this Contract.

25. **Independent Contractor**. The Company, at all times will act as an independent contractor providing the Services and will not act or hold itself out to third parties as an employee or agent of County in the provision of the Services. The County shall not control how the results or the details of the Services are provided and/or achieved. As an Independent Contractor, Company shall supply its own tools, equipment, materials, supplies and/or labor as may be necessary to complete the Services and shall not rely on or require the County to supply any of the above, unless otherwise specified in this Contract.

26. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: The County of Hidalgo
Attn: County Judge
302 W University Drive
Edinburg, Texas 78539

If to Company: _____
_____
_____
_____

27. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

28. **Termination**. This Contract shall be in effect until (a) the Contract expires; or (b) performance of all specifications, requirements and services are completed; or (c) terminated by either party with thirty (30) days written notice with or without cause; or (d) upon award of contract

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to a new bidder, whichever comes first.

29. Upon the termination or expiration of the Contract, the Company shall make available to the County, any and all County records it holds in its possession in a timely manner but in no circumstances any longer than thirty (30) days upon termination or expiration of the Contract in order for the County to transport such files to its own facility or another facility. All such files shall be made available to the County for transport at no additional cost to the County. **Company understands that all files held in storage on behalf of the County are important public records and are public property which must be returned to an appropriate County Official regardless of when and/or where they are located in the future.**

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

31. **TEXAS LAW TO APPLY. THIS CONTRACT 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.**

32. **Liquidated Damages**. The Company acknowledges that the files and documents being stored are important public records, and that the ultimate safety and security of the documents and files rests with the Department. The Company and County agree that the loss of files or documents by the vendor will result in certain damages and costs to the County which are not accurately ascertainable. Therefore, in the event that a file is lost or destroyed as a result of the

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negligent or willful act of the Company or its agents, employees, officers or contractors, and said loss or destruction is not covered by insurance required to be maintained under other provisions of this Contract, the Company and County agree that Company shall pay to Hidalgo County, as liquidated damages, the sum of One Thousand Dollars and no/100ths ($1,000.00) for each file or portion of a file

33. **Changes to Contract**. The County Purchasing Department may at any time, by written order, and without notice to the Company's sureties, make reasonable changes within the general scope of the contract in any of the following: (1) method of delivery or pickup of files; (2) place of deliveries; (3) corrections of errors of a general administrative nature or other mistakes; the correction of which does not affect the scope of the contract, or does not result in expense to Company; (4) description of services to be provided which do not result in additional expenses to the Company; (5) time of performance (i.e. hours of day, days of week, etc.). All other amendments to the Contract shall be agreed to by bother parties and shall be made in writing by Contract amendment.

34. **Commitment of Current Revenues Only.** In the event that during any term hereof, the County's governing body does not appropriate sufficient funds to meet its obligations of this Contract, then the County may terminate this Contract upon sixty (60) days written notice to the Company. The County however, agrees to use its best efforts to secure funds necessary for the continued performance of this Contract. The County intends this provision to be a continuing right to terminate this Contract at the expiration of each budget period pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903.

34. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or

representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and not otherwise.

WITNESS our hands in duplicate originals this_____ day of _____, 2014.

COUNTY OF HIDALGO

ATTEST: By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY

_____
By:_____
Printed Name:_____
Title:_____

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

By:_____

Approved by Commissioners' Court on, _____day of _____, 2014

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EXHIBIT “A”

SPECIFICATIONS

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EXHIBIT “B”

PAYMENT SCHEDULE

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EXHIBIT “C”

INSURANCE REQUIREMENTS

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MEMORANDUM

2812 SOUTH BUSINESS HIGHWAY 281 ★ EDINBURG, TEXAS 78539★TEL: (956) 318-2626 ★ FAX: (956) 318-2629

To: Laura Hinojosa,
District Clerks Office
ATTN: Stephanie Palacios

From: Yolanda Velasquez YZV
Purchasing Dept., Buyer II

Date: February 21, 2014

Re: **RFB No. 2014-050-00-00-YZV Approval of Specifications/Requirements for "OFF PREMISES STORAGE, RECORDS MANAGEMENT, PICK-UP, RETRIEVAL & DELIVERY SERVICES"**

Please review the following **SPECIFICATIONS/REQUIREMENTS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE.** Please make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions or need additional information please call me at (956) 318-2626 ext# 4881.

APPROVE ☑	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☐	

FUNDS AVAILABILITY: Yes ✓ No _____ Other specify _____

BUDGET ACCOUNT#: 4-1238-412-00-040-003-0-350

Laura Hinojosa LAURA HINOJOSA 04/04/2014
AUTHORIZED SIGNATURE PRINTED NAME DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 or E-mail: yolanda.velasquez@co.hidalgo.tx.us no later than WEDNESDAY, MARCH 12, 2014 by 2:00P.M.

ENCLOSURES

MEMORANDUM

2812 SOUTH BUSINESS HIGHWAY 281 ★ EDINBURG, TEXAS 78539★TEL: (956) 318-2626 ★ FAX: (956) 318-2629

To: Guadalupe (Lupe) Treviño
H.C. Sheriff's Office
Attn: Juan Tapia

From: Yolanda Velasquez YZV
Purchasing Dept., Buyer II

Date: February 21, 2014

Re: **RFB No. 2014-050-00-00-YZV Approval of Specifications/Requirements for "OFF PREMISES STORAGE, RECORDS MANAGEMENT, PICK-UP, RETRIEVAL & DELIVERY SERVICES"**

Please review the following **SPECIFICATIONS/REQUIREMENTS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE.** Please make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions or need additional information please call me at (956) 318-2626 ext# 4881.

APPROVE	☑	DISAPPROVE	☐
APPROVED WITH MODIFICATIONS			☐

FUNDS AVAILABILITY: Yes _____ No _____ Other specify _____

BUDGET ACCOUNT#: 4-1100-481-00-280-001-0-350

Richard Ozuna 2-25-14

AUTHORIZED SIGNATURE PRINTED NAME DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 or E-mail: yolanda.velasquez@co.hidalgo.tx.us no later than WEDNESDAY, MARCH 12, 2014 by 2:00P.M.

ENCLOSURES

MEMORANDUM

2812 SOUTH BUSINESS HIGHWAY 281 ★ EDINBURG, TEXAS 78539★TEL: (956) 318-2626 ★ FAX: (956) 318-2629

To: Nielda Cavazos,
Purchasing Department

From: Yolanda Velasquez
Purchasing Dept., Buyer II

Date: February 21, 2014

Re: **RFB No. 2014-050-00-00-YZV Approval of Specifications/Requirements for "OFF PREMISES STORAGE, RECORDS MANAGEMENT, PICK-UP, RETRIEVAL & DELIVERY SERVICES"**

Please review the following **SPECIFICATIONS/REQUIREMENTS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE.** Please make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions or need additional information please call me at (956) 318-2626 ext# 4881.

APPROVE	☑	DISAPPROVE	☐
APPROVED WITH MODIFICATIONS			☐

FUNDS AVAILABILITY: Yes X No _____ Other specify _____

BUDGET ACCOUNT#: 4-1100-415-18-160-001-0-350

Nielda Cavazos — Nielda Cavazos — 2/21/14

AUTHORIZED SIGNATURE — PRINTED NAME — DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 or E-mail: yolanda.velasquez@co.hidalgo.tx.us no later than WEDNESDAY, MARCH 12, 2014 by 2:00P.M.

ENCLOSURES

THE STATE OF TEXAS §

§

COUNTY OF HIDALGO §

SERVICE CONTRACT

C-14-050-00-00

THIS CONTRACT is made and entered into this _____ day of **Month 2014** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and _____ a Texas. ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Off-Premises Storage, Records Management, Pick Up & Delivery Services for Hidalgo County- District Clerk's, Purchasing Department & Sheriff's Office"** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications");

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded

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the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the RFB within **Hidalgo County** following a request for Services by the **Hidalgo County** or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning **,2014** and ending on **, 2015** and may be extended at the sole discretion of the County for an additional two (2) one (1) year terms, unless this Contract is terminated pursuant to the provisions

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herein, whichever occurs first. County also reserves the right to continue this bid for an additional ninety (90) day grace period, under the same rates terms and conditions due.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons

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

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Services by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County

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has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
302 West University Drive
Edinburg, Texas 78539

If to Company _____
_____
_____
_____

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to a successful bidder will be in effect until (a) this contract

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expires, (b) delivery and acceptance of products, and/or performance of Services ordered, or (c) terminated by County without cause upon thirty (30) days written notice prior to cancellation.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. Commitment of Current Revenues Only. In the event that , during any term hereof, the Commissioners Court does not appropriate sufficient funds to met the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann '271.903 (Vernon Supp. 1996).

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

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WITNESS our hands in duplicate originals this_____ day of _____, 2014.

COUNTY OF HIDALGO

By:_____

Ramon Garcia, County Judge

ATTEST:

By:_____

Arturo Guajardo Jr., County Clerk

COMPANY

By:_____

Printed Name:_____

Title:_____

Approved by Commissioners' Court on _____

APPROVED AS TO FORM:

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Atlas & Hall, & Rodriguez, L.L.P.

By:_____

Stephen L. Crain, Attorney

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EXHIBIT "A"

REQUEST FOR BID

PROCUREMENT PACKET

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EXHIBIT “B”

BID PAGE

DRAFT

EXHIBIT "C"

INSURANCE REQUIREMENTS

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Zimbra **yolanda.velasquez@co.hidalgo.tx.us**

RE: Project: Off Premises Storage, REcords management, Pick-up and Retrieval & Delivery Services

From : Steve Crain <scrain@atlashall.com> Wed, Apr 16, 2014 08:07 AM

Subject : RE: Project: Off Premises Storage, REcords management, Pick-up and Retrieval & Delivery Services

To : 'Yolanda Velasquez' <yolanda.velasquez@co.hidalgo.tx.us>

The revised draft is OK. 

From: Yolanda Velasquez [mailto:yolanda.velasquez@co.hidalgo.tx.us]
Sent: Wednesday, April 16, 2014 8:02 AM
To: Steve Crain
Subject: Re: Project: Off Premises Storage, REcords management, Pick-up and Retrieval & Delivery Services

Good morning,

Have addressed concern on date.

Thanks and Have a wonderful day!

Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Dept.
Tel: (956) 318-2626 ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

From: "Steve Crain" <scrain@atlashall.com>
To: "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>
Sent: Tuesday, April 15, 2014 5:42:36 PM
Subject: RE: Project: Off Premises Storage, REcords management, Pick-up and Retrieval & Delivery Services

Check numbered paragraph 4. Is the termination date in 2014?

From: Yolanda Velasquez [mailto:yolanda.velasquez@co.hidalgo.tx.us]
Sent: Tuesday, April 15, 2014 3:23 PM
To: mntrevino
Cc: Stephen L. Crain

Subject: Fwd: Project: Off Premises Storage, REcords management, Pick-up and Retrieval & Delivery Services
Importance: High

Good afternoon,

Made changes as recommended by legal please review as to form.

Thanks

Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Dept.
Tel: (956) 318-2626 ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

From: "Stephen L. Crain" <scrain@atlashall.com>
To: "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>
Sent: Tuesday, April 15, 2014 1:12:32 PM
Subject: FW: Project: Off Premises Storage, REcords management, Pick-up and Retrieval & Delivery Services

Hi Yolanda (:
See the attached pdf doc with Mr. Crain's proposed changes to Service Contract. Should you have any questions, please call our office.

Thank you,
Marynel Trevino, Secretary for Stephen L. Crain

From: Marynel Trevino [mailto:mntrevino@atlashall.com]
Sent: Tuesday, April 15, 2014 11:32 AM
To: 'Steve Crain'
Subject: FW: Project: Off Premises Storage, REcords management, Pick-up and Retrieval & Delivery Services

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From: Yolanda Velasquez [mailto:yolanda.velasquez@co.hidalgo.tx.us]
Sent: Tuesday, April 15, 2014 11:24 AM
To: mntrevino
Subject: Fwd: Project: Off Premises Storage, REcords management, Pick-up and Retrieval & Delivery Services

Good morning Ms. Marynel,

Can you please follow-up with Mr. Crain on this "Draft Contract" to proceed to next step of procurement process.

Thanks

Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Dept.
Tel: (956) 318-2626 ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

From: "Herry Mark" <yolanda.velasquez@co.hidalgo.tx.us>
To: "Stephen Crain" <scrain@atlashall.com>
Sent: Thursday, April 10, 2014 11:44:03 AM
Subject: Fwd: Project: Off Premises Storage, REcords management, Pick-up and Retrieval & Delivery Services

Hello Mr. Crain

I have revised contract please review and comment as to form.

Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Dept.
Tel: (956) 318-2626 ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

From: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
To: "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>
Sent: Wednesday, April 9, 2014 4:21:01 PM
Subject: Fwd: Project: Off Premises Storage, REcords management, Pick-up and Retrieval & Delivery Services

Haven't been able to talk to him yet. Will let you know as soon as I do, Ms. Yoli!
Marty

From: "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>

To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Wednesday, April 9, 2014 3:55:24 PM
Subject: Fwd: Project: Off Premises Storage, REcords management, Pick-up and Retrieval & Delivery Services

Mrs. Marty,

I was wondering if you have heard anything from legal.

Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Dept.
Tel: (956) 318-2626 ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

From: "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Tuesday, April 8, 2014 3:16:22 PM
Subject: Project: Off Premises Storage, REcords management, Pick-up and Retrieval & Delivery Services

Good afternoon Ms. Marty

Please forward "Draft Service Contract" to legal for review and approval as to form to proceed to next step procurement process of project.

I am working on an Agenda for the 22nd of April for authority to advertise.

Thank you.

Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Dept.
Tel: (956) 318-2626 ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

AI-44110 **Purchasing Department 11. H.**

CC CONSENT

Meeting Date: 04/29/2014

Submitted For: Hon. J.E. Guerra, HC-Sheriff Submitted By: Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval to exercise the second (2nd) (of multiple extensions possible) as provided in contract #C-12-040-05-22 for “Lease of Radio Tower Space - McCook" under the same terms, and conditions effective May 26, 2014 through May 25, 2015.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-421-00-280-083-0-441

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

BUDGETARY IMPACT:

Available balance as of 4-25-14 $39,697.70

Attachments

ltr, acord, so ren req

mcallen contract

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/22/2014 02:08 PM
Budget & Management	Debbie Tamez	04/22/2014 04:28 PM
Manuel Chapa	Manuel Chapa	04/25/2014 02:53 PM
Auditor's Office	Monica Badillo	04/25/2014 05:12 PM

Form Started By: Yvette Islas Started On: 04/15/2014 02:10 PM

Final Approval Date: 04/25/2014

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/11/2014

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	CONTACT NAME:	
R B Carter Agency PO Box 128 Elsa TX 78543	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
McAllen Communications Co., Inc. PO Box 1139 Edinburg TX 78540	INSURER A: America First Insurance Co	
	INSURER B: Scottsdale Insurance Co	
	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	
B	**GENERAL LIABILITY** [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC			CPS1793563	06/05/13	6/05/14	EACH OCCURRENCE	$ 1,000,000.
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000.
							MED EXP (Any one person)	$ 5,000.
							PERSONAL & ADV INJURY	$ 1,000,000.
							GENERAL AGGREGATE	$ 2,000,000.
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? Y/N [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/A						[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Radio Tower & Building			IM8904843	4/16/14	4/16/15	All Risk Coverage	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER	CANCELLATION
Hidalgo County Purchasing Dept 2812 S Hwy Bus 281 Edinburg TX 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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

April 10, 2014

McAllen Communications Company
Mr. James A. McAllen
P O Box 1139
Edinburg, Texas 78540-1139

Re: "Lease of Radio Tower Space" McCook (original contract # C-12-040-05-22)
(current contract # E-13-180-05-14)

Dear Vendor:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's option to exercise the second (2nd) of nine (9) one (1) year renewal terms as provided in the current contract (under the same terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of April 22, 2014 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than Tuesday, April 15, 2014, 10:00 am via email to: yvette.salinas@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: _____ Date: 11 April 2014

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.

Additionally, we are requesting your company provide updated certificates of insurance and license as required through Hidalgo County's Request for Bid, Quote, Proposal, and /or Statement of Qualifications.

Sincerely,

Yvette Salinas

Yvette Salinas
Hidalgo County Purchasing Department

Zimbra **yvette.salinas@co.hidalgo.tx.us**

RE: E-13-180-05-14 Renewal of Lease RadioTower Space (McCook Site Tower)

From : Juan Tapia <juan.tapia@hidalgoso.org> Fri, Apr 11, 2014 10:55 AM

Subject : RE: E-13-180-05-14 Renewal of Lease RadioTower Space (McCook Site Tower)

To : 'Yvette Salinas' <yvette.salinas@co.hidalgo.tx.us>

Cc : 'Comdr. John.Montemayor@hidalgoso.org' <john.montemayor@hidalgoso.org>, 'Capt. Richard.Ozuna@hidalgoso.org' <richard.ozuna@hidalgoso.org>, 'myra montoya' <myra.montoya@hidalgoso.org>, 'Emilia Uriegas' <emilia.uriegas@hidalgoso.org>, 'Capt. Norbert.Leal@hidalgoso.org' <norbert.leal@hidalgoso.org>, 'Capt. Rick.Enriquez@hidalgoso.org' <rick.enriquez@hidalgoso.org>, 'Capt. Jerry.Lopez@hidalgoso.org' <jerry.lopez@hidalgoso.org>

Yvette,
Let this serve as a "Confirmation Notice":

Please exercise second (2nd.) of nine (9) one (1) year renewal terms as provided in the Original current contract (C-12-040-05-22) for Lease of Radio Tower Space (McCook site)
Should you have any questions or required additional information, please contact us.
Respectfully,

Juan Tapia
Procurement Specialist
Hidalgo Co. Sheriff's Office
Tel 292-2930

From: Yvette Salinas [mailto:yvette.salinas@co.hidalgo.tx.us]
Sent: Thursday, April 10, 2014 4:02 PM
To: richard ozuna; Juan Tapia
Subject: renewal-Lease of RadioTower Space

Good afternoon Richard,
As per our telephone conversation today, please send written confirmation of your desire to renew this contract so I may proceed with the renewal process.

Thank you,
Yvette Salinas
Buyer III
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
956-318-2626

yvette.salinas@co.hidalgo.tx.us

---

to McColl Offsite Drainage-Thomas Rd Project, program no. 047 in the total amount of $2,000.00.

C. AI-38664 Acceptance and approval of request for payment of the following invoice with TEDSI Infrastructure Group under the following contracts with authority for County Treasurer to issue payment after County Auditor's review and processing procedures are completed:

1. Invoice #20131496 in the amount of $50,527.38 amid Work Authorization # 2-Contract #C-08-226-09-30

D. AI-38598 Approval of the following with REIM Construction, Inc. contracted vendor for Minnesota Road West of "I" Road Project Pct. No. 2 as submitted through project engineer Hidalgo County Planning Department (C-12-273-12-28): a. Application for payment No. 1 in the amount of $68,599.30; b. Application for payment No. 2 in the amount of $39,325.76 c. Change Order No.1 final quantities adjustment reflecting an increase of $10,542.47 for asphalt driveways.

E. AI-38592 Approval of Application for Payment No. 1 (Final) in the amount of $263,282.26, from Sascon, Inc., contracted vendor for Lakeview Subdivision (Pct. 4) as submitted by Hidalgo County Planning Dept. project engineer (C-CAP-11-123-05 -23.)

F. AI-38290 **Information Technology Department:**
Requesting authority to enter into an "ongoing" self-service storage rental agreement and executed required agreement with Danaby Rentals, Inc. for the (I.T.) Information Technology Department in the amount of $145.00/month= $1,740.00/year through requisition 228016.
termination date (rev. of clause not on agreement)

G. AI-37749 Request authorization to remove Asset #42579 from Indigent Defense physical inventory list. The asset, being a projector and the screen were reported as stolen from the courthouse auditorium on September 14, 2007.

N/A

Asset #	Description	Acq. Date	Serial #	P.O. #
42579	TOS TDP-D2-US XGA Lumens Protector Belkin Projector Screen (9ft x 7ft)	10/26/2004	86330192	540913

And as detailed in supporting documentation as further and specifically detailed in the attachments.

05-14-13(C)

H. AI-38451 Requesting authority to exercise the first (1st) (of (9)-(1) year options) extension as provided in contract #C-12-040-05-22 for "Lease of Radio Tower Space"-McCook under the same terms and conditions - effective May 26, 2013 through May 26, 2014.

I. AI-38465 Acceptance and approval of payment for Invoice# M172796 ($ 5,400.00) submitted by HALFF ASSOCIATES, INC. in connection to Contract# C-13-098-04-16 (WA#1-PO#691376) for: "Professional Engineering Services" in connection to "job specific" PROJECT: "US 281 and SH 186 (Linn-San Manuel) Beautification Project" located within Hidalgo County Precinct No. 4

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

April 25, 2013

McAllen Communications Company
Mr. James A. McAllen
P O Box 1139
Edinburg, Texas 78540-1139

Re: C-12-040-05-22 "Lease of Radio Tower Space" McCook

Dear Vendor:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's option to exercise the first (1st) of nine (9) one (1) year renewal terms as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of May 21, 2013 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than Tuesday, April 30, 2013, 10:00 am via email to: yvette.salinas@co.hidalgo.tx.us, so as to meet the agenda request form deadlines.

By: _____ Date: 25 April 2013

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

Sincerely,

Yvette Salinas
Hidalgo County Purchasing Department

R B Carter Agency
PO Box 128
Elsa TX 78543

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: America First Insurance Company	
INSURER B: Scottsdale Insurance Company	
INSURER C:	
INSURER D:	
INSURER E:	

INSURED

McAllen Communications Co, Inc.
PO Box 1139
Edinburg TX 78540

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
B		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	CPS1564018	06/05/12	06/05/13	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. $
		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS / UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A		OTHER Radio Tower & Building	IM8904843	04/16/13	04/16/14	All Risk Coverage	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Hidalgo County
Purchasing Dept
2812 S Hwy Bus 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 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

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Search Yvette Salinas

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FW: McAllen Comm. C-12-040-05-22 Lease of Tower Space Extension

From: Juan Tapia

To: yvette salinas

Cc: Comdr. Rene Gonzalez | Gabriel Castaneda | jerry lopez | Lt. Richard.Ozuna@hidalgoso.org | Myra montoya | Emilia.Uriegas

C-12-040-05-22-...munications.pdf (1.6 MB) Download | Briefcase | Remove

Yvette,
Let this serve as a Confirmation Notice"
Please route through CC agenda item to (extend) renew lease of tower space McCook site with McAllen Communication Co. contract C-12-040-05-22.
Should you have any questions or required additional information, please contact us.
Respectfully,

Juan Tapia
Procurement Specialist
Hidalgo Co. Sheriff's Office
Tel 292-2930

From: Richard Ozuna [mailto:richard.ozuna@hidalgoso.org]
Sent: Tuesday, April 30, 2013 11:55 AM
To: 'Juan Tapia'
Subject: FW: C-12-040-05-22 Lease of Tower Space

Mr. Tapia,
Yes we want to extend, please reply with proper paper work.

From: Yvette Salinas [mailto:yvette.salinas@co.hidalgo.tx.us]
Sent: Tuesday, April 30, 2013 11:45 AM
To: Richard Ozuna
Subject: Fwd: C-12-040-05-22 Lease of Tower Space

Hi Richard,
Please send written confirmation of your desire to renew this contract so i may proceed with placing it on the a
Thanks,
Yvette Salinas
Buyer III
Hidalgo County Purchasing Department

APPROVED

AI-32253 **Purchasing Department** **20. A. 7.**
CC REGULAR
Meeting Date: 05/22/2012
Department Head: Martha L. Salazar **Submitted By:** Yvette Islas, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION
Presentation requesting approval of and authority to enter into final lease agreement (approved by legal counsel) for "Lease of Tower Space (McCook)" (RFB No. 12-040-04-11-YSI) with McAllen Communications Co., Inc.

BACKGROUND
First One (1) year term May 26, 2012 – May 25, 2013.

REQ#216544

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-421-00-280-001-0-441
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Funds available as of 5-18-12

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-421-00-280-083-0-441
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Funds available as of 5-18-12

Attachments

final agrmnt mc twr
steves approval

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/16/2012 04:15 PM
Budget & Management	Merlen P. Munoz	05/17/2012 08:02 AM
Ivan Cantu	Ivan Cantu	05/18/2012 03:05 PM
Auditor's Office	Monica Badillo	05/18/2012 04:53 PM

Form Started By: Yvette Islas Started On: 05/07/2012 02:48 PM
Final Approval Date: 05/18/2012

STATE OF TEXAS

COUNTY OF HIDALGO

LEASE OF RADIO TOWER SPACE

C-12-040-05-22

THIS AGREEMENT this day made and entered into by and between MCALLEN COMMUNICATIONS COMPANY, INC., a Texas Corporation, acting by and through its authorized officers, hereinafter called "Lessor", and COUNTY OF HIDALGO, TEXAS, hereinafter called "Lessee";

WITNESSETH:

WHEREAS, Lessor responded to a request for bids for the "Lease of Tower Space (McCook)", and

WHEREAS, Lessor submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibit A, and incorporated herein for all purposes (the Specification); and

WHEREAS, in recognition of and in consideration of Lessor's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to the Lessor on this 22rd day of May, 2012.

WHEREAS, Lessor is the owner of a 440 foot radio tower and concrete building at a location described as being Latitude 26° 32' 37" NORTH X Longitude 98° 22' 08" WEST, AMSL 302.3', AGL 459', Highest point AMSL 761.3', or hereafter called the Radio Tower, FCC Registration #1206137, and

WHEREAS, Lessor leases the surface to house the radio tower and equipment in the hereinafter described tract:

582 acres of land, more or less, being all of the South Half of Survey No. 487, Elder B. Barton Original Grantee, Certificate No. 964, Patent No. 217, Volume 8, Abstract No. 592, Hidalgo County, Texas, and being the same land described in Deed of Partition, dated April 16, 1940, recorded in Volume 469, Page 353, Deed Records, Hidalgo County, Texas, and

WHEREAS, Lessee operates a private station, and is desirous of using space on Lessor's said radio tower for its transmitting antenna and space in said building below said tower for the use of its transmitting equipment;

NOW, THEREFORE, Lessor does by these presents, LEASE LET, and DEMISE unto the Lessee the right to use said radio tower at a distance of Four Hundred Forty (440) feet from the ground for the installation and maintenance of their antenna and the right to use such space in the building at the foot of said tower as may be reasonably necessary for the operation of Lessee's equipment.

The term of this lease shall be for ONE (1) year, commencing on May 26, 2012 and terminating on May 25, 2013; subject however to earlier termination as hereinafter provided.

Provided Lessee is not in default hereunder, Lessee is granted the option to renew and extend this lease for an additional nine (9) one year terms, (the "renewal term"). Lessee shall give Lessor written notice of its intent to exercise its renewal option at least thirty (30) days prior to the expiration of the initial term, or, if applicable, any renewal term. Failure to timely deliver such notice shall constitute a waiver of this option to renew.

The rent payable by Lessee to Lessor under this lease agreement for the initial term shall be a a monthly payment of $1,122.00, for each month occurring during the initial term. Specifics for each optional renewal term are specified in Lessor's bid packet attached hereto as Exhibit B. Each monthly rental payment is due on the first day of each month during the term of the lease.

The parties hereby agree and covenant with each other as follows:

1. Lessee shall pay the rent to Lessor at P. O. Box 1139, Edinburg, Texas 78540-1139, as the same shall become due.
2. Subject to the terms and conditions hereof, Lessor will maintain the radio tower, the building, and the ingress and egress road in suitable condition for use by Lessee for the purpose authorized hereunder.
3. Lessee shall promptly execute and fulfill all requirements of law, Federal, State and Local, applying to its business, and radio transmittal. Lessee shall not assign this agreement of sublet the premises, and any part thereof, without the consent of the Lessor in writing. Lessee shall not make any alteration in the building or tower without written consent.
4. If the leased premises shall be damaged by, or as a result of fire, windstorm, or other casualty, Lessor shall make repairs to such leased premises (exclusive of antenna and property of Lessee) with reasonable dispatch. Lessor shall not be responsible for any delays arising in connection with the adjustment of insurance loss or labor troubles and no abatement of rent shall be made in this case. There shall be no abatement of rent, unless the damage is so extensive that the tower and transmitter building leased hereunder cannot be used for ratio transmission by Lessee while being repaired, in which event, rent shall abate until such time as said tower and transmitter building shall have been put in repair. In the event the leased property, either the tower or the transmitter building, is destroyed or so damaged that in the opinion of the Lessor, it cannot be repaired within ninety (90) days after the loss, or if Lessor shall decide not to rebuild, or if the damage shall be caused under conditions not insured against by the Lessor and the Lessor shall decide not to repair the damage, then the Lessor, at its option, may terminate this lease and the rent shall be paid to the date of such damage and thereupon, the lease shall terminate.
5. If the Lessee shall fail to pay the rent of any installment thereof when due, the Lessor may, by thirty (30) days written notice to Lessee, cancel and terminate this lease.
6. Lessor shall furnish electric power required to operate the Lessee's radio base station equipment. Lessee shall install two transmitters/receivers that will provide interoperable communications between users of 800 MHZ and VHF two way radio equipment with the appropriate antennas and peripherals, specifically: One (1) Generator, One (1) 500 Gallon

Fuel Tank, Two (2) Cross band Stations, Two (2) Antennas and Cabins, Two (2) 83" Cabinets at said tower site. Upon execution of this lease agreement, Lessor shall fence tower area where Lessee's may install a combination lock and furnish combination to Lessee. Lessor shall not be responsible for any power failure including operations of generator equipment and fuel tank. By the same token, the Lessor shall not be responsible for the Lessee's radio equipment maintenance, unless a separate maintenance equipment contract is drawn to cover specified maintenance.

7. It is a condition precedent to any cause of action in the Lessee, that the Lessee shall serve written notice on the Lessor of the condition, defect, act, omission, or breach complained of. All notices required hereunder or that may be given hereunder shall be effective for all purposes if addressed by Lessee to Lessor at its principal place of business at P. O. Box 1139, Edinburg, Texas, and by Lessor to Lessee at its principal place of business.
8. If the Lessor is unable to give Lessee possession of the property and premises leased hereby on the date fixed for the commencement of this term, Lessee may terminate the Lease on written notice.
9. No representative, agreement, or promise has been made by the Lessor, or any agent of Lessor, except as stated herein or in a written communication to the Lessee signed by the Lessor, and this lease may not be changed, varied, or extended except by instrument in writing signed by both parties hereto. It supersedes any and all prior agreements and understandings between the parties hereto with respect to the lease property and premises and the terms of this agreement.
10. Lessor shall not be liable for any loss, damage, or injury of any kind or character to any person or property caused by or arising from any act or omission of Lessee, or of any of its agents, employees, licenses, or invitees, or occasioned by the failure of Lessee to maintain any of Lessee's equipment located on the premises. Lessor owns no vehicles and has no auto liability insurance. Lessor has no uninsured/underinsured motorist coverage. Lessor has no employees and has no workers' compensation insurance. Lessor provided proof of general liability coverage as stated in the response to bid attached hereto as Exhibit B.
11. Lessor leases the surface property from a third party. The property is operated for ranching, and leased for hunting, and oil and gas. There is livestock and wildlife on the property, including snakes, spiders, scorpions, etc. Lessee or its agents, contractors, or subcontractors should be notified of the activities and the wildlife in advance.
12. The tower building is equipped with an Argus Security System which monitors tower lights, temperature, and unauthorized entry. A code is required to gain entry to the site. Lessor recommends that Lessee or its agents, contractors, or subcontractors telephone Lessor prior to working at the site to avoid any unwarranted calls to law enforcement officials. Lessor or its agent will be available to answer telephone calls 24 (Twenty four) hours a day, 7 (seven) days a week. The contact numbers are as follows: regular working hours (956) 383-1960, after hours (McAllen Ranch main gate) (956) 481-3230.
13. In any case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be

construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
15. 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.
16. 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 to 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 conflicts exist.
17. No waiver by Lessor or Lessee of any breach of any provision of this Agreement shall be deemed to be a waiver or any preceding or succeeding breach of the same or any other provision hereof.
18. This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or 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 County, and Lessor, and not otherwise.
19. At any time after the initial twelve (12) months of the term of this lease, this agreement may be terminated by Lessee without cause upon thirty (30) days written notice and payment of a Termination Fee equal to one-half (1/2) of the rent payable under the balance of the current 12 (twelve) month term of this lease.
20. **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 Leasee under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Lessor. Leasee 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 Lessor pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

IN TESTIMONY WHEREOF, witness our hands this, the _____ day of _____, 2012.

APPROVED BY COMMISSIONER'S COURT ON May 22nd, _____, 2012.

County of Hidalgo

By: Ramon Garcia
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 5/22/12 RD

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

LESSOR:
MCALLEN COMMUNICATIONS CO., INC.

James A. McAllen, President
P. O. Box 1139
Edinburg, Texas 78540-1139
(956) 383-1960

Approved as to Form:

Atlas & Hall, LLC
By: Stephen L Crain
By: ~~Atlas & Hall, PLC/Date~~

BID-12-040-04-11-YSI
Hidalgo County
Lease of Tower Space (McCook)
NIGP Code: 985-69-60
McAllen Communications Co., Inc.

EXHIBIT "A"

PURCHASING DEPARTMENT
County Of Hidalgo

March 26, 2012

_____

_____

_____

_____

Re: **HIDALGO COUNTY**
Request for Bids - **"LEASE OF TOWER SPACE (McCook)"**
NIGP CODE: 985-69-60
Bid No: 12-040-04-11-YSI

Dear Gentleman/Ladies:

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

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

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

Sincerely,

Martha L Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/ysi

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 QUALIFICATIONS (RFB)

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HIDALGO COUNTY
"Lease of Tower Space (McCook)"
NIGP CODE: 985-69-60

RFB No: 2012-040-04-11-YSI

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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

March 26, 2012
Date

Bid No: 12-040-04-11-YSI	Buyer: Yvette S. Islas	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY
"LEASE OF TOWER SPACE (McCOOK)"
NIGP CODE: 985-69-60

BID OPENING DATE:
April 11, 2012

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Hwy Bus 281-Administration Building
Edinburg, Texas 78539

LEGAL NOTICE **BID NO: 12-040-04-11-YSI**

1. Sealed bids will be received for **"HIDALGO COUNTY–LEASE OF TOWER SPACE (McCook) NIGP CODE: 985-69-60** 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-12-040-04-11-YSI-HIDALGO COUNTY-LEASE OF TOWER SPACE (McCook)" NIGP CODE: 985-69-60** and in County's Purchasing Department, 2812 S Hwy Bus Hwy 281, Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, APRIL 11, 2012. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR BIDS - 12-040-04-11-YSI - RFB-HIDALGO COUNTY-LEASE OF TOWER SPACE (McCook)" NIGP CODE: 985-69-60.** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"HIDALGO COUNTY-LEASE OF TOWER SPACE (McCook)" NIGP CODE: 985-69-60** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

  Hidalgo County Sherriff's Office
  Attn: Myra Montoya
  P.O. Box 1228
  Edinburg, TX 78539
  956-393-6024

17. Schedule of Events

Bid Opening, 9:30 AM	**April 11 2012**
Award of Contract	_____, 2012
Commence Work or Deliver Products	_____, 2012

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

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

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located

at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within

County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY
"LEASE OF TOWER SPACE (McCook)"
NIGP CODE: 985-69-60
BID NO.: 12-040-04-11-YSI

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S Hwy Bus 281 - Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

Exhibit "A"

HIDALGO COUNTY
"LEASE OF TOWER SPACE (McCOOK)"
NIGP CODE: 985-69-60
RFB NO. 12-040-04-11-YSI
SPECIFICATIONS

Hidalgo County is seeking to lease tower space. Specifications are as follows, but not limited to the following:

Specifications & Requirements, Terms & Conditions

1). All costs and expenses associated with the preparation and submission of (bid, proposals and/or quotes) shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto HIDALGO COUNTY.

2). Lease property must have shelter to house transmission, reception and rebroadcast equipment.

3). Tower shelter must have electricity and air condition system.

4). Tower shelter should be of block construction or other construction capable of withstanding sustained hurricane force winds.

5). The equipment to be installed at the site includes a generator and an LP gas tank to power the generator and Hidalgo County's equipment for forty-eight (48) hours.

6). Height of tower should be four hundred eighty (480) ft. or taller.

7). Tower must meet all F.A.A. and F.C.C guidelines and be licensed by the F.C.C.

8). Tower must be geographically located in the Northwest Portion of Hidalgo County, preferably North of McCook, Texas, within Hidalgo County near intersection of FM 681 and FM 490. See attached search area, Exhibit 1.

9). Antenna equipment must be installed at the highest point available on the tower.

10). Tower provider will be responsible for all fines and penalties assessed by the F.A.A. or F.C.C. for the tower and tower related equipment as it relates to the tower site.

11). Tower rent **must** include cost of electricity.

12). Lessor throughout the lease term, will maintain the property and keep it free of waste and nuisance.

13). Lessor throughout the lease term, at his own expense will maintain air conditioning systems all windows, the roof, the foundation, the structural soundness of the exterior walls, the electrical wiring, paving, the doors, the guy wires, the tower structure, the

towering warning lights or beacons an all other components of the property.

14). Lessor will maintain all records and make all reports required by the Federal Aviation Administration with respect to maintenance and operation of tower warning light or beacons.

15). Lessor agrees that technical and maintenance employees and representatives and agents of Lessee shall have at all times rights of ingress and egress to the property for the purpose of installing, maintaining and repairing Lessee's equipment.

16). Lessor agrees not to lease or license the use of the property, or any portion thereof, to any party which will interfere with Lessee's use of the property.

17). Lessor represents that it has no knowledge of any substance, chemical or waste (collectively, "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal state or local law or regulation.

18) Lessor must submit property legal description and a warranty deed.

19.) Vendor must provide bid on initial term including all renewal terms.

20.) Bid award will be based on a total lump sum basis to the lowest bidder meeting all requirements and specifications.

21). Site must have the capability for one circuit to be connected to a dispatch point (telephone line).

22.) Hidalgo County shall have be allowed to replace current existing equipment used on the property with the prior written consent of awarded bidder without experiencing an increase in monthly rental costs. However, in the event Hidalgo County desires to add "new" equipment to the property currently not in place (at Hidalgo County's expense) Hidalgo County shall also seek the prior written consent of awarded bidder, and awarded bidder shall submit a written proposal to Hidalgo County of the additional rental costs associated with the new equipment. If the parties reach an agreement for additional rental costs due to the addition of new equipment, then the new equipment may be added.

Installed Equipment

Hidalgo County will provide and cause to be installed the following equipment at the approved site:

Two transmitters/receivers that will provide interoperable communications between users of 800 Mhz and VHF two way radio equipment with the appropriate antennas and peripherals, specifically:

One (1) Generator
One (1) 500 Gallon Fuel Tank
Two (2) Cross band Stations
Two (2) Antennas and Cabins
Two (2) 83" Cabinets

Premises

Shelter size must be a minimum of 10'x 10'and provide a minimum of six (6) square feet of equipment space inside. Premises must also include a secured fenced in area outside of shelter to store a generator (generator base measuring 47" x 24") and one (1) standard 500 gallon propane tank.

Terms and Conditions

1.) The initial term of this lease contract will be for a period of one (1) year. Hidalgo County may at its sole discretion elect the option to extend the contract for nine (9) additional one (1) year terms.

2.) Hidalgo County reserves the right to continue this bid for an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process.

3.) Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

4.) Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

5.) After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek services from the next lowest bidder(s). In such event Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

6). Lessor agrees to insure the property, at its sole cost and expense, against loss by fire, or other casualty, including extended coverage, with a policy or policies acceptable to Lessee. The coverages under such policy or policies shall provide for coverage in an amount reasonably required by Lessee to provide for the replacement or repair of the improvements located on the property, or such portion thereof as may be damaged by a covered loss, but in no event less than the required by any party holding a security interest in or lien on the property.

7.) Lessor agrees to hold Lessee harmless from any and all claims, actions, proceedings, damages and liabilities arising from the use, condition and operation of the property, and to carry liability insurance insuring, at the sole cost and expense of Lessor, both Lessor and Lessee against such loss and liability, in such amounts as Lessor may reasonably require. In the event Lessor should neglect to provide any insurance coverage required under this paragraph, Lessee shall have the right, but not the obligation, to purchase such coverage to protect Lessee's interests, with any reasonable cost therefore to be payable by Lessee. (Estimated value is $110,000.00)

8.) The awarded bidder shall adhere to the following insurance requirements

- Property insurance shall provide that any proceeds for loss or damage to building

or to improvements shall be payable solely to Lessor, which sum shall be used by Lessor for repair and restoration purposes.

- Certificates of insurance shall be submitted to Hidalgo County for approval prior to rental services on the building as described and listed in: Insurance Requirements: See exhibit "C" attached. Plus also insure building for fire, accident and natural disaster.

9.) The award of the bid will be evidenced by a written lease agreement in a form acceptable to Hidalgo County.

10). Hidalgo County reserves the right to reject any or all quotes submitted, if it is in the best interest to do so.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956) 292-7612 OR VIA E-MAIL yvette.islas@co.hidalgo.tx.us NO LATER THAN, Wednesday, April 04, 2012 by 5:00 PM. Responses to said inquiries will be sent to all applicants via facsimile by no later than, Friday, April 06, 2012 by 5:00 p.m.

EXHIBIT "1"

HIDALGO COUNTY "LEASE OF TOWER SPACE (McCOOK)
NIGP CODE: 985-69-60

RFB No. 2012-0400-04-11-YSI

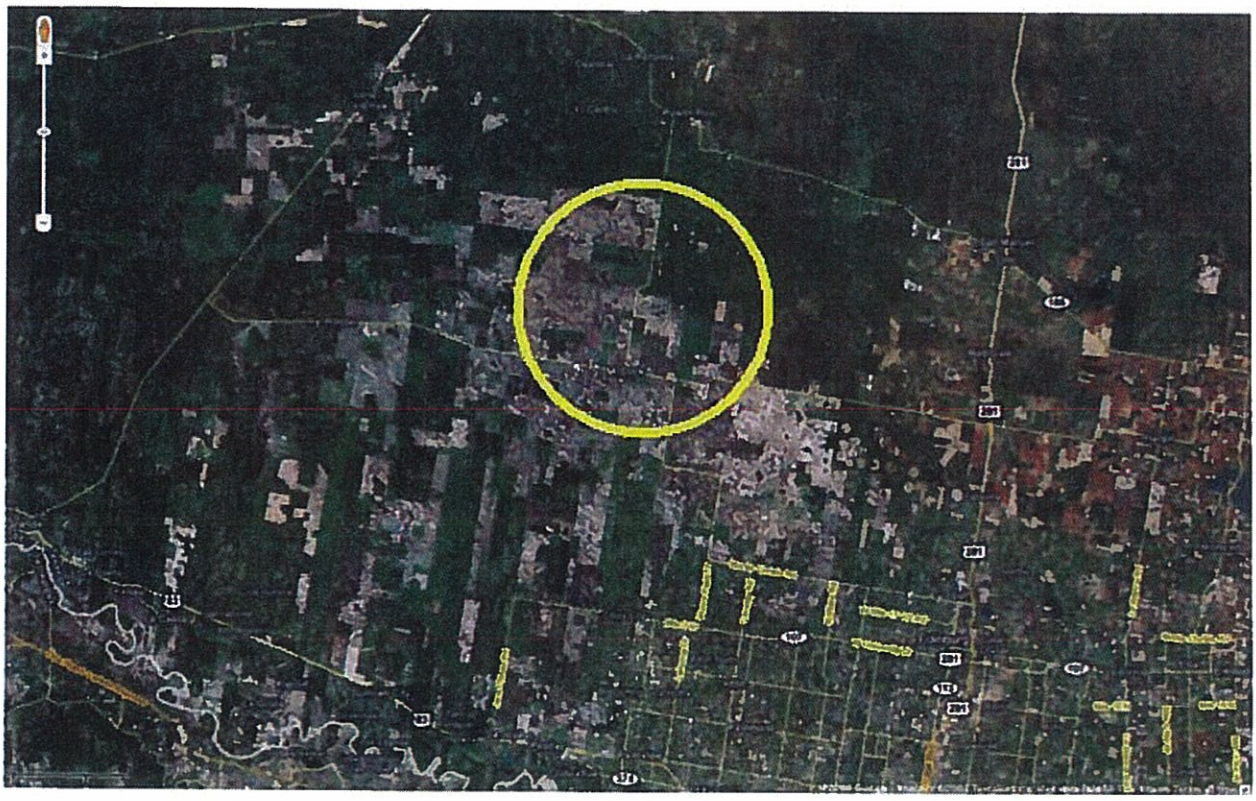


EXHIBIT "B"
BID PAGE

HIDALGO COUNTY
"LEASE OF TOWER SPACE (McCOOK)"
BID No: 12-040-04-11-YSI
NIGP CODE: 985-69-60

Note: Vendor must provide bid on initial term including all renewal terms.

Initial (one) 1 year term:	
Description	**Bid Amount**
Total cost per month	
Total cost for 1st term of 1 year (12 months)	
Below are the Renewal Options – nine (9) one (1) year terms	
2nd (Second) 1 (one) year term:	
Description	**Bid Amount**
Total cost per month	
Total cost for 2nd term of 1 year (12 months)	
3rd (Third) 1 (one) year term:	
Description	**Bid Amount**
Total cost per month	
Total cost for 3rd term of 1 year (12 months)	
4th (Fourth) 1 (one) year term:	
Description	**Bid Amount**
Total cost per month	

Total cost for 4th term of 1 year (12 months)	
5th (Fifth) 1 (one) year term:	
Description	**Bid Amount**
Total cost per month	
Total cost for 5th term of 1 year (12 months)	
6th (Sixth) 1 (one) year term:	
Description	**Bid Amount**
Total cost per month	
Total cost for 6th term of 1 year (12 months)	
7th (Seventh) 1 (one) year term:	
Description	**Bid Amount**
Total cost per month	
Total cost for 7th term of 1 year (12 months)	
8th (Eight) 1 (one) year term:	
Description	**Bid Amount**
Total cost per month	
Total cost for 8th term of 1 year (12 months)	
9th (Ninth) 1 (one) year term:	
Description	**Bid Amount**

Total cost per month	
Total cost for 9th term of 1 year (12 months)	
10th (Tenth) 1 (one) year term:	
Description	**Bid Amount**
Total cost per month	
Total cost for 10th term of 1 year (12 months)	
Grand Total	
Description	**Bid Amount**
Total Cost for 10 years (120 months)	
FCC Antenna Site Registration #	

BIDDER'S INFORMATION:

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO'S: _____

CELLULAR NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ ☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PER & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP GG	$
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 ☐ CLAIM DE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT**				WC STATU- ☐ OTHER TORY LIMITS	
					E L. EACH ACCIDENT	$
					E L. DISEASE-EA EMPLOYEE	$
					E L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

  Automobile Liability: $_____ General Liability: $_____

- have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.

Authorized Signature Date

_____.

Company

_____.

Address

_____.

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 Name of person who has a business relationship with local governmental entity.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D Describe each employment or business relationship with the local government officer named in this section

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629, in person or regular mail to: 2802 South Hwy 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name:	**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:

- Less than 125,000 annual gross receipt
- Less than 250,000 annual gross receipt
- Less than 499,000 annual gross receipt
- More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

- Black American
- Hispanic American
- Asian Pacific American
- Native American
- Women
- Other

Have you been certified as a HUB or an MBE/WBE source?: • Yes • No

Indicate Certification No.(s): _____ **or are Certificate(s) attached?:** • Yes • No

What type of product(s) is/are solicited by your company?: _____

Would you like to be provided with specifications for procurements of such products?: • Yes • No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**_____

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:** _____

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: • Yes • No

If yes, by whom?: • Texas Building & Procurement Commission • Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: • Yes • No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): • Texas Building & Procurement Commission • Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): • Texas Building & Procurement Commission • Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): • Texas Building & Procurement Commission • Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee [1] The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

THE STATE OF TEXAS '
'
COUNTY OF HIDALGO '

LEASE AGREEMENT
C-11-040-00-00

THIS AGREEMENT is made and entered into this **date** day of **Month, 2012** by and between **VENDOR NAME,** hereinafter referred to as Lessor, and **COUNTY OF HIDALGO, TEXAS,** hereinafter referred to as Lessee.

ARTICLE 1. DEMISE OF LEASE PROPERTY

Lessor, for and in consideration of the rents, covenants, and promises herein contained to be kept, performed, and observed by Lessee, does hereby lease and demise to Lessee, and Lessee does hereby rent and accept from Lessor, that certain premises more particularly described on Exhibit"A-1" and Exhibit "A-2", hereto, in Hidalgo County, Texas (hereinafter referred to as the "Property").

ARTICLE 2. LEASE TERM

Term

2.01 This lease shall be a term of **one (1) year** hereinafter referred to as the "initial lease term" commencing on **Month day, 2012** and expiring on **Month 29, 2013**; subject, however, to earlier termination as hereinafter provided.

Renewal

2.02 Provided Lessee is not in default hereunder, Lessee is granted the option to renew this Lease for **nine (9) additional one (1) year terms** (the "Renewal Term(s) as stated in the Request for Bid (RFB) Procurement Packet in Exhibit "A", under the same terms and conditions set forth in this Agreement except that the rent amount for the Property shall be established as proposed by Lessor in Exhibit "B" (the "Bid Page") and which was accepted by County. Lessee shall give Lessor written notice of its intent to exercise its renewal

option at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term.

Holdover

2.03 If Lessee holds over and continues in possession of the Leased Premises after expiration of the term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a month to month tenancy, subject to all of the terms and conditions of this Lease. The inclusion of this Article 2.03 shall not be construed as Lessor's consent for Lessee to hold over.

Voluntary Termination

2.04 Lessee may terminate this Contract at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Lessor.

Commitment of Current Revenues Only

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

ARTICLE 3. RENT

Monthly Rental

3.01 Lessee agrees to and shall pay to Lessor as rent for the use and occupancy of the Property during the initial lease term the sum of **AMOUNT Dollars ($ 000.00)** per month for a **one (1) year period**. The rental amount during the Renewal Term, if Lessee exercises its renewal options, shall increase every year thereafter as described and attached hereto **Exhibit B–Bid Page 1, 2**

& 3 during the nine (9) one (1) year renewal terms. Each Rental payment shall be due in advance on the first day of each month during the term of the lease, beginning on, **Month day, 2012** rent hereunder, when and as the same may become due and payable, shall be paid in lawful money of the United States at the time to the Lessor at: **ADDRESS, City, ST ZIP,** unless and until Lessor notifies Lessee in writing to make the payments to some other address.

3.02 Lessor also leases to Lessee approximately six (6) square feet of the interior of that certain air conditioned, solid concrete building with generator backup located on the premises description on Exhibit A-2 for location of Lessee's transmitter and other ancillary equipment. Lessor grants Lessee unlimited access to the Equipment Building twenty-four hours of the day, seven days a week during the term of this Lease.

ARTICLE 4. UTILITIES

Lessor shall pay or cause to be paid all charges for electricity, used on the Property throughout the term of this lease, including any connection fees.

ARTICLE 5. USE OF PROPERTY

Lessee shall have the right to use the Property for any lawful purpose pertaining to the receipt, broadcast or rebroadcast of data or radio signals.

ARTICLE 6. REPAIR AND MAINTENANCE

Lessor will, throughout the lease term, maintain the Property and keep it free of waste and nuisance. Lessor will, at Lessor's own expense, during the term of this Lease, maintain air conditioning systems, all windows, the roof, the foundation, the structural soundness of the exterior walls, the electrical wiring, paving the doors, the guy wires, the tower structure, the tower warning lights or beacons and all other components of the Property. Lessor will maintain all records and make all reports required by the Federal Aviation Administration with respect to maintenance and operation of tower warning light or beacons. In the event Lessor should neglect to reasonably maintain the Property. Lessee

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will have the right, but not the obligation, to cause repairs or corrections to made, with any reasonable costs therefor to be payable by Lessor to Lessee as an offset against rental on the next rental installment date. Lessee will, at its sole cost and expense, maintain and repair its own equipment, cables and antennae.

ARTICLE 7. OBLIGATIONS OF LESSOR AND LESSEE

Taxes

7.01 Lessee shall be liable for, and shall pay and discharge before the same become delinquent, all taxes levied or assessed against personal property, furniture, or fixtures located in or upon the Property owned by Lessee, but not by other Lessees or by Lessor, on the real property. Lessor shall be liable for, and shall pay and discharge before the same become delinquent, all ad valorem taxes and assessments levied against the Property, including any fixtures and improvements.

Alternation, Additions, and Improvements

7.02 Lessee may, at Lessee=s discretion, but shall not be required to, make any alterations, additions or improvements to the Property, provided Lessee obtains the prior written consent of Lessor, which consent shall not be unreasonably withheld. All alterations, additions or improvements made to the Property described in Exhibit A-1, excluding equipment placed on the Property by Lessee, shall become the property of Lessor at the termination of this Lease Agreement.

7.03 Addition of New and Replacement Equipment. In accordance with provision 7.02 of this Lease Agreement, Lessee shall be allowed to replace existing equipment used on the Property with the prior written consent of Lessor as described in 7.02, without experiencing an increase in monthly rental costs. Should Lessee desire to add new equipment to the Property currently not in place at Lessee's expense, Lessee shall also seek the prior written consent of Lessor as described in 7.02 and Lessor shall submit a written proposal to Lessee of the additional rental costs associated with the new

equipment. If the parties reach an agreement for additional rental costs due to new equipment, then the new equipment may be added. In no event, however, will the total rental costs associated with this Lease Agreement exceed Twenty-five Thousand Dollars and no/100ths ($25,000.00) per year.

Damage or Destruction

7.04 In the event the Property or any portion thereof is damaged or destroyed by fire, tornado, or other casualty, Lessee shall be entitled to an abatement of rent as a result and Lessor shall promptly repair any such damages or destruction using materials and workmanship of a similar nature and quality to the original construction.

Insurance

7.05 Lessor agrees to insure the Property, at its sole cost and expense, against loss by fire, or other casualty, including extended coverage, with a policy or policies acceptable to Lessor. The coverages under such policy or policies shall provide for coverage in an amount reasonably required by Lessor to provide for the replacement or repair of the improvements located on the Property, or such portion thereof as may be damaged by a covered loss, but in no event less than the amount required by any party holding a security interest in or lien or the Property. Lessor agrees to hold Lessee harmless from any and all claims actions proceedings, damages, and liabilities arising from the use, condition and operation of the Property, and to carry liability insurance insuring at the sole cost and expense of lessor, both Lessor and Lessee against such loss and liability, in such amounts as Lessor may reasonably require. In the event Lessor should neglect to provide any insurance coverage required under this paragraph, Lessee shall have the right, but not the obligation, to purchase such coverage to protect Lessee's interest, with any reasonable costs therefor to be payable by Lessee.

Lessee's Insurance

7.06 Lessee, at its own expense, shall provide and maintain in force effective **Month day, 2012** and continuing during the term of this Lease Liability insurance in the amounts deemed adequate by Lessee, naming Lessor as additional insured.

ARTICLE 8. DEFAULT

Events of Default

8.01 The following events shall be deemed to be events of default by Lessee under this lease. Lessee shall fail to pay any installment of rent hereby reserved and such failure shall continue for a period of thirty (30) days. Lessee shall fail to comply with any term, provision, or covenant of this lease, other than the payment of rent, and shall not cure such failure within thirty (30) days after written notice thereof to Lessee.

Remedies

8.02 Upon the occurrence of any event to default specified in Paragraph 8.01 hereof, Lessor shall have the option to pursue any one or more of the following remedies without notice of demand whatsoever.

Re-entry

Lessor may re-enter the Property immediately and remove all Lessee's personal property therefrom. Lessor may store the personal property in a public warehouse or at another place at Lessor's choosing at Lessee's expense or to Lessee's account.

Termination

After re-entry, Lessor may terminate the lease on giving ten (10) days written notice of such termination to Lessee. Re-entry only, without notice of termination, will not terminate the lease.

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Re-letting Property

After re-entering, Lessor may re-let the Property or any part thereof, for any term, without terminating the lease at such rent and on such terms as Lessor may choose. Lessor may make repairs to the Property at Lessee's expense.

Quiet Enjoyment Pending Cure Period

8.03 Notwithstanding anything to the contrary herein, Lessor understands, acknowledges and agrees that some of the Property is utilized in the receipt, transmission and/or retransmission of radio signals for law enforcement and emergency services, which Lessee is authorized to operate by virtue of a license issued by the Federal Communications Commission. Lessor shall not, except following written notice of a default and the failure to cure such default by Lessee within the time periods provided in Section 8.02 (a) and (b), exercise any remedy which may affect or in any manner interfere with Lessee=s use, possession or quiet enjoyment of the property or the receipt, transmission or retransmission of any radio signal by Lessee. Further, except for any time period following expiration of any cure period for which Lessee has not satisfactorily cured any Lessee default, Lessee shall have full access to, use of any quiet enjoyment of the property undisturbed by Lessor.

ARTICLE 9. INTENTIONALLY OMITTED

ARTICLE 10. MISCELLANEOUS

Notices and Addresses

10.01 All notices provided to be given under this agreement shall be given by certified mail or registered mail addressed to the proper party, or in person against a receipt. The date of mailing of any notice under this agreement shall be deemed to be the date of such notice and shall be effective from such date. The addresses of the parties of this agreement are as follows:

LESSOR **LESSEE**

_____
Attn.: _____
_____
_____

County Of Hidalgo, Texas
Attn: Ramon Garcia, County Judge
1615 South Closner, Suite J
Edinburg, Texas 78539

With copy to:
Hidalgo County Sheriff's Office
Attn: Guadalupe "Lupe" Trevino, Sheriff
P. O. Box 1228
Edinburg, Texas 78541

Parties Bound

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

Texas Law to Apply

10.03 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas

Legal Construction

10.04 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Prior Agreements Superseded

10.05 This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements

between the parties respecting the within subject matter.

Amendment

10.06 No amendment, modification or alteration of the terms hereof shall be binding unless the same in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

Waiver of Default

10.07 No waiver by the parties hereto of any default of breach of any term, condition or covenant of this lease shall be deemed to be a waiver of any other breach of the same or any other term, conditions or covenant contained herein.

Attorney's Fee

10.08 In the event Lessor or Lessee breaches any of the terms of this Agreement whereby the party not in default employs attorneys to protect or enforce his rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorneys= fees so incurred by such other party.

ARTICLE 11. WAIVER OF SUBROGATION

Lessor hereby waives Lessor's right of recovery against Lessee for damages caused by fire, explosion and other perils to any of the Property to the extent that recovery is made by Lessor under insurance policies in effect at the time of loss; and Lessee hereby waives Lessee's rights of recovery against Lessor for damages to any of Lessor's property caused by fire, explosion and other perils to the extend that recovery is made by the Lessee under insurance policies in effect at the time of loss. This agreement does not extend to and waiver does not apply to any damage suffered by either party hereto which is not recovered by the injury party under its insurance policies.

ARTICLE 12. SPECIAL PROVISIONS

Access to Property

12.01 During the term of this agreement, Lessor agrees that technical and maintenance employees and representatives and agents of Lessee shall have at all time rights of ingress and egress to the Property for the Purpose of installing, maintaining and repairing Lessee's equipment. Lessee agrees to insure that its subcontractors and employees performing maintenance or technical services on Lessee's equipment are covered by adequate levels of liability insurance and by any state-mandated worker's compensation insurance, if applicable.

Duty Not to Impair Lessee's Operations

12.02 Lessor agrees not to lease or license the use of the Property, or any portion thereof, to any party which will interfere with Lessee=s use of the Property, and to require than any other lessees and licenses use and operation of radio or television transmission equipment of the Property shall be performed in such a manner as not to interfere with the operation of any equipment which Lessee has therefore installed or may thereafter install on the Property. In the event interference should result, upon notice of such interference from lessee, Lessor shall cause its lessees and licenses to take all necessary steps, without costs or expense to lessee, to remove said interference or shut down communication equipment temporarily pending repair.

Hazardous Substances

12.03 Lessor represents that it has no knowledge of any substance, chemical or waste collectively "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Lessee will not introduce or use any such substance on the Site in violation of any applicable law.

IN WITNESS WHEREOF, the undersigned Lessor and Lessee hereto execute

this Agreement as of the day and year first above written

APPROVED BY COMMISSIONER COURT ON _____, 2012.

APPROVED AS TO FORM:
Atlas & Hall, .LL.P.

By:_____
Stephen L. Crain, Attorney

LESSEE:
County Of Hidalgo

By: _____
Ramon Garcia, County Judge

LESSOR:
Name:

By:_____
Printed Name, Title

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

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BID-12-040-04-11-YSI
Hidalgo County
Lease of Tower Space (McCook)
NIGP Code: 985-69-60
McAllen Communications Co., Inc.

EXHIBIT "B"

EXHIBIT "B"
BID PAGE

HIDALGO COUNTY
"LEASE OF TOWER SPACE (McCOOK)"
BID No: 12-040-04-11-YSI
NIGP CODE: 985-69-60

Note: Vendor must provide bid on initial term including all renewal terms.

Initial (one) 1 year term:	
Description	**Bid Amount**
Total cost per month	1,122.00
Total cost for 1st term of 1 year (12 months)	13,464.00
Below are the Renewal Options – nine (9) one (1) year terms	
2nd (Second) 1 (one) year term:	
Description	**Bid Amount**
Total cost per month	1,155.66
Total cost for 2nd term of 1 year (12 months)	13,867.92
3rd (Third) 1 (one) year term:	
Description	**Bid Amount**
Total cost per month	1,190.33
Total cost for 3rd term of 1 year (12 months)	14,283.96
4th (Fourth) 1 (one) year term:	
Description	**Bid Amount**
Total cost per month	1,226.04

OPENED
10:05 pm
4-11-12
Witnessed

Total cost for 4th term of 1 year (12 months)	14,712.48
5th (Fifth) 1 (one) year term:	
Description	**Bid Amount**
Total cost per month	1,262.82
Total cost for 5th term of 1 year (12 months)	15,153.85
6th (Sixth) 1 (one) year term:	
Description	**Bid Amount**
Total cost per month	1,300.71
Total cost for 6th term of 1 year (12 months)	15,608.47
7th (Seventh) 1 (one) year term:	
Description	**Bid Amount**
Total cost per month	1,339.73
Total cost for 7th term of 1 year (12 months)	16,076.72
8th (Eight) 1 (one) year term:	
Description	**Bid Amount**
Total cost per month	1,379.92
Total cost for 8th term of 1 year (12 months)	~~16,559.02~~ 16,559.04 JAM
9th (Ninth) 1 (one) year term:	
Description	**Bid Amount**

OPENED
10:05 pm
4-11-12
Witnessed

Total cost per month	1,421.32
Total cost for 9th term of 1 year (12 months)	~~17,055.79~~ 17,055.84 JAM
10th (Tenth) 1 (one) year term:	
Description	**Bid Amount**
Total cost per month	1,463.96
Total cost for 10th term of 1 year (12 months)	~~17,567.47~~ 17,567.52
Grand Total	
Description	**Bid Amount**
Total Cost for 10 years (120 months)	~~154,349.67~~ 154,349.80
FCC Antenna Site Registration #	1201637

OPENED 10:05 JAM 4-11-12 Witnessed

JAM

BIDDER'S INFORMATION:

BIDDER/COMPANY NAME: McAllen Communications Co., Inc.

ADDRESS: P. O. Box 1139

CITY/STATE/ZIP CODE: Edinburg, TX 78540-1139

PHONE & FAX NO'S: (956) 383-1960 FAX: (956) 380-0112

CELLULAR NO: N/A

E-MAIL ADDRESS: vicki@mcallenranch.com

AUTHORIZED SIGNATURE:

PRINTED NAME: James A. McAllen

TITLE President

BID-12-040-04-11-YSI
Hidalgo County
Lease of Tower Space (McCook)
NIGP Code: 985-69-60
McAllen Communications Co., Inc.

EXHIBIT "C"

Insurance Requirement Acknowledgment

I, James A. McAllen, authorized representative for McAllen Communications Co., Inc.
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $ n/a General Liability: $_____

☑ have already ~~been~~ met, see attached copy of insurance certificate.

_____ 5 April 2012
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

** Note: Automobile Liability Insurance shall not be required for leasing of tower space.

THIS CERTIFICATE IS DEEMED NULL AND VOID IN THE EVENT A NEWER CERTIFICATE IS ISSUED

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/04/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	DELTA GENERAL AGENCY CORPORATION PO Box 2045 Houston TX 77252 Retail Agent: R B CARTER AGENCY	CONTACT NAME: Retail Agent: R B CARTER AGENCY PHONE (A/C, No, Ext): 956-262-1368 FAX (A/C, No): E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: SCOTTSDALE INSURANCE CO	41297
INSURED	MCALLEN COMMUNICATIONS COMPANY INC P O BOX 1139 EDINBURG, TX 78540	INSURER B: FIRST NATIONAL INS CO OF AM	
		INSURER C: NOT APPLICABLE	
		INSURER D: NOT APPLICABLE	
		INSURER E: NOT APPLICABLE	
		INSURER F: NOT APPLICABLE	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			CPS-1399040	06/05/11	06/05/12	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
B	TOWER & BLDG @ McAllen Ranch 25 Mi N/W Edinburg, TX	X		04-CC-215875-5	4/16/12	4/16/13	TOWER $36,100.00 BLDG 9,100.00	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER IS AN ADDITIONAL INSURED. THERE IS NOT A WAIVER OF SUBROGATION FOR THIS CERTIFICATE HOLDER.

CERTIFICATE HOLDER

HIDALGO COUNTY

ATTN: PURCHASING DEPT
2812 S HWY BUS 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

DELTA GENERAL AGENCY CORPORATION

Delta Official Use: 54917.85063

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POLICY NUMBER: CPS1399040

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) Or Oganization(s)	Location(s) of Covered Operations
HIDALGO COUNTY ATTN: PURCHASING DEPT. 2812 S. HWY BUS 281 EDINBURG, TX 78539	5 MILES NORTH OF McCOOK, HIDALGO CO., TX
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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INSURED

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: _____
Print Name: James A. McAllen
Title: President
Telephone Number: (956) 383-1960
Date: 4-5-12

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

BID-12-040-04-11-YSI
Hidalgo County
Lease of Tower Space (McCook)
NIGP Code: 985-69-60
McAllen Communications Co., Inc.

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

2002499

Filed for Record in:
Hidalgo County
by Arturo Guajardo Jr.
County Clerk
On: May 29,2009 at 02:59P
As a Recording
Document Number: 2002499
Total Fees : 16.00
May 29, 2009
By
Vanessa Urester Deputy

1 **Name of person who has a business relationship with local governmental entity.**

McAllen Communications Co., Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

None

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

29 May 2009

Date

James A. McAllen as President of McAllen Communications Co, Inc.

Adopted 06/29/2007

AI-44215 **Purchasing Department 11. I.**

CC CONSENT

Meeting Date: 04/29/2014

Submitted For: Hon. Arturo Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of request for payment of Invoice #13289-1 in the amount of $6,000.00 as submitted by Chanin Engineering amid Contract #C-14-056-02-11-PO#705647 for Professional Engineering Services for the "Precinct #1 Delta Lake Park Pavilion" (project specific) with authority for County Treasurer to issue payment after County Auditor's review and processing procedures are completed.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 1200-431-00-121-005-0-334

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

BUDGETARY IMPACT:

Funds available through PO#705647.

Attachments

Invoice documentation

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	04/23/2014 01:29 PM
Budget & Management	Debbie Tamez	04/23/2014 02:07 PM
Glinda Pacheco	Glinda Pacheco	04/23/2014 03:40 PM
Auditor's Office	Monica Badillo	04/25/2014 05:12 PM

Form Started By: Vangie Garcia Started On: 04/23/2014 10:03 AM

Final Approval Date: 04/25/2014

FAX

To: **Vangie Garcia**
Company:
Fax: 956-318-2629
Phone:

From: **Marcie Jackson**
Fax: (956) 973-7804
Phone:
E-mail: marcie.jackson@co.hidalgo.tx.us

Notes:

Attention Vangie: Request Invoice to be submitted on Commissioner Court for 4/29/14 meeting.

Thank you,
Marcie Jackson

THE COUNTY OF HIDALGO TEXAS

Date and time of transmission: 4/23/2014 9:24:32 AM
Number of pages including this cover sheet: 2

CHANIN
ENGINEERING LLC

400 NOLANA SUITE N2
MCALLEN, TX 78504
TEL. 956.687.9421
FAX 956.687.3211

Invoice No.: 13289-1
Invoice Date: April 3, 2014

PO# 705647
C-14-056-02-11

Project No.: 13-289

Hidalgo County Precinct 1
1902 Joe Stephens Ave. Suite 101
Weslaco, TX 78596
Phone: 956.968.8733

Project Name:
Precint 1 Delta Lake Park Pavilion

INVOICE

Description	Schedule Value	% Complete	Prior Billings	This Invoice
Engineering Fees				
Structural Design				
Construction Drawings (80%)	$6,000.00	100%	$0.00	$6,000.00
Construction Completion (20%)	$1,500.00	0%	$0.00	$0.00
TOTALS:	$7,500.00		$0.00	$6,000.00

Total Amount Due: $6,000.00

Account Summary		
Billed To Date	Paid To Date	Balance Due
$6,000.00	$0.00	$6,000.00

INVOICE RECEIVED BY
on 4/8/14
GOODS/SERVICES RECEIVED BY:
on

PCT. # 1
ROAD & BRIDGE
1 -120-431-00-121-005-0-334
25176/70547

****
*** RX REPORT ***
****

RECEPTION OK

TX/RX NO	7123
DESTINATION TEL #	
DESTINATION ID	
ST. TIME	04/23 09:38
TIME USE	01'20
PGS.	2
RESULT	OK

AI-44238 **Precinct #2 21. B.**

CC - REGULAR

Meeting Date: 04/29/2014

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

Department: COMM. PCT. #2

Information

CAPTION

Approval of Closing Documents for the Purchase of Real Property from North Alamo Water Supply Corp. and authority for County Judge to execute the same for Parcels 15 & 16, Minnesota Road from Raul Longoria to Cesar Chavez.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1342-431-00-122-058-0-711

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

BUDGETARY IMPACT:

available funding as of 04/25/14 - $45,165.38

Attachments

closing documents

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/24/2014 01:29 PM
Purchasing Department	Monica Badillo	04/25/2014 05:30 PM

Form Started By: Angela Garcia Started On: 04/24/2014 10:33 AM

Final Approval Date: 04/25/2014

FRYER & HANSEN, P.L.L.C
Law Firm
1352 W. Pecan Blvd.
McAllen, Texas 78501

Telephone 956-686-6606
Telefax 956-686-6601
email@FryerandHansen.com

Richard W. Fryer
J.D., P.E., LEED AP

April 21, 2014

Jaime Salinas, Pct #2
Right of Way Agent
Precinct #2 Right of Way Department
c/o Administration Office, County of Hidalgo
300 West Hall Acres, Suite G,
Pharr, Texas 78577

RE: Parcels 15 and 16, Minnesota Road from Raul Longoria to Caesar Chavez

Dear Mr. Salinas:

Enclosed herewith are the closing documents for the referenced matter which have been executed on behalf of North Alamo Water Supply Corporation. These documents are delivered to you, in trust, at the instruction of Valley Land Title Company. The conveyances are to be filed of record only upon receipt by this office of the full payment of the purchase price payable to North Alamo Water Supply Corporation in collected funds, as follows:

Parcel 15: $ 8,866.00; and
Parcel 16: $ 10,935.00

If you have any questions regarding this matter or the documents enclosed, please do not hesitate to contact our offices. Otherwise, we will look forward to receiving the purchase prices in collected funds along with copies of the fully-executed closing documents in the next several days. Thank you for your attention to this matter.

Very truly yours,

Luann Farmer, Paralegal, for
Richard Ward Fryer

plf:JWD:NAWSC:MinnesotaDrainageProject:Pct2-HidalgoCounty-ClsngDocCov.ltr

AI-44267 **Precinct #2 21. C.**

CC - REGULAR

Meeting Date: 04/29/2014

Submitted For: Commissioner Hector Palacios **Submitted By:** Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Pct 2 ICA SJ-Eldora & Sgt Trevino Rd (1200):
1. Approval of certification of revenue as certified by the County Auditor for revenues received from the City of San Juan for the Pct 2 Eldora & Sgt Treviño Rd Project.
2. Approval of 2014 appropriation of funds into Pct 2 ICA SJ-Eldora & Sgt Treviño Rd in the amount of $182,929.86.

BACKGROUND

Interlocal agreement was approved by CC 8/6/13 AI#39872

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-122-091-0-841

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

BUDGETARY IMPACT:

Appropriation of funds available through reimbursement from the City of San Juan for the Pct 2 Eldora and Sgt Trevino Rd Project in revenue account # 4-1200-337-00-122-007-0-000.

Attachments

revised
COR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/25/2014 11:38 AM
Merlen P. Munoz	Merlen P. Munoz	04/25/2014 03:53 PM
Purchasing Department	Monica Badillo	04/25/2014 05:30 PM

Form Started By: Erika Zamora Started On: 04/24/2014 05:36 PM

Final Approval Date: 04/25/2014

DATE: April 29, 2014

2014
Appropriation

DEPARTMENT HEAD: Commissioner Hector Palacios

DEPARTMENT NAME: Hidalgo County Precinct #2 ICA SJ- Eldora & Sgt Trevino Rd

ACCOUNT NUMBER: 4-1200-431-00-122-091-0-841

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

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
4-1200-431-00-122-091-0- 841	Pct 2 ICA SJ-Eldora & Sgt Trevino Rd	Aid to Govt Agency	182,929.86
4-1200-337-00-122-007-0- 000	*R&B Pct 2-Intgt'l Revenue*	*San Juan-Eldora& Sgt Trevino Rd*	*182,929.86*
		TOTAL BUDGET INCREASE (DECREASE)	**182,929.86**

REASON: Appropriation of funds from reimbursement received from the City of San Juan for the Pct 2 Eldora & Sgt Trevino lowering of the canal crossings Project through Interlocal Agreement approved by Commissioners Court on 8/6/13 AI#39872 .

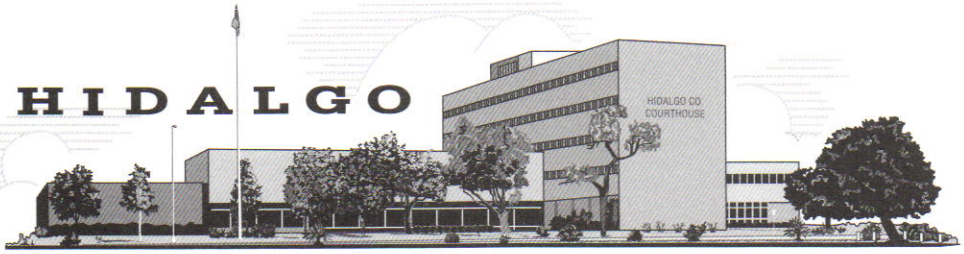
DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

April 25, 2014

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable A.C. Cuellar, Jr., Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0707 SPECIAL BUDGET FOR REVENUE FROM INTERGOVERNMENTAL CONTRACTS:

> The county auditor shall certify to the commissioners court the receipt of all revenue from intergovernmental contracts that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the revenue for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the revenue from interlocal agreement with the City of San Juan for Eldora Road and Sargeant Trevino Road in the amount of $182,929.86 for Precinct 2. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

4/28/14
Date

HIDALGO COUNTY DISTRICT JUDGES

JAIME E. TIJERINA, JUDGE, 92ND D.C. | RODOLFO DELGADO, JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES, JUDGE, 139TH D.C. | ROSE GUERRA REYNA, JUDGE, 206TH D.C. | JUAN R. PARTIDA, JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR., JUDGE, 332ND D.C. | NOE GONZALEZ, JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ, JUDGE, 389TH D.C. | AIDA SALINAS FLORES, JUDGE, 398TH D.C. | ISRAEL RAMON, JR., JUDGE, 430TH D.C. | JESSE CONTRERAS, JUDGE, 449TH D.C.

AI-44226 **Precinct #2 21. D.**

CC - REGULAR

Meeting Date: 04/29/2014

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

Department: COMM. PCT. #2

Information

CAPTION

Pct. 2 Various Funds:
Requesting approval to process the following invoices as claims with authority for County Treasurer to issue payment after review, audit, and processing procedures are completed by the County Auditor:

Vendor	Invoice No.	Account No.	Amount
Co. Wide Shop			
Verizon Wireless	9718984671	4-1200-431-00-122-004-0-532	$10.38
Verizon Wireless	9720691666	4-1200-431-00-122-004-0-532	$64.03
Verizon Wireless	9720691666	4-1200-431-00-122-004-0-532	$10.38
Verizon Wireless	9722412639	4-1200-431-00-122-004-0-532	$64.03
Verizon Wireless	9722412639	4-1200-431-00-122-004-0-532	$10.38
Total			**$159.20**
Administration			
Verizon Wireless	9720691656	4-1200-431-00-122-005-0-532	$44.11
Verizon Wireless	9720691656	4-1200-431-00-122-005-0-532	$66.94
Verizon Wireless	9722412629	4-1200-431-00-122-005-0-532	$44.11
Verizon Wireless	9722412629	4-1200-431-00-122-005-0-532	$65.13
Advance Publishing Co.	140108	4-1200-431-00-122-005-0-540	$378.00
Total			**$598.29**

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-122-00X-0-532/540

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

BUDGETARY IMPACT:

Funds pending PO liquidation

PO Available balance as of 4-25-14:
705443 $677.64
704321 $531.20
704322 $770.37

703177 $378.00

Attachments

invoice 1
invoice 2
invoice 3
invoice 4
invoice 5
invoice 6&7
invoice 8
invoice 9
Advance Invoice

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/24/2014 08:55 AM
Manuel Chapa	Manuel Chapa	04/24/2014 09:26 AM
Angela Garcia (Originator)	Angela Garcia	04/24/2014 10:13 AM
Manuel Chapa	Manuel Chapa	04/25/2014 04:10 PM
Purchasing Department	Monica Badillo	04/25/2014 05:30 PM

Form Started By: Angela Garcia Started On: 04/23/2014 04:02 PM

Final Approval Date: 04/25/2014

verizonwireless

Invoice Number	Account Number	Date Due	Page
9718984671	822603189–00029	Past Due	7 of 8

INVOICE RECEIVED BY: May ON 2/10/14
GOODS/SERVICES RECEIVED BY: Erilla Zamora ON 1/24 - 2/23/14

Summary for Pct 2 Admin: 956–578–1589

Your Plan

Nationwide Talk Share 1400
$9.99 monthly charge
$.40 per minute

Friends & Family

PAYU MB With EVDO
$1.99 per megabyte

M2M National Unlimited
Unlimited monthly Mobile to Mobile

UNL Night & Weekend Min
Unlimited monthly OFFPEAK

Have more questions about your charges? Get details for usage charges at vzw.com/mybusinessaccount.

Monthly Charges

Nationwide Talk Share 1400 Add'l Line	01/24 – 02/23	9.99
		$9.99 ✓

Usage and Purchase Charges

Voice		Allowance	Used	Billable	Cost
SharePlan	*minutes*	1400 (shared)	1	--	--
Total Voice					$.00
Total Usage and Purchase Charges					**$.00**
Verizon Wireless' Surcharges					
Fed Universal Service Charge					.39
					$.39
Total Current Charges for 956–578–1589					**$10.38** ✓

RECEIVED BY COUNTY AUDITOR 2014 MAR 6 PM 4 03

PO # 705443
4-1200-431-00-122-004-0-532
Req # 252410

Detail for Pct 2 Admin: 956–578–1589

Voice

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
1/09	4:06P	956–787–1891	Peak	PlanAllow	Pharr TX	Pharr TX	1	--	--	--

Order #: 2193 Copy #: 05 Control #:20000756-00006214

Need–to–Know Information

Limiting Notations On Payments

Written notations included with or on your payment cannot be reviewed when bills are processed and will not be honored. Please send such notated payment and any accompanying correspondence to the Correspondence Address on Page 2 of your bill.

Electronic Fund Transfer (EFT)

Your check authorizes us either to make a one–time electronic funds transfer (EFT) from your account or process as a check. An EFT may be withdrawn from your account the same day you make your payment and your check is not returned to you. If you want to be excluded from EFT, please call 1–866–544–0401. If payment is returned unpaid, you authorized us to collect an additional $25 fee through EFT from your account.

Experiencing A Problem With Your Verizon Wireless Device?

Just contact us toll–free at 1–866–406–5154 from a landline phone. If we can't resolve the problem and the problem is caused by a manufacturing defect within the first year you own the device, we'll send you a Certified Like–New Replacement (either a like unit or one of comparable quality) right to your door.

FUSC Change

The Federal Universal Service Charge (FUSC) is a Verizon Wireless charge that is subject to change each calendar quarter based on contribution rates prescribed by the FCC. On January 1, the FUSC changed to 3.94 percent of assessable wireless charges, other than separately billed interstate and international telecom charges. The FUSC on separately billed interstate and international telecom charges changed to 16.4 percent. For more details, please call 1–888–684–1888.

Order #: 2193 Copy #: 05 Control #:20000756-00006213

verizonwireless

Invoice Number	Account Number	Date Due	Page
9720691666	822603189-00029	Past Due	4 of 8

INVOICE RECEIVED BY: May ON 3/7/14
GOODS/SERVICES RECEIVED BY: Emilia Zamora ON 2/24-3/23/14

Summary for CO Wide Shop Office Use: 956–310–8379

Your Plan

Nationwide Talk Share 1400
$80.00 monthly charge
1400 monthly allowance minutes
$.40 per minute after allowance

Friends & Family

PAYU MB With EVDO
$1.99 per megabyte

Beginning on 11/24/13:
23% Access Discount

M2M National Unlimited
Unlimited monthly Mobile to Mobile

UNL Night & Weekend Min
Unlimited monthly OFFPEAK

Monthly Charges

Nationwide Talk Share 1400	02/24 – 03/23	80.00
23% Access Discount	02/24 – 03/23	–18.40
		$61.60

Usage and Purchase Charges

Voice		Allowance	Used	Billable	Cost
SharePlan	*minutes*	1400 (shared)	218	--	--
Total Voice					$.00
Total Usage and Purchase Charges					**$.00**

Verizon Wireless' Surcharges

Fed Universal Service Charge	2.43
	$2.43
Total Current Charges for 956–310–8379	**$64.03**

Have more questions about your charges?
Get details for usage charges at
vzw.com/mybusinessaccount.

PO # 705443
4-1200-431-00-122-004-0-532
Req # 252410

Detail for CO Wide Shop Office Use: 956–310–8379

Voice

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
1/24	9:17A	956–784–4229	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
1/24	1:58P	956–781–5996	Peak	PlanAllow	Pharr TX	Pharr TX	3	--	--	--
1/24	2:19P	956–565–3788	Peak	PlanAllow	Pharr TX	Mercedes TX	3	--	--	--
1/27	8:23A	956–565–3788	Peak	PlanAllow	Pharr TX	Mercedes TX	1	--	--	--
1/27	8:24A	956–565–3788	Peak	PlanAllow	Pharr TX	Mercedes TX	1	--	--	--
1/27	8:25A	956–781–5996	Peak	PlanAllow	San Juan TX	Pharr TX	3	--	--	--
1/27	10:53A	956–739–6591	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
1/27	11:44A	956–739–6591	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
1/27	11:59A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	2	--	--	--
1/27	2:21P	956–581–2711	Peak	PlanAllow	Pharr TX	Mission TX	1	--	--	--
1/27	4:08P	956–565–3788	Peak	PlanAllow	Pharr TX	Mercedes TX	2	--	--	--
1/28	10:02A	956–784–4229	Peak	PlanAllow	McAllen TX	Incoming CL	1	--	--	--
1/28	10:20A	956–784–4229	Peak	PlanAllow	McAllen TX	Pharr TX	1	--	--	--
1/28	10:20A	956–787–1891	Peak	PlanAllow,CallWait	McAllen TX	Incoming CL	1	--	--	--
1/28	1:47P	956–565–3788	Peak	PlanAllow	Pharr TX	Mercedes TX	2	--	--	--
1/28	2:57P	956–565–2473	Peak	PlanAllow	San Juan TX	Mercedes TX	2	--	--	--

Order #: 5823 Copy #: 13 Control #:20000776-00006425

Detail for CO Wide Shop Office Use: 956–310–8379

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
1/28	3:21P	956–565–2473	Peak	PlanAllow	Pharr TX	Mercedes TX	4	—	—	—
1/29	6:07A	956–739–6591	Peak	PlanAllow	Alamo TX	Incoming CL	2	—	—	—
1/29	10:47A	956–451–6455	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
1/29	1:44P	956–999–8058	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
1/30	9:57A	956–565–2473	Peak	PlanAllow	Pharr TX	Mercedes TX	1	—	—	—
1/30	10:43A	956–565–3788	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
1/30	3:27P	956–739–6591	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
2/03	9:25A	956–739–6591	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
2/03	10:53A	956–739–6591	Peak	PlanAllow	Pharr TX	Incoming CL	3	—	—	—
2/03	12:25P	956–781–5996	Peak	PlanAllow	Pharr TX	Pharr TX	4	—	—	—
2/04	10:26A	956–565–2473	Peak	PlanAllow	San Juan TX	Mercedes TX	2	—	—	—
2/04	3:00P	956–702–1056	Peak	PlanAllow	Pharr TX	Pharr TX	2	—	—	—
2/04	3:01P	956–781–5996	Peak	PlanAllow	Pharr TX	Pharr TX	4	—	—	—
2/04	3:05P	956–702–1056	Peak	PlanAllow	Pharr TX	Pharr TX	2	—	—	—
2/04	4:43P	956–781–5996	Peak	PlanAllow	Pharr TX	Pharr TX	2	—	—	—
2/05	9:37A	956–581–2711	Peak	PlanAllow	Pharr TX	Mission TX	3	—	—	—
2/06	10:21A	956–565–2473	Peak	PlanAllow	Pharr TX	Mercedes TX	1	—	—	—
2/06	2:02P	956–739–6591	Peak	PlanAllow	Edcouch TX	Incoming CL	1	—	—	—
2/06	3:51P	956–565–3788	Peak	PlanAllow	Pharr TX	Mercedes TX	4	—	—	—
2/06	3:59P	956–565–3788	Peak	PlanAllow	Pharr TX	Mercedes TX	1	—	—	—
2/07	11:07A	956–565–3788	Peak	PlanAllow	Pharr TX	Mercedes TX	3	—	—	—
2/10	8:43A	956–565–3724	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
2/10	9:02A	956–565–3788	Peak	PlanAllow	Pharr TX	Mercedes TX	2	—	—	—
2/10	11:42A	956–565–3788	Peak	PlanAllow	San Juan TX	Mercedes TX	2	—	—	—
2/10	3:41P	956–565–3788	Peak	PlanAllow	Weslaco TX	Mercedes TX	2	—	—	—
2/10	4:33P	956–565–3724	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
2/11	9:35A	956–380–2535	Peak	PlanAllow	San Juan TX	Edinburg TX	2	—	—	—
2/11	9:38A	956–565–2473	Peak	PlanAllow	Pharr TX	Mercedes TX	2	—	—	—
2/11	9:53A	956–702–1056	Peak	PlanAllow	Pharr TX	Pharr TX	8	—	—	—
2/11	11:01A	956–739–6591	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
2/12	10:21A	956–739–6591	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
2/12	2:53P	956–702–0066	Peak	PlanAllow	Pharr TX	Pharr TX	2	—	—	—
2/12	2:56P	956–380–2535	Peak	PlanAllow	Pharr TX	Edinburg TX	1	—	—	—
2/12	4:39P	956–781–5996	Peak	PlanAllow	Pharr TX	Pharr TX	3	—	—	—
2/12	4:49P	956–222–4180	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
2/13	9:14A	956–702–0066	Peak	PlanAllow	Pharr TX	Pharr TX	3	—	—	—
2/13	9:16A	956–781–5996	Peak	PlanAllow	Pharr TX	Pharr TX	1	—	—	—
2/13	9:49A	956–781–5996	Peak	PlanAllow	Pharr TX	Pharr TX	5	—	—	—
2/13	9:54A	956–702–0066	Peak	PlanAllow	San Juan TX	Pharr TX	5	—	—	—
2/13	9:59A	956–800–8168	Peak	PlanAllow	Pharr TX	McAllen TX	6	—	—	—
2/13	10:05A	956–781–5995	Peak	PlanAllow	Pharr TX	Pharr TX	2	—	—	—
2/13	10:06A	956–800–8168	Peak	PlanAllow,CallWait	Pharr TX	Incoming CL	1	—	—	—
2/13	10:09A	956–702–0066	Peak	PlanAllow	Pharr TX	Pharr TX	2	—	—	—
2/13	10:16A	956–800–8168	Peak	PlanAllow	Pharr TX	McAllen TX	3	—	—	—
2/13	10:52A	956–585–4500	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—

Order #: 5823 Copy #: 13 Control #:20000776-00006425

Detail for CO Wide Shop Office Use: 956–310–8379

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
2/13	10:55A	956–585–4500	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
2/13	11:05A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	5	—	—	—
2/13	1:08P	956–585–4500	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
2/13	3:12P	956–565–3788	Peak	PlanAllow	Weslaco TX	Mercedes TX	9	—	—	—
2/13	3:45P	956–565–3724	Peak	PlanAllow	Weslaco TX	Mercedes TX	9	—	—	—
2/14	10:08A	956–787–1891	Peak	PlanAllow	Falfurrias TX	Pharr TX	2	—	—	—
2/18	8:10A	956–968–3423	Peak	PlanAllow	Pharr TX	Weslaco TX	3	—	—	—
2/18	8:15A	956–565–3788	Peak	PlanAllow	Pharr TX	Mercedes TX	2	—	—	—
2/18	1:52P	956–565–3788	Peak	PlanAllow	Pharr TX	Mercedes TX	3	—	—	—
2/19	1:12P	956–686–7622	Peak	PlanAllow	Pharr TX	McAllen TX	3	—	—	—
2/19	1:14P	956–565–3788	Peak	PlanAllow	Pharr TX	Mercedes TX	2	—	—	—
2/19	1:19P	956–968–3423	Peak	PlanAllow	Pharr TX	Weslaco TX	2	—	—	—
2/19	2:10P	956–565–3788	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
2/19	2:56P	956–585–4500	Peak	PlanAllow	Pharr TX	Incoming CL	7	—	—	—
2/19	3:08P	956–585–4500	Peak	PlanAllow	Pharr TX	Incoming CL	4	—	—	—
2/19	4:09P	956–781–5996	Peak	PlanAllow	San Juan TX	Pharr TX	11	—	—	—
2/20	11:14A	956–781–5996	Peak	PlanAllow	Weslaco TX	Pharr TX	3	—	—	—
2/21	8:15A	956–702–0066	Peak	PlanAllow	Pharr TX	Pharr TX	2	—	—	—
2/21	8:17A	956–781–5996	Peak	PlanAllow	Pharr TX	Pharr TX	3	—	—	—
2/21	8:35A	956–781–5996	Peak	PlanAllow	Pharr TX	Pharr TX	3	—	—	—
2/21	8:39A	956–702–0066	Peak	PlanAllow	Pharr TX	Pharr TX	3	—	—	—
2/21	10:34A	956–781–5996	Peak	PlanAllow	Pharr TX	Pharr TX	3	—	—	—
2/21	11:10A	956–781–5996	Peak	PlanAllow	Pharr TX	Pharr TX	2	—	—	—

Order #: 5823 Copy #: 13 Control #:20000776-00006424

verizonwireless

Invoice Number	Account Number	Date Due	Page
9720691666	822603189–00029	Past Due	7 of 8

INVOICE RECEIVED BY: Mary ON 3/7/14

GOODS/SERVICES RECEIVED BY: Erika Tamez ON 3/24-3/25/14

Summary for Pct 2 Admin: 956–578–1589

Your Plan

Nationwide Talk Share 1400
$9.99 monthly charge
$.40 per minute

Friends & Family

PAYU MB With EVDO
$1.99 per megabyte

M2M National Unlimited
Unlimited monthly Mobile to Mobile

UNL Night & Weekend Min
Unlimited monthly OFFPEAK

Have more questions about your charges? Get details for usage charges at vzw.com/mybusinessaccount.

Monthly Charges

Nationwide Talk Share 1400 Add'l Line	02/24 – 03/23	9.99
		$9.99

Usage and Purchase Charges

Voice		Allowance	Used	Billable	Cost
SharePlan	*minutes*	1400 (shared)	1	--	--
Total Voice					$.00
Total Usage and Purchase Charges					**$.00**

Verizon Wireless' Surcharges

Fed Universal Service Charge	.39
	$.39
Total Current Charges for 956–578–1589	**$10.38**

Detail for Pct 2 Admin: 956–578–1589

Voice

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
2/13	11:06A	956–292–3029	Peak	PlanAllow	Edinburg TX	Edinburg TX	1	--	--	--

PO # 105443
4-1200-431-00-122-004-0-532
Req # 252410

Order #: 5823 Copy #: 13 Control #:20000776-00006423

Need–to–Know Information

Limiting Notations On Payments

Written notations included with or on your payment cannot be reviewed when bills are processed and will not be honored. Please send such notated payment and any accompanying correspondence to the Correspondence Address on Page 2 of your bill.

Electronic Fund Transfer (EFT)

Your check authorizes us either to make a one–time electronic funds transfer (EFT) from your account or process as a check. An EFT may be withdrawn from your account the same day you make your payment and your check is not returned to you. If you want to be excluded from EFT, please call 1–866–544–0401. If payment is returned unpaid, you authorized us to collect an additional $25 fee through EFT from your account.

Experiencing A Problem With Your Verizon Wireless Device?

Just contact us toll–free at 1–866–406–5154 from a landline phone. If we can't resolve the problem and the problem is caused by a manufacturing defect within the first year you own the device, we'll send you a Certified Like–New Replacement (either a like unit or one of comparable quality) right to your door.

Notice Of Administrative Charge Decrease

Effective February 1, 2014 the monthly Verizon Wireless Administrative Charge for voice capable devices decreased from $0.90 to $0.88 per line for all eligible customers. The charge for data only devices remains at $0.06. For information regarding this charge, call 1–888–684–1888. Please consult your Customer Agreement for information about rate changes.

Order #: 5823 Copy #: 13 Control #:20000776-00006422

verizonwireless

Invoice Number	Account Number	Date Due	Page
9720691656	822603189–00005	Past Due	4 of 17

INVOICE RECEIVED BY: Mary ON 3/6/14
GOODS/SERVICES RECEIVED BY: Erika Zamora ON 2/24-3/23/14

Summary for Abel Sanchez: 956–310–1517

Your Plan

America's Choice SharePlan 600
$55.12 monthly charge
600 monthly allowance minutes
$.25 per minute after allowance

Friends & Family

Beginning on 02/19/13:
22% Access Discount

Beginning on 02/17/14:
23% Access Discount

M2M National Unlimited
Unlimited monthly Mobile to Mobile

UNL Night & Weekend Min
Unlimited monthly OFFPEAK

200 Text PIX FLIX Messages
200 monthly message allowance
$.10 per message sent after allowance
$.02 per message Rcv'd after allowance

Monthly Charges

America's Choice SharePlan 600	02/24 – 03/23	55.12
23% Access Discount	02/24 – 03/23	–12.68
		$42.44

Usage and Purchase Charges

Voice		Allowance	Used	Billable	Cost
SharePlan	*minutes*	600 (shared)	163	--	--
Mobile to Mobile	*minutes*	unlimited	2	--	--
Night/Weekend	*minutes*	unlimited	93	--	--
Total Voice					$.00
Messaging					
Text, Picture & Video	*messages*	200	20	--	--
Total Messaging					$.00
Total Usage and Purchase Charges					**$.00**

Verizon Wireless' Surcharges

Fed Universal Service Charge	1.67
	$1.67

Total Current Charges for 956–310–1517 **$44.11**

Have more questions about your charges?
Get details for usage charges at
vzw.com/mybusinessaccount.

PO # 8704321
4-1200-431-00-122-005-0-532
Req # 250201

Detail for Abel Sanchez: 956–310–1517

Voice

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
1/24	11:00A	956–278–3460	Peak	PlanAllow	Alamo TX	Incoming CL	1	--	--	--
1/24	11:24A	956–369–0823	Peak	M2MAllow	Alamo TX	Edinburg TX	2	--	--	--
1/24	11:48A	718–307–6250	Peak	PlanAllow	Alamo TX	Incoming CL	1	--	--	--
1/24	12:14P	956–854–1952	Peak	PlanAllow	Alamo TX	Incoming CL	4	--	--	--
1/24	12:46P	956–784–1956	Peak	PlanAllow	Alamo TX	Incoming CL	3	--	--	--
1/24	1:28P	956–784–1956	Peak	PlanAllow	Pharr TX	Pharr TX	4	--	--	--
1/24	2:43P	956–787–1891	Peak	PlanAllow	Alamo TX	Pharr TX	4	--	--	--
1/24	3:24P	956–800–7025	Peak	PlanAllow	Alamo TX	Incoming CL	7	--	--	--
1/24	4:34P	956–632–2716	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
1/24	4:53P	956–636–5441	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
1/24	6:28P	956–961–6338	Peak	PlanAllow	Pharr TX	Pharr TX	4	--	--	--

Order #: 5823 Copy #: 13 Control #:20000800-00006634

Detail for Abel Sanchez: 956–310–1517

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
1/24	6:31P	956–961–6338	Peak	PlanAllow	Pharr TX	Incoming CL	3	—	—	—
1/25	2:36P	956–904–3885	Off–Peak	N&W	Pharr TX	Pharr TX	7	—	—	—
1/25	2:52P	956–904–3885	Off–Peak	N&W	Pharr TX	Pharr TX	1	—	—	—
1/25	3:51P	855–494–0963	Off–Peak	N&W	Pharr TX	Incoming CL	2	—	—	—
1/25	11:48P	Data Airtime	Off–Peak	N&W,Data	Pharr TX	Data CL	1	—	—	—
1/26	12:49P	956–904–3885	Off–Peak	N&W	Pharr TX	Pharr TX	1	—	—	—
1/26	6:47P	956–685–6055	Off–Peak	N&W	Pharr TX	Incoming CL	11	—	—	—
1/26	7:09P	956–685–6055	Off–Peak	N&W	Pharr TX	Pharr TX	1	—	—	—
1/26	7:10P	956–904–3885	Off–Peak	N&W	Pharr TX	Pharr TX	1	—	—	—
1/26	8:25P	956–904–3885	Off–Peak	N&W	Pharr TX	Incoming CL	1	—	—	—
1/26	11:37P	956–685–6055	Off–Peak	N&W	Pharr TX	Pharr TX	3	—	—	—
1/26	11:45P	956–685–6055	Off–Peak	N&W	Pharr TX	Incoming CL	5	—	—	—
1/27	2:51P	956–904–3885	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
1/27	3:08P	956–904–3885	Peak	PlanAllow	Pharr TX	Pharr TX	1	—	—	—
1/27	3:10P	956–904–3885	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
1/27	3:57P	956–904–3885	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
1/27	4:05P	956–904–3885	Peak	PlanAllow	Pharr TX	Pharr TX	1	—	—	—
1/27	4:15P	956–904–3885	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
1/27	4:29P	956–354–2480	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
1/27	4:30P	956–904–3885	Peak	PlanAllow	Pharr TX	Pharr TX	1	—	—	—
1/27	6:22P	956–904–3885	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
1/27	8:55P	956–685–6055	Peak	PlanAllow	Pharr TX	Pharr TX	1	—	—	—
1/27	9:00P	956–904–3885	Peak	N&W,PlanAllow,Span	Pharr TX	Incoming CL	3	—	—	—
1/27	9:07P	800–935–9935	Off–Peak	N&W	Pharr TX	Toll–Free CL	4	—	—	—
1/27	9:10P	956–904–3885	Off–Peak	N&W	Pharr TX	Pharr TX	2	—	—	—
1/28	11:03A	956–904–3885	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
1/28	11:14A	956–904–3885	Peak	PlanAllow	Pharr TX	Pharr TX	1	—	—	—
1/28	3:11P	956–904–3885	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
1/28	3:19P	956–904–3885	Peak	PlanAllow	Pharr TX	Pharr TX	1	—	—	—
1/28	3:32P	956–636–5441	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
1/28	4:27P	855–494–0963	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
1/28	10:26P	956–904–3885	Off–Peak	N&W	Pharr TX	Incoming CL	2	—	—	—
1/29	10:20A	956–904–3885	Peak	PlanAllow	Pharr TX	Pharr TX	1	—	—	—
1/29	3:23P	956–904–3885	Peak	PlanAllow	Pharr TX	Pharr TX	1	—	—	—
1/29	3:24P	956–904–3885	Peak	PlanAllow	Pharr TX	Pharr TX	1	—	—	—
1/29	4:30P	956–278–3460	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
1/29	5:12P	956–632–2716	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
1/29	5:20P	956–904–3885	Peak	PlanAllow	Pharr TX	Pharr TX	1	—	—	—
1/29	5:22P	956–904–3885	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
1/29	5:28P	956–685–6055	Peak	PlanAllow	Pharr TX	Incoming CL	3	—	—	—
1/29	5:30P	956–904–3885	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
1/29	6:04P	956–904–3885	Peak	PlanAllow	Pharr TX	Incoming CL	3	—	—	—
1/29	6:30P	956–904–3885	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
1/29	6:57P	877–999–5737	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
1/30	1:04P	956–685–6055	Peak	PlanAllow	Pharr TX	Incoming CL	20	—	—	—

Order #: 5823 Copy #: 13 Control #:20000800-00006634

Detail for Abel Sanchez: 956–310–1517

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
1/30	3:52P	956–354–2480	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
1/30	4:08P	956–904–3885	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
1/30	4:21P	956–904–3885	Peak	PlanAllow	Pharr TX	Pharr TX	1	—	—	—
1/30	5:17P	956–904–3885	Peak	PlanAllow	Pharr TX	Pharr TX	3	—	—	—
1/30	5:29P	956–904–3885	Peak	PlanAllow	Pharr TX	Pharr TX	2	—	—	—
1/30	5:34P	956–904–3885	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
1/30	5:41P	956–685–6055	Peak	PlanAllow	Pharr TX	Incoming CL	3	—	—	—
1/30	6:26P	956–904–3885	Peak	PlanAllow	Pharr TX	Pharr TX	1	—	—	—
1/30	6:26P	956–904–3885	Peak	PlanAllow	Pharr TX	Pharr TX	1	—	—	—
1/30	6:31P	956–904–3885	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
1/30	7:14P	956–904–3885	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
1/30	7:54P	956–685–6055	Peak	PlanAllow	Pharr TX	Pharr TX	1	—	—	—
1/30	7:55P	956–685–6055	Peak	PlanAllow	Pharr TX	Pharr TX	1	—	—	—
1/30	8:07P	956–685–6055	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
1/30	8:15P	956–685–6055	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
1/30	11:45P	956–904–3885	Off–Peak	N&W	Pharr TX	Incoming CL	1	—	—	—
1/31	3:55P	956–354–2480	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
1/31	4:03P	956–904–3885	Peak	PlanAllow	Pharr TX	Pharr TX	1	—	—	—
1/31	6:06P	956–904–3885	Peak	PlanAllow	Pharr TX	Pharr TX	1	—	—	—
1/31	6:23P	956–685–6055	Peak	PlanAllow	Pharr TX	Incoming CL	3	—	—	—
1/31	10:09P	956–685–6055	Off–Peak	N&W	Pharr TX	Pharr TX	1	—	—	—
2/01	12:36P	956–904–3885	Off–Peak	N&W	Pharr TX	Pharr TX	1	—	—	—
2/01	12:41P	956–904–3885	Off–Peak	N&W	Pharr TX	Pharr TX	1	—	—	—
2/01	1:09P	956–904–3885	Off–Peak	N&W	Pharr TX	Incoming CL	1	—	—	—
2/01	1:15P	956–904–3885	Off–Peak	N&W	Pharr TX	Pharr TX	1	—	—	—
2/01	6:36P	956–904–3885	Off–Peak	N&W	Pharr TX	Pharr TX	1	—	—	—
2/01	7:27P	956–904–3885	Off–Peak	N&W	Pharr TX	Pharr TX	1	—	—	—
2/01	7:35P	956–904–3885	Off–Peak	N&W	Pharr TX	Incoming CL	1	—	—	—
2/01	7:40P	956–904–3885	Off–Peak	N&W	Pharr TX	Pharr TX	2	—	—	—
2/01	8:04P	956–904–3885	Off–Peak	N&W	Pharr TX	Incoming CL	1	—	—	—
2/02	5:24P	956–904–3885	Off–Peak	N&W	Pharr TX	Pharr TX	1	—	—	—
2/02	5:26P	956–475–1375	Off–Peak	N&W	Pharr TX	Pharr TX	1	—	—	—
2/02	5:28P	956–904–3885	Off–Peak	N&W	Pharr TX	Pharr TX	1	—	—	—
2/02	5:38P	956–904–3885	Off–Peak	N&W	Pharr TX	Pharr TX	1	—	—	—
2/02	5:38P	956–475–1375	Off–Peak	N&W	Pharr TX	Pharr TX	1	—	—	—
2/02	5:39P	956–904–3885	Off–Peak	N&W	Pharr TX	Pharr TX	1	—	—	—
2/02	5:56P	956–904–3885	Off–Peak	N&W	Pharr TX	Pharr TX	1	—	—	—
2/02	5:57P	956–904–3885	Off–Peak	N&W	Pharr TX	Pharr TX	1	—	—	—
2/02	5:58P	956–904–3885	Off–Peak	N&W	Pharr TX	Pharr TX	1	—	—	—
2/02	5:58P	956–475–1375	Off–Peak	N&W	Pharr TX	Pharr TX	1	—	—	—
2/02	5:59P	956–904–3885	Off–Peak	N&W	Pharr TX	Pharr TX	1	—	—	—
2/02	5:59P	956–904–3885	Off–Peak	N&W	Pharr TX	Incoming CL	2	—	—	—
2/02	7:56P	956–904–3885	Off–Peak	N&W	Pharr TX	Incoming CL	2	—	—	—
2/02	10:22P	956–904–3885	Off–Peak	N&W	Pharr TX	Incoming CL	1	—	—	—
2/03	4:44P	956–579–5335	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—

Order #: 5823 Copy #: 13 Control #:20000800-00006633

Detail for Abel Sanchez: 956–310–1517

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
2/03	5:04P	956–475–1375	Peak	PlanAllow	Pharr TX	Pharr TX	1	---	---	---
2/03	5:05P	956–904–3885	Peak	PlanAllow	Pharr TX	Pharr TX	1	---	---	---
2/03	5:06P	956–904–3885	Peak	PlanAllow	Pharr TX	Pharr TX	1	---	---	---
2/03	5:14P	956–904–3885	Peak	PlanAllow	Pharr TX	Pharr TX	1	---	---	---
2/03	5:15P	956–904–3885	Peak	PlanAllow	Pharr TX	Pharr TX	2	---	---	---
2/03	6:17P	956–904–3885	Peak	PlanAllow	Pharr TX	Pharr TX	1	---	---	---
2/03	7:07P	956–475–1375	Peak	PlanAllow	Pharr TX	Pharr TX	2	---	---	---
2/04	1:33P	956–904–3885	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
2/04	4:10P	956–579–5335	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
2/04	4:24P	956–904–3885	Peak	PlanAllow	Pharr TX	Pharr TX	2	---	---	---
2/04	10:01P	956–904–3885	Off–Peak	N&W	Pharr TX	Incoming CL	2	---	---	---
2/05	4:55P	956–904–3885	Peak	PlanAllow	Pharr TX	Pharr TX	1	---	---	---
2/05	5:05P	956–904–3885	Peak	PlanAllow	Pharr TX	Pharr TX	1	---	---	---
2/05	5:11P	956–904–3885	Peak	PlanAllow	Pharr TX	Pharr TX	1	---	---	---
2/05	5:30P	956–904–3885	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
2/05	10:08P	956–904–3885	Off–Peak	N&W	Pharr TX	Incoming CL	1	---	---	---
2/05	10:23P	956–904–3885	Off–Peak	N&W	Pharr TX	Pharr TX	2	---	---	---
2/06	1:02P	956–475–1375	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
2/06	4:09P	956–354–2480	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
2/06	4:24P	956–904–3885	Peak	PlanAllow	Pharr TX	Pharr TX	1	---	---	---
2/06	4:28P	956–904–3885	Peak	PlanAllow	Pharr TX	Pharr TX	2	---	---	---
2/06	4:36P	956–904–3885	Peak	PlanAllow	Pharr TX	Pharr TX	1	---	---	---
2/06	4:37P	956–904–3885	Peak	PlanAllow	Pharr TX	Pharr TX	1	---	---	---
2/06	4:37P	956–904–3885	Peak	PlanAllow	Pharr TX	Pharr TX	1	---	---	---
2/06	4:46P	956–904–3885	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
2/06	5:00P	956–904–3885	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
2/06	6:17P	956–904–3885	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
2/06	7:13P	956–904–3885	Peak	PlanAllow	Pharr TX	Pharr TX	1	---	---	---
2/06	7:14P	956–904–3885	Peak	PlanAllow	Pharr TX	Pharr TX	1	---	---	---
2/06	9:15P	956–904–3885	Off–Peak	N&W	Pharr TX	Pharr TX	2	---	---	---
2/06	10:17P	956–904–3885	Off–Peak	N&W	Pharr TX	Pharr TX	2	---	---	---
2/07	4:22P	956–354–2480	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
2/07	4:25P	956–904–3885	Peak	PlanAllow	Pharr TX	Pharr TX	1	---	---	---
2/07	4:47P	956–904–3885	Peak	PlanAllow	Pharr TX	Pharr TX	1	---	---	---
2/07	4:47P	956–904–3885	Peak	PlanAllow	Pharr TX	Pharr TX	1	---	---	---
2/07	4:47P	956–904–3885	Peak	PlanAllow	Pharr TX	Pharr TX	1	---	---	---
2/07	4:48P	956–904–3885	Peak	PlanAllow	Pharr TX	Pharr TX	1	---	---	---
2/07	4:48P	956–904–3885	Peak	PlanAllow	Pharr TX	Pharr TX	1	---	---	---
2/07	5:45P	956–904–3885	Peak	PlanAllow	Pharr TX	Pharr TX	2	---	---	---
2/07	6:57P	956–904–3885	Peak	PlanAllow	Pharr TX	Pharr TX	3	---	---	---
2/08	11:56A	956–904–3885	Off–Peak	N&W	Pharr TX	Pharr TX	2	---	---	---
2/09	11:46A	956–904–3885	Off–Peak	N&W	Pharr TX	Pharr TX	2	---	---	---
2/09	4:08P	956–904–3885	Off–Peak	N&W	Pharr TX	Pharr TX	1	---	---	---
2/09	4:09P	956–904–3885	Off–Peak	N&W	Pharr TX	Incoming CL	1	---	---	---
2/09	5:44P	956–685–6055	Off–Peak	N&W	Pharr TX	Incoming CL	6	---	---	---

Order #: 5823 Copy #: 13 Control #:20000800-00006633

verizonwireless

Invoice Number	Account Number	Date Due	Page
9720691656	812601389-00005	Past Due	8 of 17

GOODS/SERVICES RECEIVED BY: May ON 3/6/14
GOODS/SERVICES RECEIVED BY: Erika Zamora ON 2/24-3/23/14

Summary for Ricardo Cuellar: 956–369–0823 ✓

Your Plan

Nationwide Talk Share 1400
$80.00 monthly charge
1400 monthly allowance minutes
$.40 per minute after allowance

Friends & Family

Pay As You Use Megabyte Data
$1.99 per megabyte

Beginning on 12/06/13:
23% Access Discount

M2M National Unlimited
Unlimited monthly Mobile to Mobile

UNL Night & Weekend Min
Unlimited monthly OFFPEAK

Have more questions about your charges? Get details for usage charges at vzw.com/mybusinessaccount.

Monthly Charges

Nationwide Talk Share 1400	02/24 – 03/23	80.00
23% Access Discount	02/24 – 03/23	–18.40
		$61.60

Usage and Purchase Charges

Voice		Allowance	Used	Billable	Cost
SharePlan	*minutes*	1400 (shared)	813	--	--
Mobile to Mobile	*minutes*	unlimited	66	--	--
Night/Weekend	*minutes*	unlimited	151	--	--
Total Voice					$.00
Messaging					
Text – Sent	*messages*	--	3	3	.30
Text – Rcv'd	*messages*	--	31	31	.62
Total Messaging					$.92
Data					
Megabyte Usage**	*megabytes*	--	2	2	3.98
Total Data					$3.98

**Megabyte charges are incurred as a result of using data services like web browsing, receiving daily alerts, downloading games or Ringtones.

Total Usage and Purchase Charges	**$4.90**
Verizon Wireless' Surcharges	
Fed Universal Service Charge	2.43
Other Charges and Credits	
Megabyte Credit Backup Assist	–1.99
	$.44
Total Current Charges for 956–369–0823	**$66.94**

PO # 704322
4-1200-431-00-122-005-0-532 ✓
Req # 250203

Detail for Ricardo Cuellar: 956–369–0823

Voice

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
1/24	9:06A	956–227–2154	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
1/24	9:21A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
1/24	9:56A	956–429–1653	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
1/24	10:06A	956–821–1949	Peak	PlanAllow	Pharr TX	Incoming CL	2	--	--	--
1/24	10:56A	956–221–4466	Peak	M2MAllow	Pharr TX	McAllen TX	1	--	--	--
1/24	11:24A	956–310–1517	Peak	M2MAllow	Pharr TX	Incoming CL	2	--	--	--
1/24	1:37P	956–655–9797	Peak	PlanAllow	Pharr TX	Incoming CL	17	--	--	--

Order #: 5823 Copy #: 13 Control #:20000800-00006632

Detail for Ricardo Cuellar: 956–369–0823

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
1/24	3:14P	956–457–7133	Peak	PlanAllow	Pharr TX	Incoming CL	5	—	—	—
1/24	3:21P	956–533–4601	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
1/24	3:23P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
1/24	3:25P	956–533–4601	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
1/24	4:08P	956–457–7133	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
1/24	4:58P	956–687–1423	Peak	PlanAllow	Pharr TX	Incoming CL	3	—	—	—
1/25	10:17A	956–787–7131	Off–Peak	N&W	Pharr TX	Incoming CL	1	—	—	—
1/25	4:58P	956–739–3385	Off–Peak	N&W	San Juan TX	McAllen TX	8	—	—	—
1/26	9:45A	956–655–9797	Off–Peak	N&W	Pharr TX	McAllen TX	1	—	—	—
1/26	9:46A	956–467–2710	Off–Peak	N&W	Pharr TX	McAllen TX	3	—	—	—
1/26	12:04P	956–821–1949	Off–Peak	N&W	San Juan TX	Incoming CL	2	—	—	—
1/26	12:28P	956–821–1949	Off–Peak	N&W	San Juan TX	McAllen TX	1	—	—	—
1/26	5:20P	956–821–1949	Off–Peak	N&W	San Juan TX	McAllen TX	1	—	—	—
1/27	7:59A	956–209–4739	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
1/27	9:21A	956–793–5191	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
1/27	9:23A	956–884–9192	Peak	PlanAllow	Pharr TX	Incoming CL	3	—	—	—
1/27	9:35A	956–681–9521	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
1/27	10:21A	956–475–1375	Peak	PlanAllow	San Juan TX	Incoming CL	7	—	—	—
1/27	10:35A	956–605–4760	Peak	PlanAllow	San Juan TX	Incoming CL	4	—	—	—
1/27	12:35P	956–655–9797	Peak	PlanAllow	Pharr TX	Incoming CL	15	—	—	—
1/27	1:19P	956–884–0360	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
1/27	1:29P	956–884–0360	Peak	PlanAllow	Pharr TX	Pharr TX	1	—	—	—
1/27	1:45P	956–467–6899	Peak	M2MAllow	Pharr TX	Incoming CL	2	—	—	—
1/27	2:35P	956–460–1441	Peak	PlanAllow	Alamo TX	Pharr TX	2	—	—	—
1/27	2:47P	956–475–1375	Peak	PlanAllow	San Juan TX	Incoming CL	4	—	—	—
1/27	3:04P	956–460–1441	Peak	PlanAllow	Pharr TX	Incoming CL	11	—	—	—
1/27	3:19P	956–227–2154	Peak	PlanAllow	San Juan TX	Incoming CL	1	—	—	—
1/27	3:42P	956–492–8346	Peak	PlanAllow	Pharr TX	Incoming CL	3	—	—	—
1/27	4:41P	956–292–5813	Peak	M2MAllow	Pharr TX	Incoming CL	5	—	—	—
1/27	4:48P	956–227–2154	Peak	PlanAllow	Pharr TX	McAllen TX	2	—	—	—
1/27	6:10P	956–739–3385	Peak	PlanAllow	San Juan TX	McAllen TX	3	—	—	—
1/27	6:13P	956–739–3385	Peak	PlanAllow	San Juan TX	Incoming CL	1	—	—	—
1/27	6:36P	956–739–3385	Peak	PlanAllow	San Juan TX	Incoming CL	1	—	—	—
1/27	10:10P	956–342–6917	Off–Peak	N&W	Pharr TX	Incoming CL	3	—	—	—
1/28	8:03A	956–292–5813	Peak	M2MAllow	Pharr TX	Incoming CL	3	—	—	—
1/28	8:27A	956–227–2154	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
1/28	8:33A	956–227–2154	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
1/28	9:10A	956–533–8146	Peak	PlanAllow	McAllen TX	Incoming CL	1	—	—	—
1/28	10:37A	956–639–7035	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
1/28	10:45A	956–639–7035	Peak	PlanAllow	Pharr TX	Brownsvl TX	1	—	—	—
1/28	11:08A	956–884–9192	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
1/28	12:46P	956–639–7035	Peak	PlanAllow	Pharr TX	Incoming CL	4	—	—	—
1/28	1:38P	956–884–9192	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
1/28	2:35P	956–460–1441	Peak	PlanAllow	San Juan TX	Pharr TX	17	—	—	—
1/29	8:11A	956–904–8827	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—

Order #: 5823 Copy #: 13 Control #:20000800-00006632

Detail for Ricardo Cuellar: 956–369–0823

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
1/29	8:11A	956–904–8827	Peak	PlanAllow	San Juan TX	Incoming CL	1	---	---	---
1/29	8:12A	956–904–8827	Peak	PlanAllow	Pharr TX	Pharr TX	1	---	---	---
1/29	8:14A	956–904–8827	Peak	PlanAllow	Pharr TX	Pharr TX	1	---	---	---
1/29	8:15A	956–483–6227	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
1/29	8:17A	956–533–4601	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
1/29	9:09A	956–739–3385	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
1/29	9:21A	956–292–5813	Peak	M2MAllow	Pharr TX	Edinburg TX	3	---	---	---
1/29	9:35A	956–821–1949	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
1/29	9:37A	956–655–4821	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
1/29	10:12A	956–227–2154	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
1/29	10:44A	956–279–0274	Peak	PlanAllow	Donna TX	Edinburg TX	3	---	---	---
1/29	11:04A	956–460–1441	Peak	PlanAllow	Pharr TX	Pharr TX	1	---	---	---
1/29	11:05A	956–460–1441	Peak	PlanAllow	Pharr TX	Incoming CL	9	---	---	---
1/29	11:13A	956–475–1375	Peak	PlanAllow	Pharr TX	Pharr TX	1	---	---	---
1/29	11:17A	956–460–1441	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
1/29	11:30A	956–475–1375	Peak	PlanAllow	Pharr TX	Pharr TX	1	---	---	---
1/29	11:56A	956–460–1441	Peak	PlanAllow	Pharr TX	Pharr TX	7	---	---	---
1/29	12:12P	956–475–1375	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
1/29	2:33P	956–492–8346	Peak	PlanAllow	San Juan TX	Incoming CL	7	---	---	---
1/29	4:15P	956–342–9430	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
1/30	8:32A	956–342–6606	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
1/30	8:35A	956–821–2103	Peak	PlanAllow	Pharr TX	Incoming CL	4	---	---	---
1/30	8:42A	956–607–7640	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
1/30	9:03A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
1/30	9:19A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	4	---	---	---
1/30	9:26A	956–566–1974	Peak	PlanAllow	Pharr TX	McAllen TX	1	---	---	---
1/30	9:33A	956–279–0274	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
1/30	10:13A	956–429–1653	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
1/30	10:53A	956–322–2546	Peak	PlanAllow	Pharr TX	McAllen TX	3	---	---	---
1/30	11:27A	956–739–3385	Peak	PlanAllow	Pharr TX	McAllen TX	1	---	---	---
1/30	11:46A	956–784–4229	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
1/30	11:47A	956–739–3385	Peak	PlanAllow	Pharr TX	McAllen TX	3	---	---	---
1/30	3:05P	956–821–1949	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
1/30	3:06P	956–821–1949	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
1/30	4:49P	956–460–1441	Peak	PlanAllow	Pharr TX	Pharr TX	2	---	---	---
1/30	4:51P	956–460–1441	Peak	PlanAllow	Pharr TX	Incoming CL	5	---	---	---
1/30	4:57P	956–460–1441	Peak	PlanAllow	Pharr TX	Incoming CL	14	---	---	---
1/30	5:39P	956–787–7254	Peak	PlanAllow	San Juan TX	Incoming CL	2	---	---	---
1/30	6:58P	956–533–4601	Peak	PlanAllow	San Juan TX	Incoming CL	2	---	---	---
1/31	8:28A	956–227–2154	Peak	PlanAllow	Pharr TX	McAllen TX	1	---	---	---
1/31	8:29A	956–221–4466	Peak	M2MAllow	Pharr TX	McAllen TX	1	---	---	---
1/31	9:21A	956–566–1974	Peak	PlanAllow	Pharr TX	McAllen TX	1	---	---	---
1/31	9:23A	956–566–1974	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
1/31	11:24A	956–227–2154	Peak	PlanAllow	Donna TX	McAllen TX	2	---	---	---
1/31	11:53A	956–227–2154	Peak	PlanAllow	Pharr TX	McAllen TX	3	---	---	---

Order #: 5823 Copy #: 13 Control #:20000800-00006631

Detail for Ricardo Cuellar: 956–369–0823

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
1/31	12:18P	956–821–1949	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
1/31	1:54P	956–566–1974	Peak	PlanAllow	San Juan TX	Incoming CL	1	—	—	—
1/31	3:06P	956–566–1974	Peak	PlanAllow	San Juan TX	Incoming CL	1	—	—	—
1/31	3:08P	956–360–4000	Peak	PlanAllow	San Juan TX	Incoming CL	1	—	—	—
1/31	3:22P	956–460–1441	Peak	PlanAllow	San Juan TX	Pharr TX	5	—	—	—
1/31	3:47P	956–566–1974	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
1/31	4:06P	956–566–1974	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
1/31	4:31P	956–566–1974	Peak	PlanAllow	Pharr TX	Incoming CL	3	—	—	—
1/31	7:11P	956–739–3385	Peak	PlanAllow	Pharr TX	McAllen TX	3	—	—	—
2/01	10:11A	956–383–8114	Off–Peak	N&W	Pharr TX	Edinburg TX	1	—	—	—
2/01	10:43A	936–203–5819	Off–Peak	N&W	San Juan TX	Incoming CL	5	—	—	—
2/02	11:36A	936–203–5819	Off–Peak	N&W	San Juan TX	Incoming CL	21	—	—	—
2/02	12:03P	956–821–1949	Off–Peak	N&W	San Juan TX	Incoming CL	2	—	—	—
2/03	8:37A	956–605–4760	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
2/03	8:40A	956–491–1209	Peak	PlanAllow	Pharr TX	Incoming CL	3	—	—	—
2/03	10:32A	956–655–6981	Peak	PlanAllow	Pharr TX	Incoming CL	3	—	—	—
2/03	11:47A	956–655–4821	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
2/03	11:50A	956–475–1375	Peak	PlanAllow	Pharr TX	Incoming CL	11	—	—	—
2/03	12:03P	956–821–1949	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
2/03	12:04P	956–533–4601	Peak	PlanAllow	Pharr TX	McAllen TX	2	—	—	—
2/03	1:21P	956–279–0274	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
2/03	2:18P	956–683–7959	Peak	PlanAllow	San Juan TX	Incoming CL	2	—	—	—
2/03	2:59P	956–460–1441	Peak	PlanAllow	Pharr TX	Incoming CL	28	—	—	—
2/03	3:41P	956–313–9779	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
2/03	4:09P	956–821–1949	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
2/03	4:14P	956–821–1949	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
2/04	7:52A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
2/04	7:56A	956–784–4229	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
2/04	8:20A	956–605–3862	Peak	PlanAllow	Pharr TX	Edinburg TX	9	—	—	—
2/04	8:32A	956–227–2154	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
2/04	8:37A	956–821–2103	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
2/04	8:39A	956–782–2557	Peak	PlanAllow	Pharr TX	Pharr TX	2	—	—	—
2/04	8:41A	956–475–1375	Peak	PlanAllow	Pharr TX	Pharr TX	1	—	—	—
2/04	8:48A	956–227–2154	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
2/04	9:09A	956–227–2154	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
2/04	9:25A	956–585–1601	Peak	PlanAllow	San Juan TX	Incoming CL	2	—	—	—
2/04	9:31A	956–460–6364	Peak	M2MAllow	Pharr TX	Incoming CL	1	—	—	—
2/04	9:52A	956–279–0274	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
2/04	10:00A	956–533–4601	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
2/04	10:33A	956–784–4229	Peak	PlanAllow	San Juan TX	Incoming CL	1	—	—	—
2/04	10:52A	956–605–3862	Peak	PlanAllow	Donna TX	Edinburg TX	1	—	—	—
2/04	11:04A	956–781–6591	Peak	PlanAllow	Alamo TX	Incoming CL	1	—	—	—
2/04	11:12A	956–854–0820	Peak	PlanAllow	Alamo TX	Incoming CL	1	—	—	—
2/04	11:22A	956–225–3718	Peak	PlanAllow	Pharr TX	McAllen TX	3	—	—	—
2/04	11:27A	956–884–9192	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—

Order #: 5823 Copy #: 13 Control #:20000800-00006631

Detail for Ricardo Cuellar: 956–369–0823

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
2/04	1:28P	956–533–8962	Peak	PlanAllow	Pharr TX	Incoming CL	4	--	--	--
2/04	1:35P	956–784–4229	Peak	PlanAllow	Pharr TX	Incoming CL	3	--	--	--
2/04	1:42P	956–784–4229	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
2/04	1:47P	956–605–3862	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
2/04	2:17P	956–460–1441	Peak	PlanAllow	San Juan TX	Pharr TX	5	--	--	--
2/04	2:26P	956–787–1891	Peak	PlanAllow	San Juan TX	Incoming CL	2	--	--	--
2/04	2:43P	956–787–1891	Peak	PlanAllow	Pharr TX	Pharr TX	2	--	--	--
2/04	4:36P	956–821–1949	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
2/04	4:40P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	3	--	--	--
2/04	4:43P	956–492–8346	Peak	PlanAllow	Pharr TX	Harlingen TX	1	--	--	--
2/05	8:00A	956–227–1101	Peak	PlanAllow	Pharr TX	McAllen TX	2	--	--	--
2/05	8:35A	956–884–0295	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
2/05	8:44A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	4	--	--	--
2/05	9:24A	956–279–0274	Peak	PlanAllow	San Juan TX	Edinburg TX	1	--	--	--
2/05	9:30A	956–776–5450	Peak	PlanAllow	San Juan TX	Incoming CL	5	--	--	--
2/05	9:36A	956–533–4601	Peak	PlanAllow	Alamo TX	Incoming CL	1	--	--	--
2/05	9:43A	956–776–5450	Peak	PlanAllow	Alamo TX	McAllen TX	1	--	--	--
2/05	10:26A	956–739–3385	Peak	PlanAllow	Pharr TX	McAllen TX	4	--	--	--
2/05	10:30A	956–227–2154	Peak	PlanAllow	Pharr TX	Incoming CL	2	--	--	--
2/05	10:44A	956–776–5450	Peak	PlanAllow	Pharr TX	Incoming CL	9	--	--	--
2/05	10:53A	956–533–4601	Peak	PlanAllow	San Juan TX	McAllen TX	1	--	--	--
2/05	10:54A	956–639–7035	Peak	PlanAllow	San Juan TX	Incoming CL	1	--	--	--
2/05	10:55A	956–533–4601	Peak	PlanAllow	San Juan TX	Incoming CL	1	--	--	--
2/05	10:58A	956–533–8962	Peak	PlanAllow	San Juan TX	McAllen TX	1	--	--	--
2/05	11:03A	956–884–0295	Peak	PlanAllow	Pharr TX	Incoming CL	2	--	--	--
2/05	11:16A	956–279–0274	Peak	PlanAllow	Pharr TX	Incoming CL	4	--	--	--
2/05	11:24A	956–279–0274	Peak	PlanAllow	Pharr TX	Incoming CL	2	--	--	--
2/05	11:30A	956–475–1375	Peak	PlanAllow	Pharr TX	Incoming CL	4	--	--	--
2/05	11:53A	956–460–6364	Peak	M2MAllow	Pharr TX	Pharr TX	1	--	--	--
2/05	12:47P	956–460–6364	Peak	M2MAllow	San Juan TX	Incoming CL	2	--	--	--
2/05	1:11P	956–279–0274	Peak	PlanAllow	Pharr TX	Incoming CL	2	--	--	--
2/05	1:51P	956–566–1974	Peak	PlanAllow	Pharr TX	Incoming CL	2	--	--	--
2/05	2:05P	956–533–4601	Peak	PlanAllow	Pharr TX	McAllen TX	1	--	--	--
2/05	2:40P	956–821–2103	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
2/05	3:50P	956–495–7000	Peak	PlanAllow	San Juan TX	Incoming CL	1	--	--	--
2/05	4:21P	956–787–1891	Peak	PlanAllow	Pharr TX	Pharr TX	3	--	--	--
2/05	4:24P	956–283–8134	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
2/05	4:34P	956–207–9298	Peak	PlanAllow	Pharr TX	Incoming CL	2	--	--	--
2/05	6:29P	956–429–2882	Peak	PlanAllow	Pharr TX	McAllen TX	3	--	--	--
2/06	10:45A	956–605–3171	Peak	PlanAllow	Pharr TX	Incoming CL	6	--	--	--
2/06	11:37A	956–655–9797	Peak	PlanAllow	Pharr TX	McAllen TX	2	--	--	--
2/06	11:39A	956–821–1949	Peak	PlanAllow	Pharr TX	McAllen TX	1	--	--	--
2/06	11:40A	956–655–9797	Peak	PlanAllow	Pharr TX	McAllen TX	1	--	--	--
2/06	11:43A	956–475–1375	Peak	PlanAllow	Pharr TX	Incoming CL	5	--	--	--
2/06	12:04P	956–460–6364	Peak	M2MAllow	Pharr TX	Incoming CL	1	--	--	--

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Detail for Ricardo Cuellar: 956–369–0823

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
2/06	1:44P	956–533–8962	Peak	PlanAllow	San Juan TX	Incoming CL	1	—	—	—
2/06	2:07P	956–467–2710	Peak	PlanAllow	San Juan TX	McAllen TX	1	—	—	—
2/06	2:11P	956–467–2710	Peak	PlanAllow	San Juan TX	Incoming CL	2	—	—	—
2/06	2:18P	956–821–1949	Peak	PlanAllow	San Juan TX	McAllen TX	2	—	—	—
2/06	2:32P	956–475–1375	Peak	PlanAllow	San Juan TX	Pharr TX	1	—	—	—
2/06	2:54P	956–787–1891	Peak	PlanAllow	Alamo TX	Incoming CL	1	—	—	—
2/06	2:57P	956–460–1441	Peak	PlanAllow	Alamo TX	Pharr TX	1	—	—	—
2/06	3:09P	956–739–3385	Peak	PlanAllow	Pharr TX	McAllen TX	6	—	—	—
2/06	3:16P	956–793–5191	Peak	PlanAllow	Pharr TX	Harlingen TX	3	—	—	—
2/06	3:24P	956–475–1375	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
2/06	3:30P	956–460–1441	Peak	PlanAllow	Pharr TX	Pharr TX	15	—	—	—
2/06	4:04P	956–821–2103	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
2/07	9:16A	956–221–4466	Peak	M2MAllow	Pharr TX	McAllen TX	2	—	—	—
2/07	9:34A	956–221–4466	Peak	M2MAllow	Pharr TX	Incoming CL	1	—	—	—
2/07	9:39A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
2/07	10:13A	956–821–2103	Peak	PlanAllow	San Juan TX	Incoming CL	2	—	—	—
2/07	10:29A	956–475–1375	Peak	PlanAllow	San Juan TX	Incoming CL	2	—	—	—
2/07	11:38A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
2/07	1:17P	956–566–1974	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
2/07	3:13P	956–821–1949	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
2/07	4:23P	956–460–6364	Peak	M2MAllow	Pharr TX	Incoming CL	2	—	—	—
2/07	4:32P	956–739–3385	Peak	PlanAllow	Pharr TX	Incoming CL	6	—	—	—
2/08	9:35A	956–383–8114	Off–Peak	N&W	Pharr TX	Incoming CL	1	—	—	—
2/08	9:38A	956–460–1441	Off–Peak	N&W	San Juan TX	Pharr TX	11	—	—	—
2/08	9:54A	956–884–9192	Off–Peak	N&W	Alamo TX	Incoming CL	2	—	—	—
2/08	11:54A	956–821–1949	Off–Peak	N&W	San Juan TX	Incoming CL	6	—	—	—
2/08	1:29P	956–322–2546	Off–Peak	N&W	San Juan TX	McAllen TX	1	—	—	—
2/08	1:57P	956–322–2546	Off–Peak	N&W	San Juan TX	McAllen TX	3	—	—	—
2/08	2:00P	956–322–2546	Off–Peak	N&W	San Juan TX	McAllen TX	1	—	—	—
2/08	2:04P	956–821–1949	Off–Peak	N&W	San Juan TX	Incoming CL	1	—	—	—
2/08	2:44P	956–279–0274	Off–Peak	N&W	San Juan TX	Edinburg TX	2	—	—	—
2/08	2:48P	956–460–6608	Off–Peak	N&W	San Juan TX	Incoming CL	3	—	—	—
2/08	6:43P	956–821–1949	Off–Peak	N&W	Pharr TX	Incoming CL	2	—	—	—
2/08	6:50P	956–739–3385	Off–Peak	N&W	Pharr TX	Incoming CL	1	—	—	—
2/08	8:21P	956–739–3385	Off–Peak	N&W	Pharr TX	McAllen TX	3	—	—	—
2/09	8:53A	956–322–2546	Off–Peak	N&W	Pharr TX	McAllen TX	1	—	—	—
2/09	9:10A	956–739–3385	Off–Peak	N&W	Pharr TX	McAllen TX	1	—	—	—
2/09	12:02P	956–739–3385	Off–Peak	N&W	San Juan TX	Incoming CL	3	—	—	—
2/09	1:14P	956–821–1949	Off–Peak	N&W	San Juan TX	McAllen TX	2	—	—	—
2/09	2:04P	956–492–8346	Off–Peak	N&W	McAllen TX	Incoming CL	1	—	—	—
2/09	3:02P	936–203–5819	Off–Peak	N&W	San Juan TX	Conroe TX	1	—	—	—
2/10	8:17A	956–566–1974	Peak	PlanAllow	Pharr TX	McAllen TX	2	—	—	—
2/10	8:34A	956–376–0467	Peak	M2MAllow	Pharr TX	Weslaco TX	2	—	—	—
2/10	9:19A	956–221–4466	Peak	M2MAllow	Pharr TX	Incoming CL	1	—	—	—
2/10	9:21A	956–784–4229	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—

Order #: 5823 Copy #: 13 Control #:20000800-00006630

Detail for Ricardo Cuellar: 956–369–0823

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
2/10	9:25A	956–566–1974	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
2/10	11:19A	956–821–1949	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
2/10	1:36P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
2/10	1:37P	956–784–5961	Peak	PlanAllow,CallWait	Pharr TX	Incoming CL	2	---	---	---
2/10	1:38P	956–787–1891	Peak	PlanAllow,CallWait	Pharr TX	Incoming CL	1	---	---	---
2/10	2:07P	956–562–4175	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
2/10	2:13P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	3	---	---	---
2/10	2:15P	956–984–9362	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
2/10	2:20P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
2/10	2:22P	956–279–0274	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
2/10	2:23P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
2/10	2:30P	956–460–6364	Peak	M2MAllow	Pharr TX	Pharr TX	9	---	---	---
2/10	2:43P	956–787–1958	Peak	PlanAllow	San Juan TX	Pharr TX	1	---	---	---
2/10	3:38P	956–492–8346	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
2/10	4:11P	956–787–1891	Peak	PlanAllow	San Juan TX	Incoming CL	1	---	---	---
2/10	4:13P	956–492–8346	Peak	PlanAllow	Pharr TX	Harlingen TX	1	---	---	---
2/10	4:39P	956–460–1441	Peak	PlanAllow	Pharr TX	Incoming CL	12	---	---	---
2/10	6:56P	956–784–5961	Peak	PlanAllow	San Juan TX	Incoming CL	3	---	---	---
2/10	7:05P	956–739–3385	Peak	PlanAllow	San Juan TX	McAllen TX	4	---	---	---
2/10	7:24P	956–984–9362	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
2/11	9:51A	956–279–0274	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
2/11	10:20A	956–492–8346	Peak	PlanAllow	Pharr TX	Harlingen TX	1	---	---	---
2/11	10:43A	956–960–7338	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
2/11	10:50A	956–655–4821	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
2/11	11:53A	956–475–1375	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
2/11	12:40P	956–984–9362	Peak	PlanAllow	Pharr TX	Incoming CL	3	---	---	---
2/11	12:45P	956–984–9362	Peak	PlanAllow	Pharr TX	Incoming CL	3	---	---	---
2/11	1:12P	956–821–1949	Peak	PlanAllow	Pharr TX	McAllen TX	1	---	---	---
2/11	1:59P	956–342–3679	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
2/11	2:21P	956–884–9192	Peak	PlanAllow	Pharr TX	Incoming CL	4	---	---	---
2/11	3:56P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	3	---	---	---
2/11	4:04P	956–787–1891	Peak	PlanAllow	San Juan TX	Incoming CL	1	---	---	---
2/11	4:54P	956–605–4760	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
2/12	9:31A	956–227–2154	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
2/12	9:38A	956–467–6899	Peak	M2MAllow	Pharr TX	Incoming CL	5	---	---	---
2/12	9:54A	956–492–8346	Peak	PlanAllow	San Juan TX	Incoming CL	1	---	---	---
2/12	11:17A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
2/12	11:38A	956–821–1949	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
2/12	11:55A	956–533–4601	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
2/12	12:47P	956–655–9797	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
2/12	2:40P	956–655–9797	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
2/12	2:43P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	3	---	---	---
2/12	3:13P	956–533–4601	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
2/12	4:06P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
2/12	4:06P	956–460–1441	Peak	PlanAllow	Pharr TX	Pharr TX	23	---	---	---

Order #: 5823 Copy #: 13 Control #:20000800-00006629

Detail for Ricardo Cuellar: 956–369–0823

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
2/12	4:36P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
2/12	4:40P	956–460–6364	Peak	M2MAllow	San Juan TX	Incoming CL	2	—	—	—
2/13	10:49A	956–292–3029	Peak	PlanAllow	Edinburg TX	Edinburg TX	1	—	—	—
2/18	7:55A	956–655–4821	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
2/18	10:14A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
2/18	10:32A	956–655–9797	Peak	PlanAllow	San Juan TX	Incoming CL	1	—	—	—
2/18	10:57A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
2/18	11:13A	956–655–9797	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
2/18	11:40A	956–566–1974	Peak	PlanAllow	Pharr TX	Incoming CL	6	—	—	—
2/18	12:53P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
2/18	2:19P	956–460–1441	Peak	PlanAllow	Pharr TX	Pharr TX	2	—	—	—
2/18	2:27P	956–381–9294	Peak	PlanAllow	San Juan TX	Incoming CL	1	—	—	—
2/18	2:30P	956–566–1974	Peak	PlanAllow	San Juan TX	Incoming CL	1	—	—	—
2/18	3:16P	956–566–1974	Peak	PlanAllow	San Juan TX	Incoming CL	1	—	—	—
2/18	3:22P	956–221–4466	Peak	M2MAllow	Pharr TX	Incoming CL	6	—	—	—
2/18	3:30P	956–566–1974	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
2/18	3:33P	956–566–1974	Peak	PlanAllow	San Juan TX	Incoming CL	2	—	—	—
2/18	3:41P	956–655–6981	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
2/18	3:44P	956–787–1891	Peak	PlanAllow	Pharr TX	Pharr TX	1	—	—	—
2/18	3:54P	956–460–6364	Peak	M2MAllow	Pharr TX	Pharr TX	1	—	—	—
2/18	4:02P	956–279–5613	Peak	M2MAllow	Pharr TX	Incoming CL	4	—	—	—
2/18	4:25P	956–460–1441	Peak	PlanAllow	Pharr TX	Incoming CL	13	—	—	—
2/19	9:44A	956–475–1375	Peak	PlanAllow	Pharr TX	Incoming CL	6	—	—	—
2/19	10:07A	956–566–1974	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
2/19	10:18A	956–655–4821	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
2/19	10:21A	956–460–6364	Peak	M2MAllow	Pharr TX	Pharr TX	2	—	—	—
2/19	10:23A	956–460–6364	Peak	M2MAllow	Pharr TX	Incoming CL	1	—	—	—
2/19	10:47A	956–821–1949	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
2/19	10:48A	956–821–1949	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
2/19	10:50A	956–566–1974	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
2/19	11:29A	956–460–6364	Peak	M2MAllow	Pharr TX	Pharr TX	5	—	—	—
2/19	11:45A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	14	—	—	—
2/19	12:00P	956–821–1949	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
2/19	2:02P	956–279–0274	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
2/19	2:22P	956–460–1441	Peak	PlanAllow	Pharr TX	Pharr TX	17	—	—	—
2/19	3:00P	956–460–1441	Peak	PlanAllow	Pharr TX	Incoming CL	9	—	—	—
2/19	3:16P	956–460–1441	Peak	PlanAllow	Pharr TX	Incoming CL	18	—	—	—
2/19	4:49P	956–460–6364	Peak	M2MAllow	Pharr TX	Pharr TX	1	—	—	—
2/20	9:26A	956–821–1949	Peak	PlanAllow	San Juan TX	Incoming CL	1	—	—	—
2/20	9:27A	956–533–4601	Peak	PlanAllow,CallWait	San Juan TX	Incoming CL	7	—	—	—
2/20	9:44A	956–475–1375	Peak	PlanAllow	Pharr TX	Incoming CL	4	—	—	—
2/20	9:55A	956–683–7959	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
2/20	10:45A	956–821–2103	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
2/20	11:06A	956–655–6981	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
2/20	11:06A	956–533–4601	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—

Order #: 5823 Copy #: 13 Control #:20000800-00006629

Detail for Ricardo Cuellar: 956–369–0823

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
2/20	11:07A	956–787–1891	Peak	PlanAllow	Pharr TX	Pharr TX	2	—	—	—
2/20	11:08A	956–533–4601	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
2/20	11:19A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
2/20	11:35A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
2/20	1:38P	956–310–4623	Peak	PlanAllow	Pharr TX	McAllen TX	3	—	—	—
2/20	1:57P	956–279–0274	Peak	PlanAllow	Alamo TX	Incoming CL	3	—	—	—
2/20	3:17P	956–884–9192	Peak	PlanAllow	Pharr TX	Pharr TX	3	—	—	—
2/20	3:21P	956–784–0974	Peak	PlanAllow	Pharr TX	Incoming CL	3	—	—	—
2/20	4:01P	956–475–1375	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
2/20	4:34P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
2/21	10:14A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	4	—	—	—
2/21	10:59A	956–460–1441	Peak	PlanAllow	McAllen TX	Incoming CL	1	—	—	—
2/21	11:00A	956–227–2154	Peak	PlanAllow	McAllen TX	McAllen TX	1	—	—	—
2/21	11:01A	956–460–1441	Peak	PlanAllow	McAllen TX	Pharr TX	9	—	—	—
2/21	11:10A	956–821–1949	Peak	PlanAllow	McAllen TX	McAllen TX	1	—	—	—
2/21	11:13A	956–821–2103	Peak	PlanAllow	McAllen TX	Incoming CL	1	—	—	—
2/21	11:20A	956–279–4010	Peak	PlanAllow	McAllen TX	Incoming CL	1	—	—	—
2/21	12:05P	956–279–4010	Peak	PlanAllow	McAllen TX	Edinburg TX	1	—	—	—
2/21	12:06P	956–279–4010	Peak	PlanAllow,CallWait	McAllen TX	Incoming CL	1	—	—	—
2/21	12:07P	956–279–4010	Peak	PlanAllow	McAllen TX	Incoming CL	2	—	—	—
2/21	1:27P	956–533–4601	Peak	PlanAllow	Pharr TX	McAllen TX	5	—	—	—
2/21	3:48P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	7	—	—	—
2/21	3:57P	956–460–1441	Peak	PlanAllow	Pharr TX	Pharr TX	1	—	—	—
2/21	4:09P	956–460–1441	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
2/21	4:12P	956–460–1441	Peak	PlanAllow	Pharr TX	Incoming CL	7	—	—	—
2/21	4:51P	956–492–8346	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
2/21	6:22P	936–203–5819	Peak	PlanAllow	Pharr TX	Conroe TX	8	—	—	—
2/21	6:34P	956–492–8346	Peak	PlanAllow	Pharr TX	Harlingen TX	4	—	—	—
2/22	1:29P	956–960–9666	Off–Peak	N&W	San Juan TX	Incoming CL	2	—	—	—
2/22	1:56P	956–821–1949	Off–Peak	N&W	San Juan TX	Incoming CL	2	—	—	—
2/22	2:10P	956–279–0274	Off–Peak	N&W	San Juan TX	Incoming CL	2	—	—	—
2/22	2:11P	936–203–5819	Off–Peak	N&W,CallWait	San Juan TX	Incoming CL	19	—	—	—
2/22	4:48P	936–203–5819	Off–Peak	N&W	San Juan TX	Incoming CL	3	—	—	—
2/22	5:36P	000–000–0086	Off–Peak	N&W,CallVM	San Juan TX	Voice Mail CL	6	—	—	—
2/23	10:04A	956–383–8114	Off–Peak	N&W	San Juan TX	Incoming CL	1	—	—	—
2/23	10:19A	956–460–1441	Off–Peak	N&W	San Juan TX	Pharr TX	18	—	—	—
2/23	1:26P	956–821–1949	Off–Peak	N&W	San Juan TX	Incoming CL	2	—	—	—
2/23	6:39P	956–821–1949	Off–Peak	N&W	Pharr TX	McAllen TX	1	—	—	—

Order #: 5823 Copy #: 13 Control #:20000800-00006628

verizonwireless

Summary for Abel Sanchez: 956–310–1517

Your Plan

America's Choice SharePlan 600
$55.12 monthly charge
600 monthly allowance minutes
$.25 per minute after allowance

Friends & Family

Beginning on 02/17/14:
23% Access Discount

M2M National Unlimited
Unlimited monthly Mobile to Mobile

UNL Night & Weekend Min
Unlimited monthly OFFPEAK

200 Text PIX FLIX Messages
200 monthly message allowance
$.10 per message sent after allowance
$.02 per message Rcv'd after allowance

Have more questions about your charges?
Get details for usage charges at
vzw.com/mybusinessaccount.

Monthly Charges

America's Choice SharePlan 600	03/24 – 04/23	55.12
23% Access Discount	03/24 – 04/23	–12.68
		$42.44 ✓

Verizon Wireless' Surcharges

Fed Universal Service Charge	1.67
	$1.67

Total Current Charges for 956–310–1517 **$44.11**

PO # 704321
4-1200-431-00-122-005-0-532 ✓
Req # 250201

INVOICE RECEIVED BY: _____ ON 4/7/14 ✓
GOODS/SERVICES RECEIVED BY: Enilda Zamora ON 3/24-4/23/14

Order #: 5923 Copy #: 13 Control #:20000810-00006774

Summary for Ricardo Cuellar: 956–369–0823

INVOICE RECEIVED BY: Mar ON 4/7/14 ✓
GOODS/SERVICES RECEIVED BY: Zaila Zamora ON 3/24- 4/23/14

Your Plan

Nationwide Talk Share 1400
$80.00 monthly charge
1400 monthly allowance minutes
$.40 per minute after allowance

Friends & Family

Pay As You Use Megabyte Data
$1.99 per megabyte

Beginning on 12/06/13:
23% Access Discount

M2M National Unlimited
Unlimited monthly Mobile to Mobile

UNL Night & Weekend Min
Unlimited monthly OFFPEAK

Have more questions about your charges? Get details for usage charges at vzw.com/mybusinessaccount.

Monthly Charges

Nationwide Talk Share 1400	03/24 – 04/23	80.00
23% Access Discount	03/24 – 04/23	–18.40 ✓
		$61.60

Usage and Purchase Charges

Voice		Allowance	Used	Billable	Cost
SharePlan	*minutes*	1400 (shared)	960	--	--
Mobile to Mobile	*minutes*	unlimited	106	--	--
Night/Weekend	*minutes*	unlimited	274	--	--
Total Voice					$.00
Messaging					
Text – Sent	*messages*	--	5	5	.50
Text – Rcv'd	*messages*	--	30	30	.60
Total Messaging					$1.10
Total Usage and Purchase Charges					**$1.10**

Verizon Wireless' Surcharges

Fed Universal Service Charge	2.43
	$2.43

Total Current Charges for 956–369–0823 **$65.13**

PO # 704322
4-1200-431-00-122-005-0-532 ✓
Req # 250203

Detail for Ricardo Cuellar: 956–369–0823

Voice

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
2/24	8:40A	956–605–4760	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
2/24	9:18A	956–475–1375	Peak	PlanAllow	Pharr TX	Pharr TX	7	--	--	--
2/24	10:12A	956–429–1653	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
2/24	10:36A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	2	--	--	--
2/24	10:43A	956–533–4601	Peak	PlanAllow	San Juan TX	McAllen TX	3	--	--	--
2/24	10:46A	956–475–1375	Peak	PlanAllow	Pharr TX	Pharr TX	2	--	--	--
2/24	10:54A	956–570–0283	Peak	PlanAllow	Pharr TX	McAllen TX	1	--	--	--
2/24	11:07A	956–475–1375	Peak	PlanAllow	Pharr TX	Pharr TX	1	--	--	--
2/24	11:27A	512–924–4757	Peak	PlanAllow	Pharr TX	Austin TX	2	--	--	--
2/24	12:59P	956–655–6981	Peak	PlanAllow	San Juan TX	Incoming CL	2	--	--	--
2/24	1:56P	956–460–1441	Peak	PlanAllow	Pharr TX	Incoming CL	22	--	--	--
2/24	2:42P	956–475–1375	Peak	PlanAllow	Pharr TX	Pharr TX	2	--	--	--
2/24	2:58P	956–784–4229	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
2/24	3:40P	956–605–3171	Peak	PlanAllow	Pharr TX	Edinburg TX	2	--	--	--
2/24	3:56P	956–533–4601	Peak	PlanAllow	Pharr TX	Incoming CL	2	--	--	--

Order #: 5923 Copy #: 13 Control #:20000810-00006773

Detail for Ricardo Cuellar: 956–369–0823

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
2/24	4:24P	512–924–4757	Peak	PlanAllow	Pharr TX	Incoming CL	3	—	—	—
2/24	4:27P	512–924–4757	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
2/25	8:15A	956–566–1974	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
2/25	8:45A	956–227–2154	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
2/25	9:07A	956–227–2154	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
2/25	9:09A	956–227–2154	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
2/25	9:14A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
2/25	10:00A	956–784–1956	Peak	PlanAllow	San Juan TX	Incoming CL	2	—	—	—
2/25	10:37A	956–279–0274	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
2/25	10:59A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
2/25	11:02A	956–252–7087	Peak	PlanAllow	Pharr TX	Incoming CL	3	—	—	—
2/25	11:05A	956–227–2154	Peak	PlanAllow	Pharr TX	McAllen TX	3	—	—	—
2/25	11:17A	956–655–6981	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
2/25	11:22A	956–533–4601	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
2/25	11:39A	956–605–3171	Peak	PlanAllow	Pharr TX	Edinburg TX	1	—	—	—
2/25	11:44A	903–426–4000	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
2/25	11:53A	956–227–2154	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
2/25	11:54A	956–227–2154	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
2/25	1:03P	956–460–6364	Peak	M2MAllow	Pharr TX	Pharr TX	1	—	—	—
2/25	1:23P	956–821–1949	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
2/25	1:28P	956–460–6364	Peak	M2MAllow	Pharr TX	Incoming CL	2	—	—	—
2/25	1:51P	956–460–6364	Peak	M2MAllow	Pharr TX	Pharr TX	3	—	—	—
2/25	1:57P	956–492–8346	Peak	PlanAllow	Pharr TX	Incoming CL	3	—	—	—
2/25	2:17P	956–655–6981	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
2/25	2:28P	956–460–1441	Peak	PlanAllow	Pharr TX	Pharr TX	36	—	—	—
2/25	3:06P	956–460–6364	Peak	M2MAllow	Pharr TX	Pharr TX	6	—	—	—
2/25	3:14P	956–460–6364	Peak	M2MAllow	Pharr TX	Incoming CL	2	—	—	—
2/25	4:44P	956–843–6256	Peak	PlanAllow	Pharr TX	Incoming CL	3	—	—	—
2/26	7:57A	956–342–3679	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
2/26	8:19A	956–460–6364	Peak	M2MAllow	Pharr TX	Incoming CL	1	—	—	—
2/26	8:21A	956–884–9192	Peak	PlanAllow	Pharr TX	Pharr TX	2	—	—	—
2/26	8:25A	956–787–1891	Peak	PlanAllow	Pharr TX	Pharr TX	1	—	—	—
2/26	8:48A	956–884–9192	Peak	PlanAllow	Pharr TX	Incoming CL	3	—	—	—
2/26	8:59A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
2/26	9:05A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
2/26	9:25A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
2/26	9:30A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	4	—	—	—
2/26	10:37A	956–960–8336	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
2/26	10:39A	956–960–8336	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
2/26	10:40A	956–227–2154	Peak	PlanAllow	Pharr TX	McAllen TX	2	—	—	—
2/26	10:48A	956–821–1949	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
2/26	10:53A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
2/26	11:05A	000–000–0086	Peak	PlanAllow,CallVM	Pharr TX	Voice Mail CL	2	—	—	—
2/26	11:21A	956–460–6364	Peak	M2MAllow	Pharr TX	Incoming CL	3	—	—	—
2/26	12:08P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	4	—	—	—

Order #: 5923 Copy #: 13 Control #:20000810-00006773

Detail for Ricardo Cuellar: 956–369–0823

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
2/26	12:11P	956–821–1949	Peak	PlanAllow,CallWait	Pharr TX	Incoming CL	1	---	---	---
2/26	12:15P	956–227–2154	Peak	PlanAllow	Pharr TX	Incoming CL	3	---	---	---
2/26	1:17P	956–787–1891	Peak	PlanAllow	McAllen TX	Incoming CL	4	---	---	---
2/26	1:22P	956–655–9797	Peak	PlanAllow	McAllen TX	Incoming CL	1	---	---	---
2/26	2:00P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
2/26	2:53P	956–460–1441	Peak	PlanAllow	Pharr TX	Incoming CL	6	---	---	---
2/26	3:09P	956–460–6364	Peak	M2MAllow	San Juan TX	Pharr TX	4	---	---	---
2/27	7:52A	956–776–2903	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
2/27	8:04A	956–460–6364	Peak	M2MAllow	Pharr TX	Pharr TX	1	---	---	---
2/27	8:43A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
2/27	8:55A	956–624–0132	Peak	PlanAllow	Pharr TX	McAllen TX	16	---	---	---
2/27	9:11A	956–624–0132	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
2/27	9:21A	956–655–4821	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
2/27	9:56A	956–221–4466	Peak	M2MAllow	Pharr TX	Incoming CL	5	---	---	---
2/27	10:40A	956–566–1974	Peak	PlanAllow	San Juan TX	McAllen TX	8	---	---	---
2/27	11:01A	956–460–6364	Peak	M2MAllow	Pharr TX	Pharr TX	1	---	---	---
2/27	11:07A	956–460–6364	Peak	M2MAllow	Pharr TX	Incoming CL	1	---	---	---
2/27	11:35A	956–566–1974	Peak	PlanAllow	Pharr TX	Incoming CL	3	---	---	---
2/27	1:05P	956–655–4821	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
2/27	1:44P	956–655–4821	Peak	PlanAllow	Pharr TX	McAllen TX	2	---	---	---
2/27	3:22P	956–492–8346	Peak	PlanAllow	San Juan TX	Incoming CL	1	---	---	---
2/27	3:52P	956–655–3962	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
2/27	4:28P	956–475–1375	Peak	PlanAllow	San Juan TX	Pharr TX	2	---	---	---
2/27	4:33P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
2/28	8:57A	956–821–1949	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
2/28	9:01A	956–227–2154	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
2/28	9:03A	956–467–6899	Peak	M2MAllow	Pharr TX	Incoming CL	6	---	---	---
2/28	9:13A	956–227–2154	Peak	PlanAllow	Pharr TX	McAllen TX	1	---	---	---
2/28	9:14A	956–929–1799	Peak	M2MAllow,CallWait	Pharr TX	Incoming CL	3	---	---	---
2/28	10:01A	956–533–4601	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
2/28	10:17A	956–787–1891	Peak	PlanAllow	San Juan TX	Incoming CL	4	---	---	---
2/28	10:49A	956–655–4821	Peak	PlanAllow	Donna TX	Incoming CL	3	---	---	---
2/28	10:52A	956–460–6364	Peak	M2MAllow	Donna TX	Pharr TX	3	---	---	---
2/28	11:06A	956–821–2103	Peak	PlanAllow	Alamo TX	Incoming CL	2	---	---	---
2/28	11:34A	956–566–1974	Peak	PlanAllow	Pharr TX	Incoming CL	10	---	---	---
2/28	2:46P	956–457–2560	Peak	PlanAllow	Pharr TX	Incoming CL	4	---	---	---
2/28	3:26P	956–821–1949	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
2/28	3:26P	956–787–1891	Peak	PlanAllow,CallWait	Pharr TX	Incoming CL	2	---	---	---
2/28	3:27P	956–821–1949	Peak	PlanAllow,CallWait	Pharr TX	Incoming CL	2	---	---	---
2/28	3:50P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
3/01	9:38A	956–533–8962	Off–Peak	N&W	Pharr TX	McAllen TX	2	---	---	---
3/01	9:41A	956–533–8962	Off–Peak	N&W	Pharr TX	Incoming CL	1	---	---	---
3/01	9:57A	956–739–3385	Off–Peak	N&W	Pharr TX	McAllen TX	1	---	---	---
3/01	10:09A	936–203–5819	Off–Peak	N&W	San Juan TX	Incoming CL	21	---	---	---
3/01	11:50A	956–429–2882	Off–Peak	N&W	Pharr TX	Incoming CL	1	---	---	---

Order #: 5923 Copy #: 13 Control #:20000810-00006772

Detail for Ricardo Cuellar: 956–369–0823

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
3/01	12:03P	956–492–8346	Off–Peak	N&W	Pharr TX	Incoming CL	1	---	---	---
3/01	12:40P	956–821–1949	Off–Peak	N&W	San Juan TX	Incoming CL	3	---	---	---
3/01	1:12P	956–492–8346	Off–Peak	N&W	San Juan TX	Incoming CL	1	---	---	---
3/01	1:58P	956–279–0274	Off–Peak	N&W	San Juan TX	Incoming CL	2	---	---	---
3/01	3:46P	956–342–3857	Off–Peak	N&W	San Juan TX	McAllen TX	1	---	---	---
3/01	4:10P	936–203–5819	Off–Peak	N&W	San Juan TX	Conroe TX	1	---	---	---
3/01	4:11P	936–203–5819	Off–Peak	N&W	San Juan TX	Incoming CL	19	---	---	---
3/01	4:30P	956–821–1949	Off–Peak	N&W	San Juan TX	McAllen TX	2	---	---	---
3/01	7:23P	956–739–3385	Off–Peak	N&W	San Juan TX	McAllen TX	4	---	---	---
3/01	7:28P	956–821–1949	Off–Peak	N&W	San Juan TX	McAllen TX	2	---	---	---
3/02	10:43A	956–739–3385	Off–Peak	N&W	Pharr TX	McAllen TX	12	---	---	---
3/02	3:38P	956–821–1949	Off–Peak	N&W	San Juan TX	Incoming CL	1	---	---	---
3/02	4:15P	936–203–5819	Off–Peak	N&W	Pharr TX	Conroe TX	21	---	---	---
3/03	9:27A	956–227–2154	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
3/03	9:58A	956–566–1974	Peak	PlanAllow	San Juan TX	McAllen TX	1	---	---	---
3/03	9:58A	956–605–3171	Peak	PlanAllow	San Juan TX	Edinburg TX	1	---	---	---
3/03	10:05A	956–566–1974	Peak	PlanAllow	San Juan TX	Incoming CL	1	---	---	---
3/03	11:17A	956–975–5540	Peak	M2MAllow	Pharr TX	Incoming CL	1	---	---	---
3/03	11:30A	956–655–4821	Peak	PlanAllow	Alamo TX	Incoming CL	1	---	---	---
3/03	11:33A	956–460–6364	Peak	M2MAllow	Alamo TX	Pharr TX	1	---	---	---
3/03	11:34A	956–787–1891	Peak	PlanAllow	Alamo TX	Pharr TX	3	---	---	---
3/03	11:40A	956–655–4821	Peak	PlanAllow	Alamo TX	Incoming CL	2	---	---	---
3/03	11:44A	956–787–1891	Peak	PlanAllow	San Juan TX	Incoming CL	4	---	---	---
3/03	1:28P	956–884–0360	Peak	PlanAllow	Pharr TX	Incoming CL	3	---	---	---
3/03	1:34P	956–655–9797	Peak	PlanAllow	Pharr TX	McAllen TX	1	---	---	---
3/03	1:35P	956–655–6981	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
3/03	1:54P	956–460–6364	Peak	M2MAllow	Pharr TX	Incoming CL	2	---	---	---
3/03	2:09P	956–960–7338	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
3/03	2:10P	956–475–1375	Peak	PlanAllow,CallWait	Pharr TX	Incoming CL	1	---	---	---
3/03	2:11P	956–475–1375	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
3/03	2:26P	956–784–4229	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
3/03	2:41P	956–566–1974	Peak	PlanAllow	Pharr TX	Incoming CL	3	---	---	---
3/04	7:46A	956–821–1949	Peak	PlanAllow	Pharr TX	McAllen TX	1	---	---	---
3/04	7:46A	956–787–7254	Peak	PlanAllow	San Juan TX	Pharr TX	2	---	---	---
3/04	8:17A	956–566–1974	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
3/04	8:35A	956–776–5450	Peak	PlanAllow	Pharr TX	McAllen TX	2	---	---	---
3/04	10:03A	956–784–4925	Peak	M2MAllow	Pharr TX	Incoming CL	11	---	---	---
3/04	10:45A	956–884–0360	Peak	PlanAllow	Pharr TX	Incoming CL	6	---	---	---
3/04	10:52A	956–227–2154	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
3/04	11:18A	956–492–8346	Peak	PlanAllow	Pharr TX	Incoming CL	8	---	---	---
3/04	11:26A	956–227–2154	Peak	PlanAllow	Pharr TX	McAllen TX	3	---	---	---
3/04	11:44A	956–739–3385	Peak	PlanAllow	Pharr TX	McAllen TX	5	---	---	---
3/04	1:41P	956–227–2154	Peak	PlanAllow	San Juan TX	McAllen TX	2	---	---	---
3/04	1:55P	956–460–6364	Peak	M2MAllow	Pharr TX	Pharr TX	1	---	---	---
3/04	2:34P	956–460–6364	Peak	M2MAllow	Pharr TX	Incoming CL	2	---	---	---

Order #: 5923 Copy #: 13 Control #:20000810-00006772

Detail for Ricardo Cuellar: 956–369–0823

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
3/04	2:49P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
3/04	3:55P	956–884–0360	Peak	PlanAllow	San Juan TX	Incoming CL	3	---	---	---
3/04	4:49P	956–787–4757	Peak	PlanAllow	San Juan TX	Incoming CL	2	---	---	---
3/04	4:56P	956–787–4757	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
3/04	6:46P	956–533–4601	Peak	PlanAllow	Pharr TX	McAllen TX	1	---	---	---
3/04	6:47P	956–739–3385	Peak	PlanAllow	McAllen TX	McAllen TX	3	---	---	---
3/04	6:54P	956–533–4601	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
3/04	6:56P	956–342–6606	Peak	PlanAllow	San Juan TX	Incoming CL	3	---	---	---
3/04	8:24P	956–639–7035	Peak	PlanAllow	Pharr TX	Brownsvl TX	5	---	---	---
3/04	8:33P	956–739–3385	Peak	PlanAllow	Pharr TX	McAllen TX	1	---	---	---
3/04	8:33P	956–739–3385	Peak	PlanAllow	Pharr TX	McAllen TX	1	---	---	---
3/04	8:34P	956–739–3385	Peak	PlanAllow	Pharr TX	McAllen TX	1	---	---	---
3/05	7:49A	956–960–7338	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
3/05	9:12A	956–292–5651	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
3/05	9:59A	956–787–1891	Peak	PlanAllow	San Juan TX	Incoming CL	3	---	---	---
3/05	10:47A	956–821–1949	Peak	PlanAllow	San Juan TX	Incoming CL	1	---	---	---
3/05	10:51A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
3/05	11:05A	956–821–1949	Peak	PlanAllow	Pharr TX	McAllen TX	1	---	---	---
3/05	11:08A	956–639–7035	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
3/05	11:33A	956–884–0360	Peak	PlanAllow	Pharr TX	Pharr TX	2	---	---	---
3/05	12:01P	956–784–5961	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
3/05	12:08P	956–639–7035	Peak	PlanAllow	Pharr TX	Brownsvl TX	1	---	---	---
3/05	1:15P	956–605–3171	Peak	PlanAllow	Pharr TX	Edinburg TX	2	---	---	---
3/05	2:15P	956–776–5450	Peak	PlanAllow	San Juan TX	Incoming CL	7	---	---	---
3/05	2:28P	956–787–1891	Peak	PlanAllow	San Juan TX	Pharr TX	1	---	---	---
3/05	2:35P	956–787–1891	Peak	PlanAllow	San Juan TX	Incoming CL	1	---	---	---
3/05	2:36P	956–313–9779	Peak	PlanAllow	Pharr TX	Incoming CL	3	---	---	---
3/05	3:06P	956–784–4229	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
3/05	3:38P	956–566–1974	Peak	PlanAllow	Pharr TX	Incoming CL	7	---	---	---
3/05	3:55P	956–533–4601	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
3/05	4:07P	956–787–1891	Peak	PlanAllow	Pharr TX	Pharr TX	7	---	---	---
3/05	4:34P	956–460–6364	Peak	M2MAllow	Pharr TX	Pharr TX	1	---	---	---
3/05	4:47P	936–203–5819	Peak	PlanAllow	Pharr TX	Incoming CL	23	---	---	---
3/05	6:31P	956–821–1949	Peak	PlanAllow	Pharr TX	McAllen TX	1	---	---	---
3/06	8:19A	956–821–1949	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
3/06	8:31A	956–655–6981	Peak	PlanAllow	Pharr TX	Incoming CL	2	---	---	---
3/06	8:54A	956–227–2154	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
3/06	9:50A	956–221–4466	Peak	M2MAllow	San Juan TX	Incoming CL	1	---	---	---
3/06	10:07A	956–884–0360	Peak	PlanAllow	San Juan TX	Incoming CL	2	---	---	---
3/06	10:45A	956–884–0360	Peak	PlanAllow	Pharr TX	Incoming CL	3	---	---	---
3/06	11:03A	956–566–1974	Peak	PlanAllow	Pharr TX	McAllen TX	4	---	---	---
3/06	11:20A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	3	---	---	---
3/06	11:29A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
3/06	11:38A	956–793–5191	Peak	PlanAllow	Pharr TX	Incoming CL	1	---	---	---
3/06	11:45A	956–566–1974	Peak	PlanAllow	Pharr TX	McAllen TX	1	---	---	---

Order #: 5923 Copy #: 13 Control #:20000810-00006771

Detail for Ricardo Cuellar: 956–369–0823

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
3/06	11:46A	956–566–1974	Peak	PlanAllow	Pharr TX	Incoming CL	2	--	--	--
3/06	11:54A	956–429–1653	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
3/06	12:49P	956–884–0360	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
3/06	1:24P	956–884–0360	Peak	PlanAllow	Pharr TX	Pharr TX	1	--	--	--
3/06	4:31P	956–739–3385	Peak	PlanAllow	Pharr TX	Incoming CL	2	--	--	--
3/06	4:34P	956–605–3171	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
3/06	4:35P	956–739–3385	Peak	PlanAllow	Pharr TX	McAllen TX	1	--	--	--
3/06	4:58P	956–739–3385	Peak	PlanAllow	Pharr TX	McAllen TX	2	--	--	--
3/07	8:11A	956–821–1949	Peak	PlanAllow	Pharr TX	Incoming CL	2	--	--	--
3/07	8:15A	956–650–5207	Peak	PlanAllow	Pharr TX	Weslaco TX	1	--	--	--
3/07	9:26A	956–655–4821	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
3/07	10:03A	956–310–4623	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
3/07	10:48A	956–475–1375	Peak	PlanAllow	Pharr TX	Incoming CL	7	--	--	--
3/07	12:13P	956–821–1949	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
3/07	12:34P	936–203–5819	Peak	PlanAllow	Pharr TX	Conroe TX	3	--	--	--
3/07	1:12P	956–279–0274	Peak	PlanAllow	Pharr TX	Incoming CL	2	--	--	--
3/07	1:23P	956–475–1375	Peak	PlanAllow	Pharr TX	Incoming CL	3	--	--	--
3/07	2:04P	956–650–5207	Peak	PlanAllow	Pharr TX	Weslaco TX	1	--	--	--
3/07	2:56P	512–924–4757	Peak	PlanAllow	San Juan TX	Austin TX	6	--	--	--
3/07	3:06P	956–605–3171	Peak	PlanAllow	Pharr TX	Incoming CL	3	--	--	--
3/07	3:09P	512–924–4757	Peak	PlanAllow,CallWait	Pharr TX	Incoming CL	2	--	--	--
3/07	3:43P	956–821–1949	Peak	PlanAllow	Pharr TX	Incoming CL	2	--	--	--
3/07	3:47P	512–491–0279	Peak	PlanAllow	Pharr TX	Incoming CL	2	--	--	--
3/07	4:17P	956–655–9797	Peak	PlanAllow	Pharr TX	Incoming CL	7	--	--	--
3/07	4:23P	956–655–9797	Peak	PlanAllow	Pharr TX	McAllen TX	1	--	--	--
3/07	7:15P	956–655–9797	Peak	PlanAllow	Pharr TX	McAllen TX	2	--	--	--
3/08	9:55A	936–203–5819	Off–Peak	N&W	Pharr TX	Conroe TX	13	--	--	--
3/08	10:25A	936–203–5819	Off–Peak	N&W	Pharr TX	Conroe TX	5	--	--	--
3/08	11:26A	956–787–1958	Off–Peak	N&W	Pharr TX	Incoming CL	2	--	--	--
3/08	11:37A	936–203–5819	Off–Peak	N&W	Pharr TX	Incoming CL	1	--	--	--
3/08	11:39A	936–203–5819	Off–Peak	N&W	Pharr TX	Incoming CL	2	--	--	--
3/08	12:03P	956–588–5378	Off–Peak	N&W	Pharr TX	Incoming CL	1	--	--	--
3/08	1:03P	956–787–1958	Off–Peak	N&W	Pharr TX	Pharr TX	1	--	--	--
3/08	2:02P	956–460–6364	Off–Peak	N&W	San Juan TX	Pharr TX	2	--	--	--
3/08	2:15P	936–203–5819	Off–Peak	N&W	San Juan TX	Incoming CL	5	--	--	--
3/08	2:54P	936–203–5819	Off–Peak	N&W	San Juan TX	Incoming CL	1	--	--	--
3/08	3:03P	936–203–5819	Off–Peak	N&W	San Juan TX	Incoming CL	4	--	--	--
3/08	4:53P	956–492–8346	Off–Peak	N&W	San Juan TX	Harlingen TX	1	--	--	--
3/08	7:35P	956–821–1949	Off–Peak	N&W	San Juan TX	Incoming CL	2	--	--	--
3/08	7:36P	956–821–1949	Off–Peak	N&W	San Juan TX	Incoming CL	1	--	--	--
3/08	8:49P	936–203–5819	Off–Peak	N&W	San Juan TX	Incoming CL	6	--	--	--
3/08	8:57P	956–821–1949	Off–Peak	N&W	San Juan TX	McAllen TX	1	--	--	--
3/10	8:26A	956–533–4601	Peak	PlanAllow	Pharr TX	McAllen TX	1	--	--	--
3/10	8:33A	956–533–4601	Peak	PlanAllow	Pharr TX	Incoming CL	4	--	--	--
3/10	9:10A	956–655–6981	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--

Order #: 5923 Copy #: 13 Control #:20000810-00006771

Detail for Ricardo Cuellar: 956–369–0823

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
3/10	9:11A	956–650–5207	Peak	PlanAllow	Pharr TX	Weslaco TX	2	—	—	—
3/10	9:18A	956–655–6981	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
3/10	9:20A	956–475–1375	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
3/10	9:24A	956–884–9192	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
3/10	9:25A	956–313–9779	Peak	PlanAllow,CallWait	Pharr TX	Incoming CL	1	—	—	—
3/10	9:26A	956–227–2154	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
3/10	9:29A	956–221–4466	Peak	M2MAllow	San Juan TX	Incoming CL	5	—	—	—
3/10	9:36A	956–227–2154	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
3/10	10:33A	956–475–1375	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
3/10	11:31A	956–655–6981	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
3/10	1:34P	956–781–1216	Peak	PlanAllow	Pharr TX	Incoming CL	5	—	—	—
3/10	2:02P	956–492–8346	Peak	PlanAllow	Pharr TX	Incoming CL	4	—	—	—
3/10	4:17P	956–566–1974	Peak	PlanAllow	Pharr TX	McAllen TX	9	—	—	—
3/11	7:58A	956–475–1375	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
3/11	8:32A	956–221–4466	Peak	M2MAllow	Pharr TX	Incoming CL	2	—	—	—
3/11	10:12A	956–252–6727	Peak	PlanAllow	Alamo TX	Incoming CL	8	—	—	—
3/11	10:32A	956–884–9192	Peak	PlanAllow	Alamo TX	Incoming CL	3	—	—	—
3/11	10:44A	956–787–1891	Peak	PlanAllow	Alamo TX	Incoming CL	3	—	—	—
3/11	11:33A	956–279–0274	Peak	PlanAllow	Pharr TX	Edinburg TX	1	—	—	—
3/11	11:46A	956–279–0274	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
3/11	11:53A	956–787–1891	Peak	PlanAllow	Pharr TX	Pharr TX	3	—	—	—
3/11	12:58P	956–429–1653	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
3/11	1:39P	956–438–7388	Peak	PlanAllow	Pharr TX	Incoming CL	18	—	—	—
3/11	2:07P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
3/11	2:28P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	8	—	—	—
3/11	3:20P	956–784–4229	Peak	PlanAllow	San Juan TX	Incoming CL	1	—	—	—
3/11	3:44P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
3/11	3:48P	956–655–6981	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
3/11	4:25P	956–533–8962	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
3/11	5:08P	956–492–8346	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
3/11	5:35P	956–533–8962	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
3/11	5:36P	956–533–8962	Peak	PlanAllow	Pharr TX	McAllen TX	8	—	—	—
3/11	6:18P	956–322–2546	Peak	PlanAllow	San Juan TX	McAllen TX	1	—	—	—
3/11	6:32P	956–739–3385	Peak	PlanAllow	San Juan TX	McAllen TX	4	—	—	—
3/11	6:41P	956–460–6364	Peak	M2MAllow	San Juan TX	Incoming CL	2	—	—	—
3/11	6:43P	956–460–6364	Peak	M2MAllow,CallWait	San Juan TX	Incoming CL	6	—	—	—
3/11	7:47P	956–739–3385	Peak	PlanAllow	San Juan TX	Incoming CL	2	—	—	—
3/11	7:59P	956–739–3385	Peak	PlanAllow	San Juan TX	Incoming CL	1	—	—	—
3/12	8:16A	956–566–1974	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
3/12	8:27A	956–313–9779	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
3/12	8:43A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	3	—	—	—
3/12	8:51A	956–566–1974	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
3/12	9:37A	956–475–1375	Peak	PlanAllow	Pharr TX	Incoming CL	5	—	—	—
3/12	9:55A	956–821–1949	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
3/12	10:24A	956–313–9779	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—

Order #: 5923 Copy #: 13 Control #:20000810-00006770

Detail for Ricardo Cuellar: 956–369–0823

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
3/12	10:25A	956–533–4601	Peak	PlanAllow	Pharr TX	McAllen TX	2	—	—	—
3/12	10:28A	956–221–4466	Peak	M2MAllow	Pharr TX	Incoming CL	2	—	—	—
3/12	10:51A	956–227–2154	Peak	PlanAllow	San Juan TX	Incoming CL	1	—	—	—
3/12	11:24A	956–605–3171	Peak	PlanAllow	Pharr TX	Edinburg TX	2	—	—	—
3/12	11:26A	956–739–3385	Peak	PlanAllow	Pharr TX	McAllen TX	2	—	—	—
3/12	11:28A	956–605–3171	Peak	PlanAllow	Pharr TX	Edinburg TX	1	—	—	—
3/12	11:41A	956–821–1949	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
3/12	11:47A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
3/12	11:51A	956–566–1974	Peak	PlanAllow	Pharr TX	Incoming CL	9	—	—	—
3/12	1:33P	956–787–1891	Peak	PlanAllow	Pharr TX	Pharr TX	1	—	—	—
3/12	2:06P	956–460–6364	Peak	M2MAllow	Pharr TX	Pharr TX	2	—	—	—
3/12	2:33P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	6	—	—	—
3/12	3:29P	956–492–8346	Peak	PlanAllow	Pharr TX	Harlingen TX	3	—	—	—
3/12	4:01P	956–533–4601	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
3/12	4:15P	956–605–3862	Peak	PlanAllow	Pharr TX	Incoming CL	4	—	—	—
3/12	4:27P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	3	—	—	—
3/12	4:29P	956–776–5450	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
3/12	4:51P	956–776–5450	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
3/12	6:28P	512–924–4757	Peak	PlanAllow	Pharr TX	Austin TX	2	—	—	—
3/12	6:29P	936–203–5819	Peak	PlanAllow	Pharr TX	Conroe TX	7	—	—	—
3/12	7:24P	832–613–7144	Peak	PlanAllow	Alamo TX	Incoming CL	1	—	—	—
3/12	8:56P	936–203–5819	Peak	N&W,PlanAllow,Span	Alamo TX	Conroe TX	7	—	—	—
3/12	10:00P	956–460–6364	Off–Peak	N&W	San Juan TX	Pharr TX	1	—	—	—
3/12	10:03P	956–460–6364	Off–Peak	N&W	San Juan TX	Incoming CL	1	—	—	—
3/12	10:05P	956–460–6364	Off–Peak	N&W	Pharr TX	Pharr TX	1	—	—	—
3/13	8:40A	956–292–5813	Peak	M2MAllow	Pharr TX	Incoming CL	3	—	—	—
3/13	8:51A	956–292–5813	Peak	M2MAllow	Pharr TX	Edinburg TX	3	—	—	—
3/13	9:18A	956–562–4175	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
3/13	9:32A	936–203–5819	Peak	PlanAllow	Alamo TX	Incoming CL	3	—	—	—
3/13	9:54A	956–227–2154	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
3/13	10:02A	956–655–9797	Peak	PlanAllow	Pharr TX	Incoming CL	8	—	—	—
3/13	10:42A	956–821–1949	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
3/13	10:42A	956–821–2103	Peak	PlanAllow,CallWait	Pharr TX	Incoming CL	1	—	—	—
3/13	10:44A	956–821–2103	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
3/13	11:02A	956–292–5813	Peak	M2MAllow	Pharr TX	Incoming CL	3	—	—	—
3/13	11:23A	956–638–0008	Peak	PlanAllow	Pharr TX	Incoming CL	3	—	—	—
3/13	2:18P	956–821–1949	Peak	PlanAllow	McAllen TX	McAllen TX	2	—	—	—
3/13	3:45P	936–203–5819	Peak	PlanAllow	Houston TX	Conroe TX	1	—	—	—
3/13	3:45P	936–203–5819	Peak	PlanAllow	Houston TX	Conroe TX	1	—	—	—
3/13	4:03P	936–203–5819	Peak	PlanAllow	Houston TX	Incoming CL	1	—	—	—
3/13	4:03P	936–203–5819	Peak	PlanAllow	Houston TX	Incoming CL	1	—	—	—
3/13	5:01P	956–821–1949	Peak	PlanAllow	The Woodla TX	Incoming CL	3	—	—	—
3/14	6:07P	956–787–7254	Peak	PlanAllow	Montgomery TX	Incoming CL	3	—	—	—
3/15	8:51A	512–924–4757	Off–Peak	N&W	Houston TX	Austin TX	3	—	—	—
3/15	1:17P	956–787–7254	Off–Peak	N&W	Houston TX	Incoming CL	13	—	—	—

Order #: 5923 Copy #: 13 Control #:20000810-00006770

Detail for Ricardo Cuellar: 956–369–0823

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
3/16	9:05A	512–924–4757	Off–Peak	N&W	The Woodla TX	Austin TX	1	—	—	—
3/16	10:57A	512–924–4757	Off–Peak	N&W	Flatonia TX	Austin TX	1	—	—	—
3/16	10:58A	512–924–4757	Off–Peak	N&W	Flatonia TX	Austin TX	4	—	—	—
3/16	1:36P	956–821–1949	Off–Peak	N&W	Flatonia TX	McAllen TX	5	—	—	—
3/16	2:21P	936–203–5819	Off–Peak	N&W	Ezzell TX	Incoming CL	3	—	—	—
3/16	3:03P	936–203–5819	Off–Peak	N&W	Victoria TX	Incoming CL	4	—	—	—
3/16	5:59P	936–203–5819	Off–Peak	N&W	Encino TX	Conroe TX	7	—	—	—
3/16	6:11P	956–821–1949	Off–Peak	N&W	Linn TX	Incoming CL	5	—	—	—
3/16	6:38P	936–203–5819	Off–Peak	N&W	Pharr TX	Conroe TX	1	—	—	—
3/16	6:38P	512–924–4757	Off–Peak	N&W,CallWait	Pharr TX	Incoming CL	1	—	—	—
3/16	6:40P	512–924–4757	Off–Peak	N&W	Pharr TX	Incoming CL	4	—	—	—
3/17	7:50A	956–884–0295	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
3/17	9:07A	956–223–9074	Peak	PlanAllow	San Juan TX	Incoming CL	1	—	—	—
3/17	10:02A	956–624–1616	Peak	M2MAllow	Pharr TX	Incoming CL	3	—	—	—
3/17	10:07A	956–655–6981	Peak	PlanAllow	Alamo TX	McAllen TX	1	—	—	—
3/17	10:09A	956–655–6981	Peak	PlanAllow	Alamo TX	Incoming CL	1	—	—	—
3/17	10:11A	956–821–1949	Peak	PlanAllow	Alamo TX	Incoming CL	1	—	—	—
3/17	10:18A	956–566–1974	Peak	PlanAllow	Pharr TX	Incoming CL	3	—	—	—
3/17	10:21A	956–533–4601	Peak	PlanAllow	Alamo TX	Incoming CL	2	—	—	—
3/17	10:32A	956–227–2154	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
3/17	10:49A	956–533–4601	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
3/17	10:55A	956–475–1375	Peak	PlanAllow	Pharr TX	Incoming CL	5	—	—	—
3/17	11:00A	956–475–1375	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
3/17	11:17A	956–331–5974	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
3/17	11:32A	956–821–1949	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
3/17	1:23P	956–492–8346	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
3/17	1:30P	956–460–6364	Peak	M2MAllow	Pharr TX	Incoming CL	1	—	—	—
3/17	1:41P	956–569–4186	Peak	PlanAllow	Pharr TX	Incoming CL	3	—	—	—
3/17	1:54P	956–638–4593	Peak	M2MAllow	Pharr TX	Incoming CL	2	—	—	—
3/17	2:01P	956–685–7933	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
3/17	2:47P	956–655–6981	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
3/17	4:29P	956–821–1949	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
3/17	4:30P	956–460–1441	Peak	PlanAllow	Pharr TX	Pharr TX	20	—	—	—
3/17	4:50P	956–618–2038	Peak	PlanAllow,CallWait	Pharr TX	Incoming CL	3	—	—	—
3/17	4:57P	956–650–5207	Peak	PlanAllow	Pharr TX	Weslaco TX	2	—	—	—
3/17	8:28P	936–203–5819	Peak	PlanAllow	Pharr TX	Conroe TX	1	—	—	—
3/18	8:03A	956–227–1101	Peak	PlanAllow	Pharr TX	McAllen TX	3	—	—	—
3/18	8:54A	956–309–9467	Peak	PlanAllow	Pharr TX	McAllen TX	2	—	—	—
3/18	9:14A	956–227–2154	Peak	PlanAllow	Pharr TX	Incoming CL	3	—	—	—
3/18	9:18A	956–475–1375	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
3/18	9:22A	956–650–5207	Peak	PlanAllow	Pharr TX	Weslaco TX	1	—	—	—
3/18	9:43A	956–227–2154	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
3/18	10:28A	956–467–9775	Peak	M2MAllow	San Juan TX	Incoming CL	2	—	—	—
3/18	11:01A	956–655–9797	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
3/18	11:02A	956–475–1375	Peak	PlanAllow	Pharr TX	Pharr TX	4	—	—	—

Order #: 5923 Copy #: 13 Control #:20000810-00006769

Detail for Ricardo Cuellar: 956-369-0823

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
3/18	11:37A	956-467-9775	Peak	M2MAllow	Pharr TX	Incoming CL	3	--	--	--
3/18	11:39A	956-460-1441	Peak	PlanAllow,CallWait	Pharr TX	Incoming CL	16	--	--	--
3/18	11:55A	956-467-9775	Peak	M2MAllow,CallWait	Pharr TX	Incoming CL	2	--	--	--
3/18	12:06P	956-821-1949	Peak	PlanAllow	Pharr TX	McAllen TX	1	--	--	--
3/18	1:26P	956-960-7338	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
3/18	2:48P	956-467-9775	Peak	M2MAllow	Pharr TX	McAllen TX	1	--	--	--
3/18	2:49P	956-467-9775	Peak	M2MAllow	Pharr TX	Incoming CL	1	--	--	--
3/18	3:32P	956-787-1891	Peak	PlanAllow	Pharr TX	Incoming CL	2	--	--	--
3/18	3:38P	956-784-4229	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
3/18	3:42P	956-331-5974	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
3/18	3:59P	956-784-4229	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
3/18	4:04P	956-460-1441	Peak	PlanAllow	Pharr TX	Incoming CL	9	--	--	--
3/18	4:40P	956-429-1653	Peak	PlanAllow	Pharr TX	Incoming CL	2	--	--	--
3/18	7:34P	956-739-3385	Peak	PlanAllow	San Juan TX	McAllen TX	2	--	--	--
3/18	8:00P	956-739-3385	Peak	PlanAllow	San Juan TX	Incoming CL	2	--	--	--
3/19	8:01A	956-821-1949	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
3/19	8:49A	956-787-1891	Peak	PlanAllow	McAllen TX	Incoming CL	2	--	--	--
3/19	8:54A	956-566-1974	Peak	PlanAllow	McAllen TX	Incoming CL	1	--	--	--
3/19	9:35A	956-787-1891	Peak	PlanAllow	McAllen TX	Incoming CL	2	--	--	--
3/19	10:02A	956-475-1375	Peak	PlanAllow	McAllen TX	Incoming CL	2	--	--	--
3/19	10:10A	956-655-6981	Peak	PlanAllow	McAllen TX	Incoming CL	1	--	--	--
3/19	10:11A	956-566-1974	Peak	PlanAllow	McAllen TX	McAllen TX	1	--	--	--
3/19	10:35A	956-784-1956	Peak	PlanAllow	McAllen TX	Incoming CL	1	--	--	--
3/19	1:25P	956-429-1653	Peak	PlanAllow	McAllen TX	Incoming CL	2	--	--	--
3/19	1:38P	956-475-1375	Peak	PlanAllow	Pharr TX	Incoming CL	4	--	--	--
3/19	2:34P	956-566-1974	Peak	PlanAllow	Pharr TX	McAllen TX	1	--	--	--
3/19	2:57P	956-533-4601	Peak	PlanAllow	Pharr TX	McAllen TX	2	--	--	--
3/19	3:03P	956-638-0008	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
3/19	3:05P	956-227-2154	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
3/19	3:15P	956-279-9612	Peak	PlanAllow	Pharr TX	Incoming CL	3	--	--	--
3/19	3:59P	956-605-3862	Peak	PlanAllow	Pharr TX	Edinburg TX	4	--	--	--
3/19	4:32P	956-460-1441	Peak	PlanAllow	Pharr TX	Incoming CL	2	--	--	--
3/19	5:16P	956-784-4229	Peak	PlanAllow	Pharr TX	Incoming CL	2	--	--	--
3/19	7:19P	956-739-3385	Peak	PlanAllow	Pharr TX	Incoming CL	5	--	--	--
3/20	8:55A	956-624-9253	Peak	PlanAllow	Pharr TX	Incoming CL	9	--	--	--
3/20	9:27A	956-227-2154	Peak	PlanAllow	Pharr TX	McAllen TX	1	--	--	--
3/20	9:33A	956-566-1974	Peak	PlanAllow	Pharr TX	Incoming CL	5	--	--	--
3/20	10:17A	956-566-1974	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
3/20	11:31A	956-566-1974	Peak	PlanAllow	Pharr TX	Incoming CL	4	--	--	--
3/20	11:46A	956-783-1316	Peak	PlanAllow	Pharr TX	Incoming CL	2	--	--	--
3/20	12:03P	956-821-1949	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
3/20	12:33P	956-533-4601	Peak	PlanAllow	Pharr TX	McAllen TX	1	--	--	--
3/20	1:45P	956-342-2560	Peak	M2MAllow	Pharr TX	McAllen TX	1	--	--	--
3/20	2:08P	956-460-1441	Peak	PlanAllow	San Juan TX	Incoming CL	38	--	--	--
3/20	6:47P	956-739-3385	Peak	PlanAllow	San Juan TX	McAllen TX	8	--	--	--

Order #: 5923 Copy #: 13 Control #:20000810-00006769

Detail for Ricardo Cuellar: 956–369–0823

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
3/20	7:54P	956–821–1949	Peak	PlanAllow	San Juan TX	Incoming CL	2	—	—	—
3/20	10:03P	956–342–6917	Off–Peak	N&W	San Juan TX	Incoming CL	12	—	—	—
3/21	8:21A	956–270–4405	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
3/21	9:19A	956–460–3709	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
3/21	10:33A	956–460–1441	Peak	PlanAllow	Alamo TX	Incoming CL	1	—	—	—
3/21	11:48A	956–354–2365	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
3/21	11:50A	956–973–7800	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
3/21	11:51A	956–460–1441	Peak	PlanAllow	Pharr TX	Pharr TX	5	—	—	—
3/21	1:18P	956–784–9161	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
3/21	1:20P	956–492–8346	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
3/21	2:05P	956–460–1441	Peak	PlanAllow	San Juan TX	Incoming CL	3	—	—	—
3/21	2:07P	956–270–4405	Peak	PlanAllow	San Juan TX	Incoming CL	2	—	—	—
3/21	2:10P	956–270–4405	Peak	PlanAllow	San Juan TX	Incoming CL	1	—	—	—
3/21	2:50P	956–702–5335	Peak	PlanAllow	San Juan TX	Pharr TX	3	—	—	—
3/21	3:05P	956–492–8346	Peak	PlanAllow	Pharr TX	Harlingen TX	2	—	—	—
3/21	3:16P	956–279–0274	Peak	PlanAllow	Pharr TX	Incoming CL	4	—	—	—
3/21	3:59P	956–227–2154	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
3/21	5:09P	956–533–4601	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
3/21	5:30P	956–279–6485	Peak	PlanAllow	Pharr TX	Edinburg TX	2	—	—	—
3/21	7:03P	956–784–5961	Peak	PlanAllow	Pharr TX	Pharr TX	1	—	—	—
3/21	7:48P	936–203–5819	Peak	PlanAllow	San Juan TX	Conroe TX	16	—	—	—
3/21	8:56P	956–821–1949	Peak	PlanAllow	San Juan TX	Incoming CL	1	—	—	—
3/22	9:33A	956–533–4601	Off–Peak	N&W	Pharr TX	Incoming CL	1	—	—	—
3/22	10:35A	956–460–3709	Off–Peak	N&W	Pharr TX	Incoming CL	2	—	—	—
3/22	11:14A	956–533–4601	Off–Peak	N&W	Pharr TX	Incoming CL	1	—	—	—
3/22	11:48A	936–203–5819	Off–Peak	N&W	San Juan TX	Incoming CL	19	—	—	—
3/22	12:07P	956–821–1949	Off–Peak	N&W	San Juan TX	McAllen TX	2	—	—	—
3/22	12:09P	956–821–1949	Off–Peak	N&W	San Juan TX	Incoming CL	2	—	—	—
3/22	1:48P	956–821–1949	Off–Peak	N&W	San Juan TX	Incoming CL	2	—	—	—
3/22	2:43P	956–252–6727	Off–Peak	N&W	San Juan TX	Incoming CL	6	—	—	—
3/22	3:28P	956–342–3857	Off–Peak	N&W	San Juan TX	McAllen TX	5	—	—	—
3/22	6:22P	956–821–1949	Off–Peak	N&W	Pharr TX	Incoming CL	2	—	—	—
3/22	6:44P	956–739–3385	Off–Peak	N&W	San Juan TX	McAllen TX	1	—	—	—
3/22	6:46P	956–739–3385	Off–Peak	N&W	San Juan TX	Incoming CL	7	—	—	—
3/22	8:23P	956–739–3385	Off–Peak	N&W	San Juan TX	McAllen TX	1	—	—	—
3/22	8:24P	956–739–3385	Off–Peak	N&W	San Juan TX	Incoming CL	2	—	—	—
3/22	8:36P	956–739–3385	Off–Peak	N&W	San Juan TX	Incoming CL	1	—	—	—
3/22	8:51P	956–739–3385	Off–Peak	N&W	Pharr TX	Incoming CL	1	—	—	—
3/22	9:03P	956–739–3385	Off–Peak	N&W	San Juan TX	McAllen TX	1	—	—	—
3/22	9:03P	956–739–3385	Off–Peak	N&W	Pharr TX	McAllen TX	1	—	—	—
3/22	9:04P	956–739–3385	Off–Peak	N&W	Edinburg TX	McAllen TX	1	—	—	—
3/22	9:05P	956–739–3385	Off–Peak	N&W	Pharr TX	Incoming CL	2	—	—	—
3/22	9:17P	956–739–3385	Off–Peak	N&W	Pharr TX	McAllen TX	1	—	—	—

Order #: 5923 Copy #: 13 Control #:20000810-00006768

Need–to–Know Information

Limiting Notations On Payments

Written notations included with or on your payment cannot be reviewed when bills are processed and will not be honored. Please send such notated payment and any accompanying correspondence to the Correspondence Address on Page 2 of your bill.

Electronic Fund Transfer (EFT)

Your check authorizes us either to make a one–time electronic funds transfer (EFT) from your account or process as a check. An EFT may be withdrawn from your account the same day you make your payment and your check is not returned to you. If you want to be excluded from EFT, please call 1–866–544–0401. If payment is returned unpaid, you authorized us to collect an additional $25 fee through EFT from your account.

Experiencing A Problem With Your Verizon Wireless Device?

Just contact us toll–free at 1–866–406–5154 from a landline phone. If we can't resolve the problem and the problem is caused by a manufacturing defect within the first year you own the device, we'll send you a Certified Like–New Replacement (either a like unit or one of comparable quality) right to your door.

Order #: 5923 Copy #: 13 Control #:20000810-00006767

INVOICE RECEIVED BY: NCH ON 4/10/14

GOODS/SERVICES RECEIVED BY: Erika Zamora ON 3/24 - 4/23/14

Summary for CO Wide Shop Office Use: 956–310–8379

Your Plan

Nationwide Talk Share 1400
$80.00 monthly charge
1400 monthly allowance minutes
$.40 per minute after allowance

Friends & Family

PAYU MB With EVDO
$1.99 per megabyte

Beginning on 11/24/13:
23% Access Discount

M2M National Unlimited
Unlimited monthly Mobile to Mobile

UNL Night & Weekend Min
Unlimited monthly OFFPEAK

Have more questions about your charges? Get details for usage charges at vzw.com/mybusinessaccount.

Monthly Charges

Nationwide Talk Share 1400	03/24 – 04/23	80.00
23% Access Discount	03/24 – 04/23	–18.40
		$61.60

Usage and Purchase Charges

Voice		Allowance	Used	Billable	Cost
SharePlan	*minutes*	1400 (shared)	237	--	--
Mobile to Mobile	*minutes*	unlimited	13	--	--
Night/Weekend	*minutes*	unlimited	1	--	--
Total Voice					$.00

Total Usage and Purchase Charges **$.00**

Verizon Wireless' Surcharges

Fed Universal Service Charge	2.43
	$2.43

Total Current Charges for 956–310–8379 **$64.03**

(97)
PO # 705443
4-1200-431-00-122-004-0-532
Req # 252410

Detail for CO Wide Shop Office Use: 956–310–8379

Voice

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
2/24	8:36A	956–781–5996	Peak	PlanAllow	Pharr TX	Pharr TX	2	--	--	--
2/24	2:47P	956–578–1589	Peak	M2MAllow	Pharr TX	McAllen TX	1	--	--	--
2/24	2:48P	956–578–1589	Peak	M2MAllow	Pharr TX	McAllen TX	1	--	--	--
2/24	2:51P	956–739–6591	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
2/24	4:53P	956–702–0066	Peak	PlanAllow	Pharr TX	Pharr TX	3	--	--	--
2/25	8:17A	956–702–0066	Peak	PlanAllow	Pharr TX	Pharr TX	2	--	--	--
2/25	8:21A	956–560–7285	Peak	PlanAllow	Pharr TX	McAllen TX	2	--	--	--
2/25	8:23A	956–380–2535	Peak	PlanAllow	Pharr TX	Edinburg TX	2	--	--	--
2/25	8:26A	956–560–7285	Peak	PlanAllow	Pharr TX	McAllen TX	2	--	--	--
2/25	8:30A	956–380–2535	Peak	PlanAllow	Pharr TX	Edinburg TX	2	--	--	--
2/25	2:24P	956–702–0066	Peak	PlanAllow	San Juan TX	Pharr TX	3	--	--	--
2/25	3:17P	956–782–4511	Peak	PlanAllow	Pharr TX	Incoming CL	2	--	--	--
2/25	4:02P	956–565–3724	Peak	PlanAllow	San Juan TX	Incoming CL	3	--	--	--
2/25	4:13P	956–460–7142	Peak	PlanAllow	Pharr TX	Incoming CL	2	--	--	--
2/25	4:29P	956–565–3724	Peak	PlanAllow	San Juan TX	Incoming CL	3	--	--	--
2/26	8:44A	956–781–2401	Peak	PlanAllow	Pharr TX	Incoming CL	2	--	--	--

Order #: 5923 Copy #: 13 Control #:20000787-00006573

Detail for CO Wide Shop Office Use: 956–310–8379

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
2/26	8:46A	956–782–4511	Peak	PlanAllow	Pharr TX	Pharr TX	2	—	—	—
2/26	9:03A	956–800–8168	Peak	PlanAllow	San Juan TX	McAllen TX	3	—	—	—
2/26	9:13A	956–781–5996	Peak	PlanAllow	Pharr TX	Pharr TX	2	—	—	—
2/26	10:47A	956–578–1589	Peak	M2MAllow	Pharr TX	McAllen TX	1	—	—	—
2/26	2:17P	956–565–0100	Peak	PlanAllow	Pharr TX	Mercedes TX	1	—	—	—
2/26	3:50P	956–800–8168	Peak	PlanAllow	Pharr TX	McAllen TX	7	—	—	—
2/26	7:52P	956–999–8059	Peak	PlanAllow	Alamo TX	Incoming CL	1	—	—	—
2/27	1:35P	956–565–0100	Peak	PlanAllow	San Juan TX	Mercedes TX	1	—	—	—
2/27	1:37P	956–800–8168	Peak	PlanAllow	Pharr TX	McAllen TX	4	—	—	—
2/27	2:31P	956–565–1687	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
2/27	3:12P	956–585–4500	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
2/28	9:32A	956–781–5996	Peak	PlanAllow	Pharr TX	Pharr TX	1	—	—	—
2/28	9:33A	956–781–5996	Peak	PlanAllow	Pharr TX	Pharr TX	4	—	—	—
2/28	9:51A	956–968–3423	Peak	PlanAllow	Pharr TX	Weslaco TX	5	—	—	—
2/28	10:57A	956–270–4405	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
2/28	4:01P	956–968–3423	Peak	PlanAllow	Pharr TX	Weslaco TX	2	—	—	—
2/28	4:04P	956–425–4300	Peak	PlanAllow	Pharr TX	Harlingen TX	3	—	—	—
2/28	4:10P	956–425–4300	Peak	PlanAllow	Pharr TX	Incoming CL	3	—	—	—
3/03	8:05A	956–585–4500	Peak	PlanAllow	Pharr TX	Incoming CL	3	—	—	—
3/04	8:28A	956–565–3788	Peak	PlanAllow	Pharr TX	Mercedes TX	2	—	—	—
3/04	11:09A	956–460–7142	Peak	PlanAllow	Pharr TX	Incoming CL	3	—	—	—
3/04	2:29P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
3/05	1:36P	956–800–8168	Peak	PlanAllow	Pharr TX	McAllen TX	12	—	—	—
3/05	3:47P	956–565–3788	Peak	PlanAllow	Pharr TX	Mercedes TX	8	—	—	—
3/06	2:56P	956–787–1891	Peak	PlanAllow	San Juan TX	Incoming CL	2	—	—	—
3/06	4:11P	956–360–4000	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
3/07	9:28A	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	6	—	—	—
3/07	11:27A	956–565–3788	Peak	PlanAllow	Pharr TX	Mercedes TX	3	—	—	—
3/07	11:43A	956–787–1891	Peak	PlanAllow	Pharr TX	Pharr TX	1	—	—	—
3/07	2:07P	956–787–0001	Peak	PlanAllow	San Juan TX	Pharr TX	3	—	—	—
3/07	2:12P	956–454–5597	Peak	PlanAllow	Pharr TX	Harlingen TX	1	—	—	—
3/07	2:14P	956–565–3788	Peak	PlanAllow	Pharr TX	Mercedes TX	1	—	—	—
3/07	4:52P	956–787–1891	Peak	PlanAllow	Pharr TX	Incoming CL	1	—	—	—
3/09	9:14A	956–457–1338	Off–Peak	N&W	Alamo TX	Edinburg TX	1	—	—	—
3/10	8:08A	956–787–0003	Peak	PlanAllow	San Juan TX	Incoming CL	1	—	—	—
3/10	10:28A	956–585–4500	Peak	PlanAllow	Pharr TX	Mission TX	3	—	—	—
3/10	11:49A	956–585–4500	Peak	PlanAllow	Pharr TX	Mission TX	3	—	—	—
3/10	11:56A	956–330–9928	Peak	PlanAllow	Pharr TX	Edinburg TX	2	—	—	—
3/10	2:23P	956–565–3788	Peak	PlanAllow	Pharr TX	Mercedes TX	3	—	—	—
3/11	3:56P	956–782–5037	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
3/11	4:51P	956–702–0066	Peak	PlanAllow	Pharr TX	Pharr TX	2	—	—	—
3/12	9:36A	956–560–7285	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
3/12	1:14P	956–702–0066	Peak	PlanAllow	Pharr TX	Pharr TX	2	—	—	—
3/12	1:50P	956–787–0002	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
3/12	2:55P	956–787–1891	Peak	PlanAllow	Weslaco TX	Incoming CL	1	—	—	—

Order #: 5923 Copy #: 13 Control #:20000787-00006573

Detail for CO Wide Shop Office Use: 956–310–8379

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
3/12	2:59P	956–739–6591	Peak	PlanAllow	Weslaco TX	McAllen TX	1	--	--	--
3/12	3:02P	956–739–6591	Peak	PlanAllow	Weslaco TX	Incoming CL	2	--	--	--
3/12	4:21P	956–787–1891	Peak	PlanAllow	Weslaco TX	Pharr TX	1	--	--	--
3/13	11:24A	956–562–4175	Peak	PlanAllow	Pharr TX	Incoming CL	2	--	--	--
3/13	11:26A	956–460–7142	Peak	PlanAllow	Pharr TX	Incoming CL	3	--	--	--
3/13	2:06P	956–787–1891	Peak	PlanAllow	Weslaco TX	Incoming CL	1	--	--	--
3/13	2:08P	956–739–6591	Peak	PlanAllow	Weslaco TX	McAllen TX	1	--	--	--
3/14	10:34A	956–702–0066	Peak	PlanAllow	Weslaco TX	Pharr TX	4	--	--	--
3/14	10:43A	956–968–3423	Peak	PlanAllow	Weslaco TX	Weslaco TX	3	--	--	--
3/17	8:42A	956–205–7000	Peak	PlanAllow	Pharr TX	Incoming CL	5	--	--	--
3/17	8:50A	956–578–1589	Peak	M2MAllow	Pharr TX	McAllen TX	1	--	--	--
3/17	8:51A	956–205–7000	Peak	PlanAllow	Pharr TX	Mission TX	1	--	--	--
3/17	9:40A	956–578–1589	Peak	M2MAllow	Pharr TX	McAllen TX	2	--	--	--
3/17	11:14A	956–565–3788	Peak	PlanAllow	Pharr TX	Mercedes TX	13	--	--	--
3/17	5:01P	956–739–6591	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
3/17	5:10P	956–739–6591	Peak	PlanAllow	Pharr TX	McAllen TX	1	--	--	--
3/18	8:40A	956–739–6591	Peak	PlanAllow	Pharr TX	McAllen TX	2	--	--	--
3/18	9:02A	956–739–6591	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
3/18	12:29P	956–578–1589	Peak	M2MAllow	Pharr TX	McAllen TX	2	--	--	--
3/18	1:21P	956–565–3788	Peak	PlanAllow	Pharr TX	Mercedes TX	2	--	--	--
3/19	8:21A	956–205–7000	Peak	PlanAllow	Pharr TX	Incoming CL	6	--	--	--
3/19	1:49P	956–460–7142	Peak	PlanAllow	Pharr TX	Incoming CL	3	--	--	--
3/19	2:10P	956–968–3423	Peak	PlanAllow	Pharr TX	Weslaco TX	3	--	--	--
3/20	8:11A	956–686–8388	Peak	PlanAllow	Pharr TX	McAllen TX	3	--	--	--
3/20	8:18A	956–800–8168	Peak	PlanAllow	Pharr TX	McAllen TX	3	--	--	--
3/20	9:16A	956–578–1589	Peak	M2MAllow	Pharr TX	Incoming CL	1	--	--	--
3/20	9:17A	956–578–1589	Peak	M2MAllow	Pharr TX	McAllen TX	2	--	--	--
3/20	9:57A	956–968–7502	Peak	PlanAllow	Pharr TX	Weslaco TX	3	--	--	--
3/20	11:06A	956–270–4405	Peak	PlanAllow	Pharr TX	Incoming CL	2	--	--	--
3/20	2:43P	956–800–8168	Peak	PlanAllow	Pharr TX	Incoming CL	2	--	--	--
3/20	3:41P	956–565–3788	Peak	PlanAllow	Pharr TX	Mercedes TX	7	--	--	--
3/20	3:48P	956–787–1891	Peak	PlanAllow	Pharr TX	Pharr TX	3	--	--	--
3/21	7:40A	956–800–8168	Peak	PlanAllow	Pharr TX	McAllen TX	1	--	--	--
3/21	9:11A	956–578–1589	Peak	M2MAllow	Pharr TX	Incoming CL	1	--	--	--
3/21	9:25A	956–686–8388	Peak	PlanAllow	Pharr TX	McAllen TX	3	--	--	--
3/21	11:22A	956–702–0066	Peak	PlanAllow	Pharr TX	Pharr TX	4	--	--	--
3/21	11:27A	956–565–3788	Peak	PlanAllow	San Juan TX	Mercedes TX	2	--	--	--
3/21	11:33A	956–578–1589	Peak	M2MAllow	Pharr TX	Incoming CL	1	--	--	--
3/21	11:40A	956–686–8388	Peak	PlanAllow	San Juan TX	McAllen TX	1	--	--	--
3/21	11:42A	956–800–8168	Peak	PlanAllow	San Juan TX	McAllen TX	1	--	--	--

Order #: 5923 Copy #: 13 Control #:20000787-00006572

INVOICE RECEIVED BY: May ON 4/10/14 ✓
GOODS/SERVICES RECEIVED BY: En la Zamor ON 3/24-4/23/14

Summary for Pct 2 Admin: 956-578-1589

Your Plan

Nationwide Talk Share 1400
$9.99 monthly charge
$.40 per minute

Friends & Family

PAYU MB With EVDO
$1.99 per megabyte

M2M National Unlimited
Unlimited monthly Mobile to Mobile

UNL Night & Weekend Min
Unlimited monthly OFFPEAK

Have more questions about your charges? Get details for usage charges at vzw.com/mybusinessaccount.

Monthly Charges

Nationwide Talk Share 1400 Add'l Line	03/24 – 04/23	9.99 ✓
		$9.99

Usage and Purchase Charges

Voice		Allowance	Used	Billable	Cost
SharePlan	*minutes*	1400 (shared)	105	--	--
Mobile to Mobile	*minutes*	unlimited	11	--	--
Total Voice					$.00

Total Usage and Purchase Charges **$.00**

Verizon Wireless' Surcharges

Fed Universal Service Charge	.39
	$.39

Total Current Charges for 956-578-1589 **$10.38**

PO # 105443
4-1200-431-00-122-004-0-532 ✓
Req # 252410

Detail for Pct 2 Admin: 956-578-1589

Voice

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
2/24	2:47P	956-310-8379	Peak	M2MAllow	Mission TX	Incoming CL	1	--	--	--
2/25	7:34A	956-884-9192	Peak	PlanAllow	Pharr TX	Pharr TX	2	--	--	--
2/25	8:50A	956-200-7423	Peak	PlanAllow	San Juan TX	Harlingen TX	2	--	--	--
2/25	9:10A	956-200-7423	Peak	PlanAllow	Pharr TX	Harlingen TX	2	--	--	--
2/25	9:48A	956-262-6585	Peak	PlanAllow	Weslaco TX	Edcouch TX	1	--	--	--
2/25	9:49A	956-200-7423	Peak	PlanAllow	Weslaco TX	Harlingen TX	2	--	--	--
2/25	9:58A	956-457-1338	Peak	PlanAllow	Weslaco TX	Edinburg TX	1	--	--	--
2/25	10:01A	956-200-7423	Peak	PlanAllow	Weslaco TX	Incoming CL	1	--	--	--
2/25	10:04A	956-200-7423	Peak	PlanAllow	Weslaco TX	Incoming CL	1	--	--	--
2/25	3:14P	956-200-7423	Peak	PlanAllow	Pharr TX	Harlingen TX	2	--	--	--
2/26	9:25A	000-000-0086	Peak	PlanAllow,CallVM	Pharr TX	Voice Mail CL	1	--	--	--
2/26	11:09A	956-457-1338	Peak	PlanAllow	Pharr TX	Edinburg TX	3	--	--	--
2/26	12:53P	956-200-7423	Peak	PlanAllow	Edcouch TX	Harlingen TX	5	--	--	--
2/26	12:58P	956-457-1338	Peak	PlanAllow	Edinburg TX	Edinburg TX	2	--	--	--
2/26	3:13P	956-200-7423	Peak	PlanAllow	Pharr TX	Harlingen TX	1	--	--	--
2/27	10:03A	956-457-1338	Peak	PlanAllow	Pharr TX	Edinburg TX	2	--	--	--
2/27	11:34A	956-457-1338	Peak	PlanAllow	Pharr TX	Incoming CL	7	--	--	--
2/27	2:36P	956-800-8168	Peak	PlanAllow	Mission TX	McAllen TX	1	--	--	--
2/28	9:37A	956-457-1338	Peak	PlanAllow	Pharr TX	Edinburg TX	3	--	--	--
2/28	9:43A	956-457-1338	Peak	PlanAllow	Pharr TX	Edinburg TX	1	--	--	--
2/28	11:07A	956-457-1338	Peak	PlanAllow	Pharr TX	Incoming CL	1	--	--	--
2/28	2:48P	956-457-1338	Peak	PlanAllow	Pharr TX	Edinburg TX	1	--	--	--

Order #: 5923 Copy #: 13 Control #:20000787-00006571

Detail for Pct 2 Admin: 956–578–1589

Voice, continued

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
3/04	10:33A	956–457–1338	Peak	PlanAllow	Pharr TX	Edinburg TX	4	—	—	—
3/04	2:47P	956–457–1338	Peak	PlanAllow	Pharr TX	Incoming CL	2	—	—	—
3/05	2:43P	956–457–1338	Peak	PlanAllow	Pharr TX	Edinburg TX	2	—	—	—
3/06	9:13A	956–457–1338	Peak	PlanAllow	San Juan TX	Incoming CL	1	—	—	—
3/06	2:54P	956–457–1338	Peak	PlanAllow	Edinburg TX	Incoming CL	1	—	—	—
3/06	5:33P	956–457–1338	Peak	PlanAllow	Alamo TX	Incoming CL	1	—	—	—
3/07	9:38A	956–457–1338	Peak	PlanAllow	Edinburg TX	Edinburg TX	1	—	—	—
3/07	9:43A	956–457–1338	Peak	PlanAllow	Edinburg TX	Edinburg TX	2	—	—	—
3/07	10:49A	956–457–1338	Peak	PlanAllow	Pharr TX	Edinburg TX	5	—	—	—
3/07	11:03A	956–223–7205	Peak	PlanAllow	Pharr TX	Pharr TX	1	—	—	—
3/07	1:20P	956–457–1338	Peak	PlanAllow	Weslaco TX	Edinburg TX	2	—	—	—
3/07	2:20P	956–457–1338	Peak	PlanAllow	Edcouch TX	Edinburg TX	1	—	—	—
3/07	3:27P	956–457–1338	Peak	PlanAllow	Pharr TX	Edinburg TX	3	—	—	—
3/07	3:34P	956–457–1338	Peak	PlanAllow	Pharr TX	Edinburg TX	1	—	—	—
3/07	5:30P	956–457–1338	Peak	PlanAllow	San Juan TX	Incoming CL	2	—	—	—
3/10	1:49P	956–457–1338	Peak	PlanAllow	Pharr TX	Edinburg TX	1	—	—	—
3/13	9:31A	956–457–1338	Peak	PlanAllow	San Juan TX	Edinburg TX	1	—	—	—
3/13	2:47P	956–457–1338	Peak	PlanAllow	Pharr TX	Edinburg TX	2	—	—	—
3/14	10:53A	956–457–1338	Peak	PlanAllow	Pharr TX	Edinburg TX	5	—	—	—
3/14	12:05P	956–457–1338	Peak	PlanAllow	Pharr TX	Edinburg TX	1	—	—	—
3/14	12:07P	956–457–1338	Peak	PlanAllow	Pharr TX	Edinburg TX	1	—	—	—
3/17	8:50A	956–310–8379	Peak	M2MAllow	Pharr TX	Incoming CL	1	—	—	—
3/17	9:01A	956–800–8168	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
3/17	9:40A	956–310–8379	Peak	M2MAllow	Edinburg TX	Incoming CL	2	—	—	—
3/17	1:02P	956–457–1338	Peak	PlanAllow	Mission TX	Edinburg TX	1	—	—	—
3/17	3:14P	956–800–8168	Peak	PlanAllow	Mission TX	McAllen TX	1	—	—	—
3/18	8:40A	956–219–6270	Peak	PlanAllow	Pharr TX	Edinburg TX	1	—	—	—
3/18	10:25A	956–457–1338	Peak	PlanAllow	Edinburg TX	Edinburg TX	3	—	—	—
3/18	11:57A	956–457–1338	Peak	PlanAllow	Edcouch TX	Edinburg TX	9	—	—	—
3/18	12:29P	956–310–8379	Peak	M2MAllow	Edcouch TX	Incoming CL	2	—	—	—
3/18	4:07P	956–800–8168	Peak	PlanAllow	Pharr TX	McAllen TX	1	—	—	—
3/18	4:09P	956–800–8168	Peak	PlanAllow	Pharr TX	McAllen TX	2	—	—	—
3/19	11:08A	956–800–8168	Peak	PlanAllow	Mission TX	McAllen TX	1	—	—	—
3/19	12:34P	956–457–1338	Peak	PlanAllow	Mission TX	Edinburg TX	1	—	—	—
3/19	1:35P	956–787–4941	Peak	PlanAllow	Pharr TX	Pharr TX	1	—	—	—
3/20	9:16A	956–310–8379	Peak	M2MAllow	McAllen TX	McAllen TX	1	—	—	—
3/20	9:17A	956–310–8379	Peak	M2MAllow	McAllen TX	Incoming CL	1	—	—	—
3/21	9:03A	956–800–8168	Peak	PlanAllow	Mission TX	McAllen TX	1	—	—	—
3/21	9:11A	956–310–8379	Peak	M2MAllow	Mission TX	McAllen TX	1	—	—	—
3/21	11:33A	956–310–8379	Peak	M2MAllow	Mission TX	McAllen TX	2	—	—	—

Order #: 5923 Copy #: 13 Control #:20000787-00006571

032414-252328-1

ADVANCE PUBLISHING COMPANY

01-08-14

Paid Legal Newspaper
956-783-0036

Affiliated Papers:
ADVANCE NEWS JOURNAL

Please Remit To:
ADVANCE PUBLISHING CO.
217 W. Park Ave.
Pharr, TX 78577

HIDALGO COUNTY PRECINCT NO. 2
2014 MAR 18 PM 2 50

Hidalgo County Commissioner Precinct 2

RECEIVED BY COUNTY AUDITOR
2014 MAR 24 PM 4 23

INVOICE 140108

Description	Amount
ADVERTISEMENT	
Precinct 2 Community Meeting ½-page color advertisement *Published January 8, 2014*	$378.00

INVOICE RECEIVED BY: _____ ON 3/18/14
GOODS/SERVICES RECEIVED BY: Erika Lamas ON 1/8/14

Entire Amount Payable on Receipt
1½% per month interest charged on past-due balances.
$5 Service Charge placed on balances outstanding 60 days or over.

PO # 703177
4-1200-431-00-122-005-0-540-F
Req # 249230

Publisher's Return

The State of Texas
County of Hidalgo

Before me, the undersigned authority, on this day personally appeared Gregg Wendorf, Publisher, to me well known who by me duly sworn, upon his oath deposes and states that he is a True Officer of the Advance Publishing Company, publisher of the Advance News Journal; the same is a newspaper of general circulation in our city that has been continuously and regularly published in the city of Pharr, County of Hidalgo, State of Texas, prior to the date of this affidavit; that the newspaper clipping attached hereto and made a part hereof represents and is a complete and true and correct copy of a

LEGAL NOTICE — **Hidalgo County Commissioner Precinct 2**

Precinct 2 Community Meeting

½-page color advertisement

and the same was published and appeared in all copies of said newspaper on the following dates of publications and issues, to with **January 8, 2014** and that the amount legally due said newspaper for making aforesaid publication is the sum of **$378.00**.

Gregg Wendorf

Sworn to and subscribed before me this **5th** day of **March** 2014.

Ruben Acosta
Notary Public
In and For Hidalgo County, Texas

Ruben Acosta
Notary Public
State of Texas
My Comm. Exp. 09-25-2017

AI-44273 **Precinct #4 22. A.**

CC - REGULAR

Meeting Date: 04/29/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of Resolution in honor of Cassandra Sanchez

BACKGROUND

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/25/2014 11:45 AM
Purchasing Department	Monica Badillo	04/25/2014 05:30 PM

Form Started By: Monica Badillo Started On: 04/25/2014 11:37 AM

Final Approval Date: 04/25/2014

RESOLUTION IN HONOR OF CASSANDRA SANCHEZ

WHEREAS, Cassandra Sanchez, 18, was born and raised in Edinburg, Texas and is a senior at Edinburg North High School. She was recently named "Best Swimmer in History of ECISD" and has been awarded a full scholarship to the University of Arkansas at Little Rock where she plans to pursue a degree in Education and eventually become a teacher; and

WHEREAS, Ms. Sanchez, swimming since the age of six, has earned over fifty medals in her swimming career and has also contributed to the community by working as a lifeguard for the past two years at the City of Edinburg Parks and Recreation Center; and

WHEREAS, Ms. Sanchez has been part of numerous organizations, Future Farmers of America being the most recent, where she served for one year and has successfully been able to earn college credits through South Texas College in McAllen, Texas; and

WHEREAS, through her committed efforts, Cassandra Sanchez has distinguished herself as a vital and valued member of the community; her remarkable accomplishments as a young lady point to an even brighter future, and it is indeed fitting at this time to honor her for achievements.

Now, therefore, be it RESOLVED that the Hidalgo County Commissioners Court hereby recognizes and honors Cassandra Sanchez for her selection as the "Best Swimmer in History of ECISD".

Approved this 29th day of April, 2014.

RAMON GARCIA
County Judge

A.C. CUELLAR, JR.
County Commissioner, Pct. 1

HECTOR "TITO" PALACIOS
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct. 3

JOSEPH PALACIOS
County Commissioner, Pct. 4

Attest: ARTURO GUAJARDO, JR.
County Clerk

AI-44288 **Budget and Management 23. A.**

CC - REGULAR

Meeting Date: 04/29/2014

Submitted For: Sergio Cruz **Submitted By:** Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Courthouse Security (1241):
Approval of 2014 appropriation of funds in the amount of $2,000.00 for the purchase of security supplies and equipment.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1241-421-23-125-032-0-XXX

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

BUDGETARY IMPACT:

2014 Appropriation of funds in the amount of $2,000.00 to fund expenditures.

Funds available from Fund 1241 fund balance.

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/25/2014 04:50 PM
Purchasing Department	Monica Badillo	04/25/2014 05:30 PM

Form Started By: Merlen P. Munoz Started On: 04/25/2014 04:39 PM

Final Approval Date: 04/25/2014

DATE: April 25, 2014

2014
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for **Courthouse Security**

ACCOUNT NUMBER: 4-1241-421-23-125-032-0-XXX

Contact Person: Merlen Munoz Ph#: (956) 292-7025 ext. 5403

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
4-1241-421-23-125-032-0- 679	COURTHOUSE SECURITY	Other R&M Supplies	2,000.00
		TOTAL BUDGET INCREASE (DECREASE)	**2,000.00**

REASON: Appropriation of funds to purchase security supplies and equipment.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-44285 **Purchasing Department 24. A. 1.**

CC - REGULAR

Meeting Date: 04/29/2014

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting exemption from competitive procurement requirements under the Texas Local Government Code, Section 262.024(a)(7)(a) proprietary software in connection with On-line Research Services for Hidalgo County;

b. Requesting approval of agreement(s) if applicable for "On-line Research Services" with Lexis Nexis including but not limited to the following Hidalgo County department(s):

1. Sheriff's Department (119NBW)
2. Public Defender's Office (142WFG and 142WFC)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-412-30-085-003-0-342

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

BUDGETARY IMPACT:

Public Defender Requisition# 255999

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-421-00-280-001-0-342

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

BUDGETARY IMPACT:

Funding pending approval of AI# 44271

Attachments

Legal Approval
Lexis Nexis-Public Defender
Public Defender-Legal Approval
Agreement-Corrected

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	04/25/2014 04:39 PM
Budget & Management	Debbie Tamez	04/25/2014 04:46 PM
Manuel Chapa	Manuel Chapa	04/25/2014 05:06 PM
Auditor's Office	Monica Badillo	04/25/2014 05:30 PM
Form Started By: Rocio Villarreal		Started On: 04/25/2014 03:21 PM

Final Approval Date: 04/25/2014

Zimbra **rocio.villarreal@co.hidalgo.tx.us**

RE: account 119NBW--Renewal

From : Michael Garza <michael.garza@da.co.hidalgo.tx.us> Fri, Apr 25, 2014 03:08 PM
Subject : RE: account 119NBW--Renewal
To : 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>
Cc : josephine ramirez <josephine.ramirez@da.co.hidalgo.tx.us>
Reply To : michael garza <michael.garza@da.co.hidalgo.tx.us>

Rocio,

According to paragraph 3. EXPIRATION, the terms in Schedule A may not be valid unless Schedule A was approved by commissioners court and received by Lexis-Nexis (LN) on or before 4/10/14. As such, I approve the Schedule as to form subject to acceptance of the terms of Schedule A as is by LN.

Please contact me should you have any questions or concerns.

Michael Garza
Assistant Criminal District Attorney
Contracts and Civil Litigation Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3824
(956) 318-2079 FAX
michael.garza@da.co.hidalgo.tx.us

****
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****

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Friday, April 25, 2014 2:29 PM
To: michael garza
Subject: Fwd: account 119NBW--Renewal

Michael:

As requested, please review and approve as to form the attached agreement from Lexis Nexis for the Sheriff's Office.

Thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

From: "Myra Montoya" <myra.montoya@hidalgoso.org>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Sent: Tuesday, April 1, 2014 1:03:17 PM
Subject: FW: account 119NBW--Renewal

Rocio,

Can you please let me know if documents submitted are okay?

Thank you,

Myra Montoya
Accountant I
Hidalgo County Sheriff's Office
711 El Cibolo Road
Edinburg, Texas 78541
Office: (956)393-6024
Fax: (956)393-6027

From: Myra Montoya [mailto:myra.montoya@hidalgoso.org]
Sent: Thursday, March 27, 2014 4:09 PM
To: 'Rocio Villarreal'
Subject: FW: account 119NBW--Renewal

Rocio,

Attached is what I received from Lexis Nexis.

Thank you,

Myra Montoya
Accountant I
Hidalgo County Sheriff's Office
711 El Cibolo Road
Edinburg, Texas 78541
Office: (956)393-6024
Fax: (956)393-6027

From: Koski, Jacqueline (RIS-DAY) [mailto:jackie.koski@lexisnexis.com]
Sent: Thursday, March 27, 2014 3:56 PM

To: myra.montoya@hidalgoso.org
Subject: RE: account 119NBW--Renewal

Hi Myra,

Per our conversation, your renewal price for the Investigative Portal is $244/user, per month * 3 users = $732/month.

Attached is the renewal form. After reviewing, please sign the form and send back to me (via e-mail attachment is fine). Please let me know if you have any questions.

Jackie Koski
Account Manager, Government
LexisNexis | Risk Solutions
937.247.1541 Direct
866.960.2384 Fax
866.277.8407 Customer Service
jackie.koski@lexisnexis.com

From: Myra Montoya [mailto:myra.montoya@hidalgoso.org]
Sent: Thursday, March 27, 2014 11:38 AM
To: Temke, Angie (LNG-DAY)
Subject: FW: account 119NBW

Good morning,

I was wondering if you could help me with the below?

Thank you,

Myra Montoya
Accountant I
Hidalgo County Sheriff's Office
711 El Cibolo Road
Edinburg, Texas 78541
Office: (956)393-6024
Fax: (956)393-6027

From: Myra Montoya [mailto:myra.montoya@hidalgoso.org]
Sent: Wednesday, March 26, 2014 3:04 PM
To: 'amber.stargel@lexisnexis.com'
Subject: FW: account 119NBW

Good afternoon,

Would you happen to have the new agreement since the current one is about to expire?

Thank you,

Myra Montoya

Accountant I
Hidalgo County Sheriff's Office
711 El Cibolo Road
Edinburg, Texas 78541
Office: (956)393-6024
Fax: (956)393-6027

LexisNexis®

Lexis Advance® Upgrade Amendment for State/Local Government

"Subscriber" Name: Hidalgo County Public Defenders Office	Lexis.com Account Number: 142WFG and 142WFC
"LN": LexisNexis, a division of Reed Elsevier Inc.	

This Lexis Advance Upgrade Amendment (the "Amendment") is between LN and Subscriber and is intended to revise the LN business agreement (which may be referred to as a Subscription Agreement, Lexis Advance Subscription Agreement for Law Firms, Fixed Price Committed Period, etc. and which establishes a committed term for use of the Online Services in exchange for a fixed and/or discounted monthly commitment) (the "Agreement"), previously executed between the parties, as the same may have been previously amended.

1. Purpose of Amendment. This Amendment will serve as Subscriber's acknowledgment that its subscription will be upgraded from *lexis.com* to Lexis Advance within a commercially reasonable period after Subscriber's execution of this Amendment. As a result of this Amendment, Subscriber's access to *lexis.com* will be terminated as of **08/31/2014** (prior to this time, Subscriber will have access to the content in *lexis.com* described in the Agreement) and the Agreement will also be revised as stated below.

2. Lexis Advance Content, Term, and Charges. This Section 2 revises and restates the materials and features included in Subcriber's fixed rate plan, the charges applicable to Subscriber, and the Committed Term of the Agreement. Subscriber's access to materials outside of the fixed rate plan will be governed by the Agreement.

2.1 During the Term (as defined below), Subscriber will have access to the Lexis Advance Content & Features listed below. In addition, Subscriber will also be provided with access to the premium features Shepard's Graphical and Research Map at no additional charge during the Term.

Lexis Advance Content & Features		
Products	**SKU Number**	**Number of User**
Texas Enhanced with Full Federal	1011587	3
Texas Matthew Bender Library	1010629	3
Document Linking	1000690	3
Core Public Records with SmartLinx	1004801	3
☐ See attached Rider No. 1 for additional Content & Features		

2.2 The Term of the Agreement will be for Committed Periods listed in the table below Section 2.3 (the "Committed Term"). Upon the expiration of the Committed Term, the Agreement will automatically renew for consecutive, one (1) year renewal periods (each a "Renewal Term"). The Committed Term and any Renewal Terms will collectively be the "Term." Subscriber may avoid entering into a Renewal Term by providing LN with at least 30 days prior written notice before the expiration of the Committed Term or the beginning of any subsequent Renewal Term.

2.3 During the Term, Subscriber will pay to LN each month the "Monthly Installment" amount listed below for access to and use of the Lexis Advance Content & Features listed in Section 2.1.

Committed Period	Monthly Installment
activation to 8/31/2014	0.00
9/1/2014 - 8/31/2015	412.00
9/1/2015 - 8/31/2016	424.00
9/1/2016 - 8/31/2017	432.00

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2.4 Subscriber acknowledges the pricing and content provided in this Amendment depend in part on the number of users listed for each product selected. . Subscriber certifies that as of the date Subscriber signs this Amendment the number of attorneys receiving LN IDs (including attorney, judge or professional user or other support personnel) in Subscriber's office as Subscriber has specified on the last page of this Amendment above Subscriber's signature ("Reference Number") is true and accurate. Subscriber will be entitled to receive up to three (3) LN IDs for each number of users listed above for each product selected. Each LN ID must be issued for individual use by the attorney, judge or professional user or other support personnel. Subscriber will immediately notify LN in writing on each event of an increase in the Reference Number. At the reasonable request of LN, Subscriber will certify in writing the then-current Reference Number. If there is a change in the Reference Number, LN may, in its sole discretion, on at least 30 days prior written notice to Subscriber, increase or decrease the Monthly Installment by an amount that does not exceed, on a percentage basis, the change in the Reference Number.

3. Miscellaneous

3.1 Except as expressly revised in this Amendment, all other terms and conditions of the Agreement will remain in full force and effect. If there are any conflicts or inconsistencies between this Amendment and the Agreement, this Amendment will control.

This Amendment does not bind either party until it has been accepted by both parties. Subscriber may accept this Amendment by signing below. LN will accept this Amendment by providing Subscriber with access to Lexis Advance.

AGREED TO AND ACCEPTED BY:

Subscriber: Hidalgo County Public Defenders Office	
[MUST BE COMPLETED BY SUBSCRIBER]	
Total Number of Judges & Attorneys:	
Number of Government Professionals:	
Reference Number (Total Judges, Attorneys & Government Professionals):	
Authorized Subscriber Signature:	
Printed Name:	
Job Title:	
Date:	

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CUSTOMER INFORMATION (Please type or print):		
Organization Name: (Full Legal Name)	Hidalgo County Public Defenders Office	
	Physical Address	**Invoice Address**
Street Address:		
City:		
State:		
Zip:		
County:		
Telephone:		
Fax:		
Parent Company: *(if applicable)*		

Type of Organization:

No. of Attorneys: _____

Practicing Area of Law: _____

Exchange: _____

No. of Employees: _____

No. of years in business: _____

Bar/Business/Prof. Lic No: _____

Employer Identification Number: _____

Date Issued/Expiration Date: _____

Issuing State: _____

Dun & Bradstreet Number/ Martindale-Hubbell Rating: _____

Organization Web Address: _____

Contacts:

	Name	Telephone	Email
Installation:			
Billing:			
Policy/Legal Notification:			
Scheduling/Training:			

	Name	Telephone
Super Admin:		
	Email	**IP Address**

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CUSTOMER ID INFORMATION (Please type or print)			
ID HOLDERS' NAMES (additional sheet attached ☐)	ID HOLDERS' TITLES/POSITIONS	ID HOLDERS' EMAIL ADDRESSES	LOCATION/ADDRESS

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LexisNexis

"Online Legal Research Services"

February 27, 2014

Patricia Loya
Hidalgo County Public Defender's Office
100 N. Closner – 5th Floor
Patricia.loya@co.hidalgo.tx.us

Ms. Loya:

LexisNexis®, a division of Reed Elsevier Inc is the sole source provider for all of your agency's research needs. This letter is intended to provide you with a brief overview of the products and services available to you from LexisNexis. If you require more information, please feel free to contact me with any questions.

LexisNexis provides many exclusive products as part of the LexisNexis® Total Research System including:

Shepard's® Citations Service —Helps you begin your research by providing relevant cases, statutes, secondary sources, and annotations that validate and cite your authority. Shepard's SignalTM alerts you to positive, negative or questioned treatment.

Matthew Bender® National Analytical Material — authoritative legal analysis covering every practice area including such premier treatises as Moore's Federal Practice®, Collier on Bankruptcy®, Immigration Law and Procedure, Zimmer on Copyright®, and much more.

LexisNexis Public Records — With 3.5 billion documents, LexisNexis has the most extensive collection of public records information. Person and business locators, real property records, personal property records, business and corporation information, judgments and liens, civil and criminal filings, verdicts and settlements, licenses and more are all a part of the LexisNexis Public Records data.

SmartLinx — The SmartLinx feature quickly locates and associates information that could otherwise take hours or days to cross-reference using traditional methods. This feature provides instantaneous vital links between entities such as a person's, company's, or organization's name, a license or registration number, an address, zip code, or telephone number to give you access to other public records where that entity is also mentioned.

Law Enforcement Solutions Page — Provides simple, one-click access to a comprehensive range of investigative, fraud prevention/detection, and risk management solutions — all from a single powerful web page interface. The
SmartLinxTM feature helps you quickly compile a comprehensive report on an individual — including name, aliases, address history, driver's license, bankruptcies, judgments, liens, associated people, and businesses.

Banko® Batch Solutions- Helps streamline your large-volume collection and recovery efforts. You save time and labor by eliminating the need to enter individual records in a manual search. Our volume process is automated, and we tailor the output to your specifications.

LexisNexis News Sources — LexisNexis provides more than 18,000 news, business, and financial sources. Current and archived news, business and financial filings, and company profiles are all available through the LexisNexis online service. With additional research tools such as LexisNexis Company Analyzer and LexisNexis Company Dossier you can access critical information through a single search.

Factiva®- Provides world-class global content, including Dow Jones and Reuters newswires and The Wall Street Journal - unduplicated in a single service elsewhere. Factiva offers the only single content solution with multiple language interfaces and multilingual content covering 9,000 sources.
CourtLink® - the advanced online court records service that allows you to search and retrieve court records; create strategic profiles of litigants, the judge and opposing counsel; and track case activity and be notified of newly filed cases.
Time Matters® - the award-winning business management software that allows you to manage case and client matters from a central desktop location; schedule appointments and track deadlines easily and efficiently; and automate document preparation.
Mealeys — Mealey Publications & Conferences Group provides plaintiff, defense and insurance counsel, and corporate executives with highly targeted legal news reports and sophisticated conferences.
LexisNexis® Total Search — Expand the boundaries of the LexisNexis Total Research System by making it possible to simultaneously combine searches of lexis.com and your agency's work product.

In addition to our authoritative content offerings, LexisNexis offers the following exclusive features to make your research more accurate and efficient:
Lexis® Search Advisor — Target the legal issue, identify appropriate primary and secondary sources, and formulate a successful search with this legal classification system, built by Matthew Bender attorney editors, and encompassing nearly 4,000 legal topics.
LexisNexis Case Summaries — Written by our attorney editors, Case Summaries are targeted synopses of cases. Each case summary includes: Procedural Posture (the case's procedural history); Overview (brief review of the court's holding); and Outcome (procedural disposition).
LexisNexis Headnotes — Access key legal points of a case, in the court's own language. Each headnote is hyper-linked to the part of the case where the discussion occurs, and to related concepts in Lexis® Search Advisor.
More Like This Headnote — Find additional on-point headnotes simply by clicking on the link at the end of the headnote.
Retrieve All Headnote- Shows you all case headnotes written for a specific Search **Advisor topic.** Use early in your research to help you understand the topic.
Get & Print — Retrieve and deliver multiple full-text documents to multiple Shepard's Citations Service reports.
Shepard's Q - Shepard's introduces the Orange Q. This new signal identifies cases that have been questioned.
Research Task Pages - Combines critical information and relevant resources, focused by areas of law. The Research Tasks pages are tailored specifically for your information needs, offering you quick accessibility to the material you need all in one handy location.
LexisNexis® FASTPrint — This button helps you streamline the printing process. Simply complete a brief, one-time setup and send document directly to a standalone printer without confirmation screens.
ECLIPSE feature — Stay current with issues that affect your work — automatically — at the regular intervals you select.
Copy w/Cite — Highlight an on-point quote or paragraph. Click the Copy w/Cite link. Your selection is copied, and a cite/reference is added automatically — complete with a link back to the full-text document.

30-Day Search History — Access all your prior research from the last 30 days, rerun or edit your prior searches, and revisit earlier thought patterns.
CheckCite® software — Retrieve citations from documents and verify their accuracy with *Shepard's* Citations Service.
LEXLinkTM feature — Copy your word-processing document, count recognizable citations and add direct hyperlinks to the full-text documents at www.lexis.com and current reports on the *Shepard's* Citations Service.
Customizable Tabbed Source Selection — Find sources even faster by adding up to 18 additional tabs for the area of law or jurisdictional sources you use most often.

LexisNexis is pleased to work with you and to be the sole source provider for your research needs. We hope to provide you with a superior product and quality customer service. Please contact me with any questions at 937-247-8129. Thank you.

Sincerely,

Angie Temke
Account Manager
LexisNexis

RE: Lexis Nexis-Public Defender

From : Michael Garza <michael.garza@da.co.hidalgo.tx.us> Thu, Apr 03, 2014 10:04 AM
Subject : RE: Lexis Nexis-Public Defender
To : 'rocio villarreal' <rocio.villarreal@co.hidalgo.tx.us>
Cc : josephine ramirez <josephine.ramirez@da.co.hidalgo.tx.us>
Reply To : michael garza <michael.garza@da.co.hidalgo.tx.us>

Rocio,

I have reviewed the Amendment regarding the contract with Lexis-Nexis and approve it as to form. Please note that the Amendment is for over three years and will automatically renew after the initial term for consecutive 1 year periods. The Amendment may be canceled by providing written notice at least 30 days before the expiration of the initial term or any subsequent renewal period.

Please contact me if you have any questions or concerns.

Michael Garza
Assistant Criminal District Attorney
Contracts and Civil Litigation Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3824
(956) 318-2079 FAX
michael.garza@da.co.hidalgo.tx.us

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****

From: Josephine L. Ramirez [mailto:josephine.ramirez@da.co.hidalgo.tx.us]
Sent: Thursday, April 03, 2014 8:39 AM
To: michael.garza@da.co.hidalgo.tx.us
Subject: FW: Lexis Nexis-Public Defender

Michael,

Can you please review this agreement. Its past due.

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

****
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****

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Thursday, March 20, 2014 11:38 AM
To: josephine ramirez
Cc: Patricia Loya
Subject: Lexis Nexis-Public Defender

Ms. Josie:

The Public Defender's Office have requested for your legal review and approval as to form on the attached Lexis Nexis agreement.

If you have any questions please feel free to contact me.

Thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

LexisNexis®

SCHEDULE A

Investigative Portal
(Per User Subscription)

Agency (Customer) Name:	**HIDALGO COUNTY SHERIFFS DEPARTMENT**
Billgroup #:	**119NBW**
LN Account Manager:	**Jackie Koski**

This Schedule A sets forth additional or amended terms and conditions for the use of the Investigative Portal services ("LN Services"), as set forth in the services agreement between Customer and LN or LN's affiliate(s) for the LN Services ("Agreement"), to which this Schedule A is incorporated by reference. The LN Services herein shall be provided by LexisNexis Risk Solutions FL Inc. ("LN"). The services set forth in this Schedule A are non-FCRA Services.

1. SCHEDULE A TERM
The term of this Schedule A will be 12 months beginning 04/01/2014 (the "Initial Term"), and shall automatically renew for additional periods of twelve (12) months (each one, a "Renewal Term"), unless a party provides written notice of termination to the other at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. If an account is activated after the first day of a calendar month, charges will not be pro-rated.

2. FEES
2.1 User Fees: The following table (the "Price Table") describes the agreed upon user fees (the "User Fees"):

PRICE TABLE		
Monthly Minimum Users:		**3**
Standard Features Fee:		**$244.00**
Premium Features Fee:	N/A	**$0.00**
Total Monthly User Fees (per user):		**$244.00**
Total Monthly Minimum Amount:		**$732.00**

All of the searches and reports included in the Price Schedule are referred to as the "Features". The total User Fees include unlimited access to all Features. User Fees shall be due each month for: (i) any user ID upon which any search occurs during a calendar month; and (ii) any user ID activated on Customer's account which was not used to perform any searches and is not suspended or terminated by the close of business on the last day of such month. At the end of each twelve-month period User Fees will be increased 3%

2.3 Payment Amount: Customer shall pay to LN each month the greater of (i) total User Fees or (ii) the total monthly minimum amount(s) as specified in the Price Table.

3. EXPIRATION
Unless otherwise accepted by LN, the terms herein are valid if the Schedule A is signed by the Customer and received by LN on or before 05/09/2014.

4. CONFIDENTIAL INFORMATION
This Schedule A contains confidential information of LN. Customer acknowledges that the disclosure of such information could cause competitive harm to LN, and as such, Customer agrees to maintain Schedule A in trust and confidence and take reasonable precautions against such disclosure to any third party.

AGREED TO AND ACCEPTED BY: HIDALGO COUNTY SHERIFFS DEPARTMENT

Signed: _____

Name: _____

Title: _____

Date: _____

Fax all pages of the completed Schedule A to your Account Manager
Investigative Portal (Per User Subscription)

Investigative Portal
(Updated 5/1/2012)

Core Product Feature List (Pricing is per search / report unless otherwise indicated)

PRICE SCHEDULE	
FEATURES	**PRICE**
Advanced Sexual Offender Search	--
Aircraft Registrations (charged if record returned)	--
Bankruptcies	--
Comprehensive Business Report	--
Comprehensive Location Report	--
Comprehensive Person Report	--
Concealed Weapon Permits	--
Criminal Records	--
D&B FEIN	--
D&B DUNS Minority and Women-Owned Businesses	--
D&B Global Market Identifiers	--
DEA Registrants	--
Death Records	--
Deaths & Obituaries in the News	--
Driver Licenses (charged if record returned)	--
Experian Business Reports	--
FAA Pilots	--
Federal Civil & Criminal Docket Summaries	--
Firearms & Explosives	--
Hoover's Company Capsules	--
Hunting and Fishing Licenses	--
Judgments & Tax Liens	--
LexisNexis® Corporate Affiliations™	--
Marriage & Divorce Records (charged if record returned)	--
Mergerstat	--
Military Personnel (archived)	--
Mortgage & Financial Service Sanctions	--
Motor Vehicle Registrations (charged if record returned)	--
Negative News	--
OFAC & Other Watch Lists	--
Official Records	--
People and Businesses in the News	--
Phone & Reverse Phone Lookup (charged if record returned)	--
Professional Licenses	--
Real Property (Assessments, Deeds & Mortgages) (charged if record returned)	--
SEC Filings	--
Secretary of State Filings	--
Sexual Offenders	--
Standard & Poor's Corporate Descriptions Plus News	--
State Civil & Criminal Filings	--
Statewide Public Records Business Search (charged if record returned)	--
Statewide Public Records Person Search (charged if record returned)	--

Fax all pages of the completed Schedule A to your Account Manager

UCC Liens	--
Voter Registrations (charged if record returned)	--

Fax all pages of the completed Schedule A to your Account Manager

Investigative Portal (Per User Subscription)

AI-44108 **Purchasing Department 24. B. 1.**

CC - REGULAR

Meeting Date: 04/29/2014

Submitted For: Norma Longoria, Dir. HC-WIC **Submitted By:** Sandra Montalvo, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Recommending award of bid and approval of contract document to sole responsible vendor submitting the lowest bid (Stanbio, Inc.) and meeting all specifications/requirements as attached hereto for Hidalgo County WIC Program project titled: "Purchase of Microcuvetttes " RFB:2014-071-04-09-SMA.

BACKGROUND

1. Current Contract Expires 03/29/14
2. Contract to commence on 4/29/14 ending 4/28/16
3. Contract reviewed and approved by legal counsel.

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1292-441-00-350-001-4-604

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

BUDGETARY IMPACT:

Funds available as of 4/23/14.

Attachments

Depts Recommendation, Participation, Tabulation

backup

Contract

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/22/2014 02:05 PM
Budget & Management	Debbie Tamez	04/22/2014 04:25 PM
Glinda Pacheco	Glinda Pacheco	04/23/2014 03:30 PM
Auditor's Office	Monica Badillo	04/25/2014 05:30 PM

Form Started By: Sandra Montalvo Started On: 04/15/2014

Final Approval Date: 04/25/2014

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

MEMORANDUM

(Departments Recommendation)

TO: **Norma Longoria, Director**
Hidalgo County WIC Program

Attn: **Mague Gonzalez, Adm. Asst.** **Vía email:** mague.gonzalez@wic.co.hidalgo.tx.us

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Dept.

DATE: **April 9, 2014**

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2014-071-04-09-SMA- Hidalgo County WIC Program-Purchase of Microcuvettes"

We have received sole-response to the above mentioned project. Refer to enclosed copy of the bid tabulation sheet for your review and recommendation/non-recommendation. Please advice if you wish to proceed with this bid to award or do you wish to reject and re-advertise?

We would like to present your recommendation on the next Commissioner's Court Meeting: therefore, we need your response April 17, 2014 @ 10:00 a.m. or if possible earlier. Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to (956) 318-2629 or via email to: sandra.montalvo@co.hidalgo.tx.us

☒ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT#: 4.1292.441.00.350.001.4.604

Recommendations/Concerns: Please award bid to Stanbio Inc.

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4865. Thank you for your attention and cooperation to this matter.

Norma Longoria	Norma Longoria	WIC	4/11/14
AUTHORIZED SIGNATURE	**PRINTED NAME**	**DEPARTMENT**	**DATE**

Enclosures

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG

BID OPENING DATE: April 09, 2014 | **BID OPENING TIME: 9:30 A.M.**

DEPARTMENT/BID DESCRIPTION: ***Hidalgo County WIC Program-Purchase of Microcuvettes***

BID NO.: 2014-071-04-09-SMA | **Buyer: Sandra Montalvo**

	NAME OF VENDOR COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (if applicable) OR INITIALS OF STAFF	DATE	MAILING ADDRESS, PHONE No & E-MAIL ADDRESS
1.	HEMO CUE, INC. Attn: Jodi Tucker	EM	Sandra Montalvo	03/24/14	40 EMPIRE DR. LAKE FOREST, CA 92630 (O) 800-881-1611 (F) 949-859-3080 Jodi@hemocue.com
2.	STANBIO LABORATORY Attn: Pat Breheny	BLM/EM	Sandra Montalvo	03/24/14	1261 North Main Street Boerne, Tx 78006 866-249-0772 Tel: 830.249.0772 210-381-1305 cell 830-249-0851 fax patbreheny@stanbio.com
3.	HENRY SCHEIN Attn: Hector Rodriguez	EM	Sandra Montalvo	03/24/14	28 Fresno Drive Edinburg, Tx 78539 956-457-3111 (cell) 956-380-6968 (fax) hector.rodriguez@henryschein.com
4.	MOORE MEDICAL LLC Attn: Tia Zarnetske	EMR	Sandra Montalvo	03/26/14	1690 New Britain Avenue Farmington, CT 06032-3361 Tel: 800.234.1464; Ext. 5452 Fax: 877-354-5916 tia.zarnetske@mooremedical.com
5.	HPC RX HOSPITAL PHARMACEUTICAL CONSULTING Attn: Juliette Cantu	EMR	Sandra Montalvo	03/26/14	5100 Commerce Way, Ste 5100 San Antonio, TX78218 T: (210) 979-3362 F: (210) 979-3398 juliette@hpcrx.com
6.	W E SUPPLY INC. Attn: Charles Morris	EMR	Sandra Montalvo	03/27/14	3207 Lake Island Dr. Montgomery, TX 77356 281-500-9059 charles.morris@wesupplymedical.com
7.	UTECH Products, Inc. Attn: Mohammed Imthiyaz	EMR	Sandra Montalvo	04/01/14	135 Broadway Schenectady, NY 12305 Tel: 518-831-8000 (Opt 5) Ext 8239 Fax: 518-489-3772 Web: www.utechproducts.com mimthiyaz@utechproducts.net
8.	**PRODUCTS UNLIMITED, INC.** **Attn:** Rebekah Enright	EMR	Sandra Montalvo	04/07/14	(800)865-4683 x 108 (940)648-3407 fax Rebekah@products-unlimited.com

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL REQUEST (EMR)

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

HIDALGO COUNTY WIC PROGRAM-*"Purchase of Microcuvettes"*

BID NO: 2014-071-04-09-SMA

BID OPENING DATE: April 09, 2014 | BID OPENING TIME: 9:30 A.M.

PARTICIPATING VENDORS		Addendum No. 1	*Item No.*	*Quantity*	*Unit Price*	*Total Cost*
1.	**STANBIO LAB.**	emailed	3015-200	200 bx ct	$0.74	$148.00/per bx of 200 test
2.						
3.						
4.						
5.						

RE: C-14-071-04-22-Stanbio Laboratory

From : Steve Crain <scrain@atlashall.com> Tue, Apr 15, 2014 04:15 PM
Subject : RE: C-14-071-04-22-Stanbio Laboratory
To : 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

The agreement is fine.

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Tuesday, April 15, 2014 3:41 PM
To: Steve Crain
Subject: C-14-071-04-22-Stanbio Laboratory

Mr. Crain

Can you please review and approve as to form.

Thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

REQUIREMENTS AGREEMENT
C-14-071-04-29

THIS AGREEMENT (the "Agreement") is entered into as of the 29th day of March, 2014 by and between EKF Diagnostics, Inc. dba Stanbio Laboratory, LP, ("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of **"Purchase of Microcuvettes"**, 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 two years; 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 an 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 **"Purchase of Microcuvettes,"** in the areas of Hidalgo County projects for a period of two (2) year commencing April 29, 2014 and ending April 28, 2016 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 contract upon thirty (30) days written notice at any time for any reason or no reason at all.

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
1615 S. Closner, Suite J
Edinburg, Texas 78539

If to Seller:
EKF Diagnostics, Inc. DBA Stanbio Laboratory, LP
Attention: Edward J. Hitchler, Chief Financial Officer
1261 N. Main Street
Boerne, TX 78006

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.** Seller 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.

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

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a purchase 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 purchase requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.

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

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

APPROVED BY COMMISSIONERS COURT ON,_____.

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

By_____

HIDALGO COUNTY

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

EKF DIAGNOSTICS, INC. DBA STANBIO LABORATORY, LP

By:_____

Printed Name:_____

Title:_____

EXHIBIT "A"

REQUEST FOR BID (RFB) PROCUREMENT PACKET

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

March 24, 2014

_____
Bidder's name

_____
Address

_____
City

_____
State, Zip Code

Re: **Hidalgo County WIC Program**
Request for Bids -**"Purchase of Microcuvettes"**
Bid No: **2014-071-04-09-SMA**

Dear Gentleman/Ladies:

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

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

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

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma
Enclosures

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

REQUEST FOR BID (RFB)

HIDALGO COUNTY WIC PROGRAM

"Purchase of Microcuvettes"

Bid No: 2014-071-04-09-SMA

TABLE OF CONTENTS

Item	Description	No. of Pages
1.	Request for Bids, Letter	1
2.	Request for Bids, Legal Notice	8
3.	Exhibit A, Requirements/Specifications	2
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 Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

March 24, 2014
Date

LEGAL NOTICE

REQUEST FOR BIDS

Hidalgo County WIC Program

"Purchase of Microcuvettes"

Bid No: 2014-071-04-09-SMA

Bid No: 2014-071-04-09-SMA	Buyer: Sandra Montalvo	Tel. No: (956) 318-2626 x 4865

REQUEST FOR BIDS

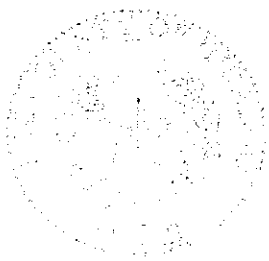
Hidalgo County WIC Program

"Purchase of Microcuvettes"

BID OPENING DATE: April 09, 2014@ 9:30 a.m.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281 - Administration Building
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas 78539
956-318-2626



1. Sealed bids will be received for ***"HIDALGO COUNTY WIC PROGRAM-PURCHASE OF MICROCUVETTES"*** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **ONE (1) ORIGINAL AND THREE (3) COPIES** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package:**"BID:2014-071-04-09-SMA-*HIDALGO COUNTY WIC PROGRAM- PURCHASE OF MICROCUVETTES"*** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281,mailing address 2812 S. Business 281 New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, April 09, 2014.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO*"RFB-2014-071-04-09-SMA-HIDALGO COUNTY WIC PROGRAM- PURCHASE OF MICROCUVETTES".*

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A.) separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C.) award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Any shipping costs are to be F.O.B., destination. (vendor pays all shipping cost and remains responsible until County takes procession)

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 of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- **Invoices must include:**
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation–**"HIDALGO COUNTY WIC PROGRAM–*PURCHASE OF MICROCUVETTES*"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  e) Contract number must be indicated on all invoices.

- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Hidalgo County WIC Program
Attn: Margarita Gonzalez
3105 W. University Dr.
Edinburg, TX. 78539
(956) 381-4646

17. SCHEDULE OF EVENTS

Bid Opening at 9:30 a.m.	**APRIL 09, 2014**
Award of Contract	
Commence Work or Deliver Products	

18. BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT (if applicable):

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if Applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

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

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **DISCLOSURE OF CONFLICT OF INTEREST:**

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. ***Vendors hereby assigns to purchaser any and all claims for overcharges associated with this contract which arises under the antitrust laws of the United States, 15 USCA, Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Bus. & Com. Code, Section 15.01, et. seq.***

30. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

31. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For
HIDALGO COUNTY WIC PROGRAM
"PURCHASE OF MICROCUVETTES"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS

REQUEST FOR BIDS

Hidalgo County WIC Program

"Purchase of Microcuvettes"

Bid No: 2014-071-04-09-SMA

EXHIBIT "A"
SPECIFICATIONS/REQUIREMENTS
Hidalgo County WIC Program
"Purchase of Microcuvettes"
BID No. 2014-071-04-09-SMA

Hidalgo County WIC Program is accepting bids from vendors selling original equipment manufacturers. All items will be on an "**as-needed basis only**" there is no guaranteed annual volume.

SCOPE
The successful supplier shall furnish and deliver, fob inside, to the WIC Program, products and/or services listed below until all items ordered prior to the expiration date have been satisfactorily delivered and accepted.

SPECIFICATIONS/REQUIREMENTS/:
1. Hemoglobin Microcuvettes must be a plastic sampling device containing sodium desoxycholate, sodium azide and sodium nitrate.

2. Delivery must be made within five (5) days maximum from the date order is placed.

3. Providing original manufacturer items.

4. Stock the necessary material in order to be able to provide any item within 24 hours as an Emergency.

5. **SAMPLES MUST BE SUBMITTED WITH BID.**

6. Open vials to have shelf life of approximately 90 days and unopened vials to have shelf life of approximately two (2) years.

7. Microcuvettes must be compatible with the Alere H2-Hemoglobin Test Systems or comparable testing machine, which is used in all WIC clinics sites.

8. Must have the capability to store dry at a room temperature (59-86 degree F, 15-30 C.)

9. The CLIA waived Alere H2-Hemoglobin test system Microcuvettes. Any modifications by the laboratory to the test system or the FDA approved test system instructions will result in the test no longer meeting the requirements for waived testing.

TERMS & CONDITIONS:
1. Term of contract is for two (2) years period with County's option to extend the contract for an additional year.

2. 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.

3. County will seek purchases from state awarded vendors whenever it is, its best interest to do so.

4. 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.

5. Hidalgo County reserves the right to award to multiple vendors if the County determines it is in its best interest to do so.

6. Any contract awarded to a successful bidder will be in effect until;
    a) The contract expires
    b) Delivery acceptance of products and/or performance of services ordered, or
    c) Terminated by County with thirty (30) days written notice prior to be cancellation.

7. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in its best interest to do so.

8. Have been in business for at least two years.

ADDITIONAL INFORMATION:

All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

Hidalgo County is requesting that any and all questions, inquires and clarifications regarding bids, or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Hwy. 281, Edinburg, Tx 78539

ALL WRITTEN INQUIRIES WILL BE ACCEPTED via e-mail to sandra.montalvo@co.hidalgo.tx.us by no later than Wednesday, APRIL 02, 2014 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via email by no later than Friday, APRIL 04, 2014 by 5:00 p.m.

EXHIBIT "B"

BID PAGE

Hidalgo County WIC Program

"Purchase of Microcuvettes"

Bid No: 2014-071-04-09-SMA

EXHIBIT "B"
Bid Page
Hidalgo County WIC Program
"Purchase of Microcuvettes"
BID No. 2014-071-04-09-SMA

Unit price for Microcuvettes as requested, but not limited to, in the Specifications as listed in Exhibit "A" of this document and under the terms and conditions described for the following, **FOB Edinburg, TX.**

Description of Products	Quantity	Unit Price	Total Cost
Microcuvettes	_____/box	$	$

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO'S: _____

CELLULAR NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE _____

EXHIBIT "C"

INSURANCE REQUIREMENTS

Hidalgo County WIC Program

"Purchase of Microcuvettes"

Bid No: 2014-071-04-09-SMA

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.

Revised 03/11/11

EXHIBIT "C"
Insurance Requirements

ACORD	CERTIFICATE OF INSURANCE	DATE (MM/DD/YY)
PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	
INSURED	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PER & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – 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					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES AUTHORIZED REPRESENTATIVE

SAMPLE

EXHIBIT "C"
Insurance Requirements
Acknowledgement

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

EXHIBIT "C"

Insurance Requirements

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I_____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bond (if applicable)_____
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds (if applicable), certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

THIS FORM MUST ACCOMPANY BID PACKET

EXHIBIT "D"

CIQ FORM
CONFLICT OF INTEREST QUESTIONNAIRE

Hidalgo County WIC Program

"Purchase of Microcuvettes"

Bid No: 2014-071-04-09-SMA

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity — Date

Adopted 06/29/2007

VENDOR'S APPLICATION

&

W-9 FORM

Hidalgo County WIC Program

"Purchase of Microcuvettes"

Bid No: 2014-071-04-09-SMA

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)

☐ ess than 125,000 annual gross receipt
☐ ss than 250,000 annual gross receipt
☐ ss than 499,000 annual gross receipt
☐ re than 500,000 annual gross receipt

☐ Black American
☐ Hispanic American
☐ Asian Pacific American
☐

☐ Native American
☐ Women
☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____ Entry Date: _____ Vendor No.:

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

If yes, by whom?: Texas Building & Procurement Commission Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ---------- ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ - ___ - ____

or

Employer identification number
___ - _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

CERTIFICATION REGARDING DEBARMENT

Hidalgo County WIC Program

"Purchase of Microcuvettes"

Bid No: 2014-071-04-09-SMA

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"

BID PAGE

OPENED
4/9/14
9:36 am
Witnessed

EXHIBIT "B"revised
Bid Page
Hidalgo County WIC Program
"Purchase of Microcuvettes"
BID No. 2014-071-04-09-SMA

Unit price for Microcuvettes as requested, but not limited to, in the Specifications as listed in Exhibit "A" of this document and under the terms and conditions described for the following, **FOB Edinburg, TX.**

Description of Products	Item No.	Quantity	Unit Price	Total Cost
Microcuvettes	3015-200	200 box ct	$ .74¢ a test	$ 148.00 /per box of 200 tests

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: Stanbio Laboratory
ADDRESS: 1261 N. Main Street
CITY/STATE/ZIP CODE: Boerne, TX 78006
PHONE & FAX NO'S: 830-249-0772 FAX 830-249-0851
CELLULAR NO:
E-MAIL ADDRESS: Pbrehemy@Stanbio.com
AUTHORIZED SIGNATURE:
PRINTED NAME: Edward J. Hitchler
TITLE Chief Financial Officer

EXHIBIT "C"

CERTIFICATE OF INSURANCE

Client#: 934493 STANBLAB

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/04/2014

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	CONTACT NAME: Linda Michael	
USI Insurance Services LLC 7550 IH-10 West, Suite 700 San Antonio, TX 78229 210 366-0671	PHONE (A/C, No, Ext): 210 366-0671	FAX (A/C, No): 210 524-2087
	E-MAIL ADDRESS: linda.michael@usi.biz	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Federal Insurance Company	20281
INSURED EKF Diagnostics, Inc. DBA Stanbio Laboratory, LP 1261 N. Main St. Boerne, TX 78006	INSURER B : Texas Mutual Insurance Company	22945
	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			3578-60-26	05/05/2013	05/05/2014	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
								$
A	AUTOMOBILE LIABILITY			7356-75-97	05/05/2013	05/05/2014	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB OCCUR			7981-24-69	05/05/2013	05/05/2014	EACH OCCURRENCE	$4,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$4,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			TSF0001224217	05/05/2013	05/05/2014	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N	N/A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

The General Liability policy includes automatic Additional Insured status if required by written contract.

Hidalgo County is additional insured on General Liability as required by contract.

CERTIFICATE HOLDER

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB
Purchasing Agent
2802 S. Bus. Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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LXLHZ

AI-44253 **Purchasing Department 24. C. 1.**

CC - REGULAR

Meeting Date: 04/29/2014

Submitted By: Nielda Cavazos,
PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional architectural services.

B. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional architectural services for (Pct No. 2 Lopezville Park project

Evaluators	Milnet Architectural Services	ROFA Architects	ERO International
Scores	88	96	97
Ranking			

C. Authority for the Purchasing Department to negotiate a professional architectural services contract with the No. 1 ranked firm of _____ for architectural services for (Pct No. 2 Lopezville Park project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-452-00-122-008-0-xxx

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

BUDGETARY IMPACT:

Precinct will identify funding

Available balance as of 4-25-14 for possible funding sources:
334 $ 2,806.79
739 $91,924.91

Attachments

grid

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	04/24/2014 04:46 PM
Budget & Management	Debbie Tamez	04/25/2014 11:42 AM
Manuel Chapa	Manuel Chapa	04/25/2014 02:30 PM
Auditor's Office	Monica Badillo	04/25/2014 05:30 PM

Form Started By: Nielda Cavazos Started On: 04/24/2014 02:36 PM

Final Approval Date: 04/25/2014

HIDALGO COUNTY PRECINCT NO 2

FOR

Architects Services

Pct No. 2 Lopezville Park Project

Scoring & Evaluation GRID

Architects Services

Evaluator	Milnet Architectural Services	ROFA Architects	ERO International, LLP
Score	88	96	97
RANKING			

*Scoring & Evaluation was completed by Pct No 2 *

AI-44256 **Purchasing Department 24. C. 2.**

CC - REGULAR

Meeting Date: 04/29/2014

Submitted For: Commissioner Hector Palacios **Submitted By:** Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Requesting acceptance and approval of Work Authorization No. 6 (with an estimated cost of $7,197.14) as submitted by Raba Kistner, Inc., Contract# C-13-351-01-21, for Construction Material Testing services for the Gearhart Drive Paving and Drainage Improvement Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-122-092-0-731

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

BUDGETARY IMPACT:

Funds available through Req#255778 in the amount of $7,197.14 as of 4/24/14 for Raba Kistner, Inc.

Attachments

Work Authorization #6

exhibits

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	04/24/2014 04:42 PM
Budget & Management	Debbie Tamez	04/25/2014 10:08 AM
Glinda Pacheco	Glinda Pacheco	04/25/2014 02:50 PM
Auditor's Office	Monica Badillo	04/25/2014 05:30 PM

Form Started By: Erika Zamora Started On: 04/24/2014 03:27 PM

Final Approval Date: 04/25/2014

Proposal No.: PMD14-046-00 (Revised) **EXHIBIT "D"**
April 17, 2014

RABA KISTNER
CONSULTANTS

Raba Kistner
Consultants, Inc.
800 E. Hackberry
McAllen, TX 78501
www.rkci.com

P 956 :: 682 :: 5332
F 956 :: 682 :: 5487
TBPE Firm F-3257

Mr. Agapito Vargas, Executive Director
Hidalgo County Border Colonial Access Program
301 East State Street
Pharr, Texas 78577

RE: Construction Materials Observation and Testing Services
Hidalgo County Precinct No. 2 Gearhart Drive Paving & Drainage Improvements
Alamo, Hidalgo County, Texas

Dear Mr. Vargas:

Raba Kistner Consultants, Inc. (RKCI) is pleased to have been selected to provide Construction Materials Observation and Testing Services for the above referenced project.

Our opinion of revised probable cost of services for this project is **$7,197.14.**

Our revised proposed scope of services and estimated item quantities are based upon our interpretation of the project drawings and specifications received via electronic-mail attachment from Ms. Yoli M. Cisneros, Administrative Assistant II with Hidalgo County Precinct No. 2, on Thursday, March 27, 2014, and the telephone request made by Ms. Cisneros on Thursday, April 10, 2014, are without the aid of the general contractor's schedule. The scope and quantity of services provided will be dependent upon the actual services required/requested by you and/or your representatives. Charges will be assessed only for actual services rendered. All services authorized or requested by you and/or your representatives in excess of the quantities of observation and testing services shown herein will be charged at the appropriate unit rate for such services. Charges will be invoiced on a monthly basis and will show a computerized composite total of services rendered for each service category.

Invoices will be submitted monthly for work in progress in our standard format. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Dallas County, Texas 75397-1037. All parties hereby agree that this contract upon acceptance will be performable in Hidalgo County, Texas. In the event that the State of Texas legislates a sales tax on professional services, the amount of tax applicable will be added to the appropriate service rate charged by **RKCI.**

We appreciate the opportunity of submitting this proposal and look forward to working with you during the construction of this project. Please return one signed copy of this letter proposal to provide written authorization for our firm to commence work on the services outlined herein. Please complete the attached Project Data Sheet for invoicing and reporting information.

Very truly yours,

RABA KISTNER Consultants, Inc.

Dennis C. Charkow
Supervisor, CME

DCC/rs
Attachments: Basic Charges

Copies submitted: Above (1)

Accepted By _____
(Signature)

_____
(Typed or Printed Name)

_____
(Title)

Date _____

BASIC CHARGES

1. A vehicle travel charge will be assessed for round trip travel from our office to the project site, material supplier, etc. and back to our office. The charges for travel from our office to the project site and return to our office will be as follows:

   Travel Time (round trip) ..... 1.00 /hour(s)

   Vehicle Trip Charge ..... $ 45.00/trip

2. Service Charges are based on the hourly rates stated herein and will be assessed from the time the Engineer or Technician leaves our office until he returns from the project.

3. Any engineering and/or technical services provided on Saturday, Sunday and all work in excess of "normal" work hours, as stated herein, Monday through Friday, will be charged at an overtime rate of 1.5 times the appropriate hourly rate. Our total cost of services is based upon the assumption most services will be provided during "normal" work hours. Providing an excessive amount of services during days and/or hours requiring overtime rates may significantly increase the total cost of services shown herein.

4. "Normal" work hours are between 7:00 a.m. and 6:00 p.m., including travel time to and from the site unless stated otherwise. Overtime charges will be assessed after eight (8) continuous hours of service rendered during "normal" work hours.

5. Minimum of 2 hours billing per visit to project site.

6. A ten (10) percent project management and administration cost will be added to all invoices.

7. Our opinion of probable cost for each proposal to be submitted is based upon an estimate of the construction materials observation and testing services required to meet the project requirements. Because the general contractor has control over the project and determines the means and methods used to build/construct the project, our proposed scope of services is an estimate. On the basis of the general contractor's schedule, potential retesting of non-compliance items, weather related issues, the actual total services and fees may be higher or lower than the estimates in our proposal. **RKCI** will keep you CLIENT appraised of our billings in comparison to our opinion of probable cost (project budget) over the life of the project. All tests noted as retests of previously non-complaint areas will be billed to the CLIENT. **RKCI** will invoice these tests separately to allow CLIENT to segregate the charges from our normal charges. This will allow CLIENT to back charge the general contractor as necessary. CLIENT will be responsible for payment of all services rendered by **RKCI** for the project.

8. **RKCI** will utilize the on-site initial field curing facilities provided by the contractor. The cost of providing and maintaining these initial curing facilities is not included in our proposal.

CONSTRUCTION MATERIALS TESTING UNIT RATES
Hidalgo County Precinct No. 2 Gearhart Drive Paving & Drainage Improvements
Alamo, Hidalgo County, Texas

SERVICE	UNIT RATE		QUANTITY	TOTAL
Earthwork:				
1. Moisture-Density Relationship (Proctor)	$214.75	each	3	$644.25
2. Atterberg Limits Determinations (P.I.) (ASTM/AASHTO)	$78.25	each	5	$391.25
3. Sieve Analysis -200	$53.00	each	3	$159.00
4. Sieve Analysis - Flexible Base Material	$53.00	each	1	$53.00
5. Technician Time Sampling	$46.00	hour	6	$276.00
6. Lime Series Curve Determination Including Five pH Determinations	$385.00	each	1	$385.00
7. Wet Ball Mill	$220.00	each	2	$440.00
8. Field Density Test - Gearhart Drive	$19.75	each	18	$355.50
9. Technician Time - Density Testing - Gerarhart Drive	$46.00	hour	12	$552.00
10. Vehicle Travel Charge	$45.00	trip	10	$450.00
Subtotal				**$3,706.00**
Concrete:				
1. Concrete Compressive Strength Tests	$14.50	each	20	$290.00
2. Technician Time - Concrete Testing	$46.00	hour	8	$368.00
3. Air Content of Concrete	$27.00	each	4	$108.00
4. Technician Time - Pick-Up of Specimen(s)	$46.00	hour	6	$276.00
5. Vehicle Travel Charge	$45.00	trip	5	$225.00
Subtotal				**$1,267.00**
Asphalt				
1. Asphaltic Concrete Laydown Observation	$55.00	hour	8	$440.00
2. Asphaltic Concrete Coring - **3 Cores** Technician Time and Equipment and Hole Patching				
a. Two Men	$94.50	hour	4	$378.00
b. Coring Rig	$105.75	day	1	$105.75
c. Generator	$89.25	day	1	$89.25
d. Bit Wear - Quartz Aggregate (River Gravel)	$4.95	in.-in.	18	$89.10
e. Core Hole Patch	$5.25	each	3	$15.75
3. Extraction, Gradation, Bitumen Content and Laboratory Density of Asphaltic Concrete	$265.00	each	1	$265.00
4. Maximum Theoretical Specific Gravity of Asphalt	$97.00	each	1	$97.00
5. Vehicle Travel Charge	$45.00	trip	2	$90.00
Subtotal				**$1,569.85**
Other:				
1. Project Administration(Markup of Invoiced Billing Cycle)	10%			$654.29
Subtotal				**$654.29**
		GRAND TOTAL		**$7,197.14**

PROJECT DATA SHEET

Project Name: _____

Client Project No: _____ **Purchase Order No.:** _____

Invoicing Information: Company Name: _____

Address: _____

_____

Attention: _____

Report Distribution Information (Please provide required report distribution and requested number of copies of each)

No. Copies ( ) _____

_____

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Contact: _____ e-mail: _____
Phone No.: _____ Fax No.: _____

No. Copies ( ) _____

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Contact: _____ e-mail: _____
Phone No.: _____ Fax No.: _____

No. Copies ( ) _____

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Contact: _____ e-mail: _____
Phone No.: _____ Fax No.: _____

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Contact: _____ e-mail: _____
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Contact: _____ e-mail: _____
Phone No.: _____ Fax No.: _____

HIDALGO COUNTY

Professional Construction Material Testing laboratory Services
Agreement # C-13-351-01-21.
Work Authorization Form

WORK AUTHORIZATION NO. 6

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioners' Court**, hereinafter called the **"Owner,"** and, RABA KISTNER Consultants, Inc. Professional Laboratories of McAllen, Texas, hereinafter called **"Laboratory".**

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Laboratory to provide Construction Material Testing for the Precinct No. 2 Gearhart Drive Paving & Drainage Improvements – Alamo, Hidalgo County, Texas.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Laboratory** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Laboratory*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for the services under this Work Authorization is $7,197.14. This amount is based upon the costs outlined in the Estimated Cost Proposal hereto as ***EXHIBIT "D"***.

PART 3. PAYMENT

Compensation and payment to the Laboratory for the services established under this Work Authorization shall be made in accordance with Article 4 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 6 shall be funded through funding source:

Account No. 4-1200-431-00-122-092-0-731

Requisition Number 255778 (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

WA 6

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No 2 Commissioner Hector "Tito" Palacios as to content and detail of this Work Authorization No 6.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO 2

BY: _____

PART 8 ACCEPTANCES AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2011.

THE LABORATORY:
RABA KISTNER Consultants, Inc.

_____
BY: Dennis C. Charkow

THE OWNER:
HIDALGO COUNTY

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

EXHIBIT "A"

SCOPE OF SERVICES TO BE PROVIDED BY THE COUNTY

EXHIBIT "A"

Services to be Provided by County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Laboratory the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

EXHIBIT "B"

SCOPE OF SERVICES TO BE PROVIDED BY THE LABORATORY

Exhibit "B"

Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing Geotechnical Laboratory services, Construction Materials Testing Services, Construction Observation Services and Environmental Services for: Hidalgo County Precinct No. 2 Projects, **"ON A AS NEEDED BASIS"** and projects is as follows:

A. Preliminary Phase:

1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
2) Provide for the necessary geotechnical investigation and testing necessary to develop design.
3) Provide environmental studies as may be necessary to complete a project.
4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
3) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
5) Provide assistance to the OWNER in providing pavement rehabilitation recommendation for the design, construction and maintenance projects.
6) Provide assistance to the OWNER in providing pavement condition studies.
7) Furnish the OWNER all necessary report for preliminary design, design, and construction and maintenance projects.

C. Construction/Maintenance Phase:

1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed

construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.

2) Consult and advise with the OWNER during construction.
3) Provide construction materials testing for construction and maintenance project as required by the project plans and specifications and/or specified by the project design Laboratory.
4) Review all material designs as requested by the OWNER and/or project design Laboratory.
5) Furnish the OWNER all necessary reports for construction and maintenance projects.
6) Provide construction observation services as requested by the OWNER on construction and maintenance projects.

D. Miscellaneous/Other:

1) Act for Owner in professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
2) Perform all technical services under the general direction of a Licensed Professional Laboratory in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society for Testing and Materials, where applicable, or other standards designated by County.
3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devices of accuracy traceable to the National Institute for Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.
4) Promptly submit formal construction materials testing reports for all tests, observations and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which tests were made.
5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.
6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

NOTE: Change in and/or additional services to Scope will require prior approval from Owner prior to undertaking.

AI-44265 **Purchasing Department 24. C. 3.**

CC - REGULAR

Meeting Date: 04/29/2014

Submitted For: Commissioner Hector Palacios **Submitted By:** Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Requesting acceptance and approval of Work Authorization No. 7 (with an estimated cost of $7,592.70) as submitted by Raba Kistner, Inc., Contract# C-13-351-01-21, for Construction Material Testing services for the Pct 2 Moore Road Paving and Drainage Improvement Project.

BACKGROUND

Project is in Pct 1

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-122-096-0-731

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

BUDGETARY IMPACT:

Funds pending approval of AI#44266 on agenda 4/29/14.

Attachments

Work Auth #7

D

exh

Form Review

Inbox	Reviewed By	Date
Erika Zamora	Erika Zamora	04/25/2014 02:01 PM
Purchasing Department	Darlene Betancourt	04/25/2014 04:39 PM
Budget & Management	Debbie Tamez	04/25/2014 04:46 PM
Glinda Pacheco	Glinda Pacheco	04/25/2014 05:02 PM
Auditor's Office	Monica Badillo	04/25/2014 05:30 PM

Form Started By: Erika Zamora Started On: 04/24/2014

Final Approval Date: 04/25/2014

HIDALGO COUNTY

Professional Construction Material Testing laboratory Services
Agreement # C-13-351-01-21.
Work Authorization Form

WORK AUTHORIZATION NO. 7

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioners' Court**, hereinafter called the **"Owner,"** and, RABA KISTNER Consultants, Inc. Professional Laboratories of McAllen, Texas, hereinafter called **"Laboratory".**

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Laboratory to provide Construction Material Testing for the Precinct No. 2 Moore Road Paving Project – Alamo, Hidalgo County, Texas.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Laboratory** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Laboratory*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for the services under this Work Authorization is $7,592.70. This amount is based upon the costs outlined in the Estimated Cost Proposal hereto as ***EXHIBIT "D"***.

PART 3. PAYMENT

Compensation and payment to the Laboratory for the services established under this Work Authorization shall be made in accordance with Article 4 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 7 shall be funded through funding source:

Account No.

Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

WA 7

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No 2 Commissioner Hector "Tito" Palacios as to content and detail of this Work Authorization No __7__.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO 2

BY: _____

PART 8 ACCEPTANCES AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2011.

THE LABORATORY:
RABA KISTNER Consultants, Inc.

_____
BY: Dennis C. Charkow

THE OWNER:
HIDALGO COUNTY

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

RABA KISTNER
CONSULTANTS

Raba Kistner
Consultants, Inc.
800 E. Hackberry
McAllen, TX 78501
www.rkci.com

P 956 :: 682 :: 5332
F 956 :: 682 :: 5487
TBPE Firm F-3257

Proposal No.: PMD14-061-00 **EXHIBIT "D"**
April 25, 2014

Commissioner Hector "Tito" Palacios
Hidalgo County Precinct No. 2
300 West Hall Acres, Suite G
Pharr, Texas 78577

RE: Construction Materials Observation and Testing Services
Hidalgo County Pct. No. 2 Moore Road Paving Project
Alamo, Hidalgo County, Texas

Dear Commissioner Palacios:

In accordance with the Professional Services Agreement C-13-351-01-21 with the County of Hidalgo, executed on January 21, 2014, **Raba Kistner Consultants, Inc. (RKCI)** is pleased to have been selected to provide Construction Materials Observation and Testing Services for the above referenced project.

Our opinion of probable cost of services for this project is **$7,592.70.**

Our proposed scope of services and estimated item quantities are based upon the telephone conversation between Ms. Erika Zamora, Director of Administrative Operations with Hidalgo County Precinct #2, and Mr. Rogelio Sustayta with **RKCI**, on Thursday, April 24, 2014, and are without the aid of the general contractor's schedule. The scope and quantity of services provided will be dependent upon the actual services required/requested by you and/or your representatives. Charges will be assessed only for actual services rendered. All services authorized or requested by you and/or your representatives in excess of the quantities of observation and testing services shown herein will be charged at the appropriate unit rate for such services. Charges will be invoiced on a monthly basis and will show a computerized composite total of services rendered for each service category.

Invoices will be submitted monthly for work in progress in our standard format. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Dallas County, Texas 75397-1037. All parties hereby agree that this contract upon acceptance will be performable in Hidalgo County, Texas. In the event that the State of Texas legislates a sales tax on professional services, the amount of tax applicable will be added to the appropriate service rate charged by **RKCI.**

We appreciate the opportunity of submitting this proposal and look forward to working with you during the construction of this project. Please return one signed copy of this letter proposal to provide written authorization for our firm to commence work on the services outlined herein. Please complete the attached Project Data Sheet for invoicing and reporting information.

Very truly yours,

RABA KISTNER Consultants, Inc.

Dennis C. Charkow
Supervisor, CME

DCC/rs
Attachments: Basic Charges
I- Standard Terms and Conditions
II- Schedules of Fees

Copies submitted: Above (1)

Accepted By _____
(Signature)

_____
(Typed or Printed Name)

_____
(Title)

Date _____

BASIC CHARGES

1. A vehicle travel charge will be assessed for round trip travel from our office to the project site, material supplier, etc. and back to our office. The charges for travel from our office to the project site and return to our office will be as follows:

   Travel Time (round trip) ..... 1.00 /hour(s)

   Vehicle Trip Charge ..... $ 45.00/trip

2. Service Charges are based on the hourly rates stated herein and will be assessed from the time the Engineer or Technician leaves our office until he returns from the project.

3. Any engineering and/or technical services provided on Saturday, Sunday and all work in excess of "normal" work hours, as stated herein, Monday through Friday, will be charged at an overtime rate of 1.5 times the appropriate hourly rate. Our total cost of services is based upon the assumption most services will be provided during "normal" work hours. Providing an excessive amount of services during days and/or hours requiring overtime rates may significantly increase the total cost of services shown herein.

4. "Normal" work hours are between 7:00 a.m. and 6:00 p.m., including travel time to and from the site unless stated otherwise. Overtime charges will be assessed after eight (8) continuous hours of service rendered during "normal" work hours.

5. Minimum of 2 hours billing per visit to project site.

6. A ten (10) percent project management and administration cost will be added to all invoices.

7. Our opinion of probable cost for each proposal to be submitted is based upon an estimate of the construction materials observation and testing services required to meet the project requirements. Because the general contractor has control over the project and determines the means and methods used to build/construct the project, our proposed scope of services is an estimate. On the basis of the general contractor's schedule, potential retesting of non-compliance items, weather related issues, the actual total services and fees may be higher or lower than the estimates in our proposal. **RKCI** will keep you CLIENT appraised of our billings in comparison to our opinion of probable cost (project budget) over the life of the project. All tests noted as retests of previously non-complaint areas will be billed to the CLIENT. **RKCI** will invoice these tests separately to allow CLIENT to segregate the charges from our normal charges. This will allow CLIENT to back charge the general contractor as necessary. CLIENT will be responsible for payment of all services rendered by **RKCI** for the project.

8. **RKCI** will utilize the on-site initial field curing facilities provided by the contractor. The cost of providing and maintaining these initial curing facilities is not included in our proposal.

CONSTRUCTION MATERIALS TESTING UNIT RATES
Hidalgo County Pct. No. 2 Moore Road Paving Project
Alamo, Hidalgo County, Texas

SERVICE	UNIT RATE		QUANTITY	TOTAL
Civil Earthwork:				
1. Moisture-Density Relationship (Proctor)	$214.75	each	3	$644.25
2. Atterberg Limits Determinations (P.I.) (ASTM/AASHTO)	$78.25	each	3	$234.75
3. Sieve Analysis -200	$53.00	each	2	$106.00
4. Sieve Analysis - Flexible Base Material	$53.00	each	1	$53.00
5. Technician Time Sampling	$46.00	hour	6	$276.00
6. Proof Rolling Observation	$46.00	hour	2	$92.00
7. Lime Series Curve Determination Including Five pH Determinations	$385.00	each	1	$385.00
8. Field Density Test - Roadway (Assume 1 Density / 200 ln.ft. of Roadway)	$19.75	each	26	$513.50
9. Technician Time - Density Testing - Roadway	$46.00	hour	16	$736.00
10. Vehicle Travel Charge	$45.00	trip	12	$540.00
Subtotal				**$3,580.50**
Asphalt:				
1. Asphaltic Concrete Laydown Observation	$55.00	hour	24	$1,320.00
2. Field Density Test - Roadway	$19.75	each	8	$158.00
3. Extraction, Gradation, Bitumen Content and Laboratory Density of Asphaltic Concrete	$265.00	each	3	$795.00
4. Maximum Theoretical Specific Gravity of Asphalt	$97.00	each	3	$291.00
5. Asphaltic Concrete Coring: **6 Cores**				
a.) Two Men	$94.50	hour	4	$378.00
b.) Coring Rig	$105.75	day	1	$105.75
c.) Generator	$89.25	day	1	$89.25
d.) Bit Wear - Quartz Aggregate (River Gravel)	$4.95	in.-in.	1	$4.95
6. Vehicle Travel Charge	$45.00	trip	4	$180.00
Subtotal				**$3,321.95**
Other:				
1. Project Administration(Markup of Invoiced Billing Cycle)	10%			$690.25
Subtotal				**$690.25**
			GRAND TOTAL	**$7,592.70**

PROJECT DATA SHEET

Project Name: _____

Client Project No: _____ **Purchase Order No.:** _____

Invoicing Information: Company Name: _____

Address: _____

_____

Attention: _____

Report Distribution Information (Please provide required report distribution and requested number of copies of each)

No. Copies ( ) _____

_____

_____

Contact: _____ e-mail: _____
Phone No.: _____ Fax No.: _____

No. Copies ( ) _____

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Contact: _____ e-mail: _____
Phone No.: _____ Fax No.: _____

No. Copies ( ) _____

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Contact: _____ e-mail: _____
Phone No.: _____ Fax No.: _____

No. Copies ( ) _____

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Contact: _____ e-mail: _____
Phone No.: _____ Fax No.: _____

No. Copies ( ) _____

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Contact: _____ e-mail: _____
Phone No.: _____ Fax No.: _____

EXHIBIT "A"

SCOPE OF SERVICES TO BE PROVIDED BY THE COUNTY

EXHIBIT "A"

Services to be Provided by County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Laboratory the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

EXHIBIT "B"

SCOPE OF SERVICES TO BE PROVIDED BY THE LABORATORY

Exhibit "B"

Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing Geotechnical Laboratory services, Construction Materials Testing Services, Construction Observation Services and Environmental Services for: Hidalgo County Precinct No. 2 Projects, **"ON A AS NEEDED BASIS"** and projects is as follows:

A. Preliminary Phase:

1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
2) Provide for the necessary geotechnical investigation and testing necessary to develop design.
3) Provide environmental studies as may be necessary to complete a project.
4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
3) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
5) Provide assistance to the OWNER in providing pavement rehabilitation recommendation for the design, construction and maintenance projects.
6) Provide assistance to the OWNER in providing pavement condition studies.
7) Furnish the OWNER all necessary report for preliminary design, design, and construction and maintenance projects.

C. Construction/Maintenance Phase:

1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed

construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.

2) Consult and advise with the OWNER during construction.
3) Provide construction materials testing for construction and maintenance project as required by the project plans and specifications and/or specified by the project design Laboratory.
4) Review all material designs as requested by the OWNER and/or project design Laboratory.
5) Furnish the OWNER all necessary reports for construction and maintenance projects.
6) Provide construction observation services as requested by the OWNER on construction and maintenance projects.

D. Miscellaneous/Other:

1) Act for Owner in professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
2) Perform all technical services under the general direction of a Licensed Professional Laboratory in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society for Testing and Materials, where applicable, or other standards designated by County.
3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devices of accuracy traceable to the National Institute for Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.
4) Promptly submit formal construction materials testing reports for all tests, observations and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which tests were made.
5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.
6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

NOTE: Change in and/or additional services to Scope will require prior approval from Owner prior to undertaking.

AI-44156 **Purchasing Department 24. D. 1.**

CC - REGULAR

Meeting Date: 04/29/2014

Submitted For: Comm. Joseph Palacios, Pct. #4 Submitted By: Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of processing of Payment Application #1 in the amount of $9,653.00 as submitted by Alpha Building Corporation in connection with the "Linn-San Manuel Beautification Project- Cement and Stone Work -Turnkey project" (PO#703552) with authority for County Treasurer to issue payment after County Auditor's review procedures are completed.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-452-00-124-141-0-841

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

BUDGETARY IMPACT:

PO 703552

Attachments

Acceptance of Project Completion

Pay Application 1 -Alpha Building Corp -Pct 4 -Cement and Stone Work -Linn San Manuel Beautification Proj

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	04/25/2014 04:39 PM
Budget & Management	Debbie Tamez	04/25/2014 04:42 PM
Glinda Pacheco	Glinda Pacheco	04/25/2014 04:57 PM
Auditor's Office	Monica Badillo	04/25/2014 05:30 PM

Form Started By: Moises Salazar Started On: 04/16/2014

Final Approval Date: 04/25/2014

COUNTY of HIDALGO
JOSEPH PALACIOS
1051 N. DOOLITTLE RD.
EDINBURG, TEXAS 78542
OFFICE: (956) 383-3112
FAX: (956) 381-5905



COUNTY COMMISSIONER, PCT. NO. 4

Linn San Manuel Beautification Project

Reference to Completion Letter of Improvement Job Date: 4/17/2014

Attn: Moises Salazar

Dear Mr. Salazar

In reference to the letter of completion by Alpha Corporation in regards to the "Linn San Manuel Beautification Monument" of the stone work and concrete provided. Precinct 4 and I David J Cantu acknowledge that the scope of work provided by Alpha Corporation is 100% satisfactory and complete.

We appreciate the satisfying and efficient job Alpha Corporation has provided for us and will be in consideration for future projects.

Thank You,

David J Cantu
Coordinator III

Alpha Building Corporation

222 E Van Buren Suite #503
Harlingen, TX 78550
956-622-3242 Fax 956-622-3102

Linn/San Manuel Monument Improvements

Date: 4-17-2014

Title: Linn/San Manuel Monument Improvements **Location**: Hidalgo Co.

Attn. Moises Salazar

Dear Mr. Salazar

We were pleased to provide you with our proposal quote for the "Linn/San Manuel Monument Improvements" project. Our proposal was based off of the scope of work which consists of: "Form and install 10X10 ft. concrete pad adjacent to existing slab on west side and tie into existing concrete slab. Provide and install customer selected stone pavers, "Natural Face Villa Café" minus 1 in thick. Stone is to cover new and existing concrete."

Our extended price to Hidalgo County was provided under the Choice Facilities Partners, HCDE Statewide JOC .

Alpha building was provided a Purchas Order number for the project and the project was started and now stands at One Hundred percent complete as of 3-25-2014.

We would like to thank you for the opportunity to provide you with the proposal and allowing us to provide you the construction services for Hidalgo County. We look forward on assisting you on any future construction service needs you may have. Please feel free to contact myself, or my office, if we can be of any service.

Warmest Regards,

Jamie Tijerina
Project Manager/Estimator

APPLICATION AND CERTIFICATE FOR PAYMENT

PROJECT: 1240011 Hidalgo Cty Linn/San Manuel

APPLICATION NO: 00001
PERIOD TO: 3/24/2014
OWNER NO: 703552

Distribution to:
☐ OWNER

RECEIVED
APR 09 2014
BY: VZ

TO OWNER: County of Hidalgo
ATTN: Moises Salazar
2802 South Business Hwy 281
Edinburg, TX 78539

FROM CONTRACTOR: Alpha Building Corporation
222 E. Van Buren #503
Harlingen, TX 78550

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	$9,653.00
2. Net change by Change Orders	$0.00
3. CONTRACT SUM TO DATE (Line 1 ±2)	$9,653.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$9,653.00
5. RETAINAGE:	
a. 0 % of Completed Work (Columns D + E on G703)	$0.00
b. 0 % of Stored Material (Columns F on G703)	$0.00
Total Retainage (Line 5a + 5b or Total in Columns I on G703)	$0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$9,653.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$0.00
8. CURRENT PAYMENT DUE	$9,653.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$0.00	$0.00
Total approved this Month	$0.00	$0.00
TOTALS	$0.00	$0.00
NET CHANGES by Change Order		$0.00

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: Alpha Building Corporation

By: _____ Date: 3/26/14
Gustavo Grajales

State of: Texas
County of: Cameron
Subscribed and sworn to before me this 26 day of March 2014

JESSICA A. HANSEN
Notary Public, State of Texas
My Commission Expires
October 27, 2015

Notary Public: Hansen
My Commission expires: 10/27/15

OWNER'S CERTIFICATE FOR PAYMENT

AMOUNT CERTIFIED .....

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

OWNER'S REPRESENTATIVE:

By: _____ Date: _____
~~Moises Salazar~~

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.

CONTINUATION SHEET

RECEIVED
APR 09 2014
BY:

APPLICATION AND CERTIFICATE FOR PAYMENT,
containing Contractor's signed Certification, is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 00001
PERIOD TO: 3/24/2014
OWNER NO.: 703552

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G÷C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE) RATE
0000010	Construction as specified	$9,653.00	$0.00	$9,653.00	$0.00	$9,653.00	100.000	$0.00	$0.00
		$9,653.00	$0.00	$9,653.00	$0.00	$9,653.00	100.00%	$0.00	$0.00

4-1100-452-00-124-141-0-841
Pct. # 1580
Pur. Req. # 248552
P.O. # 703552

Invoice Received By: on 4/9/14
Goods/Services Received By: on 3/27/14

Purchase Order
COUNTY OF HIDALGO

PO# 703552

DATE: 01/24/14

PAGE NO: 1 Of 1

PO TYPE:

VENDOR: 389412 REQ: 00248552

PHONE: (210)491-9925

Fax: (210)491-9932 EMAIL:

ALPHA BUILDING CORPORATION
222 E. VAN BUREN #503
HARLINGEN TX 78550

SHIP TO: HIDALGO CO. PCT 4
1051 N. DOOLITTLE
EDINBURG TX 78542

CONTACT:

SITE: COMMISSIONER, PRECINCT 4

SPECIAL INSTRUCTIONS: Pct. 4 Req 1580

VENDOR NOTES

1. Do not add to, or alter this Purchase Order. This Order is not renewable.
2. TAX EXEMPTION: This Purchase Order may be accepted in lieu of Exemption Certificate.
3. This Order is also placed F.O.B. Destination. Vendor must repay all shipping costs.
4. Invoice each Purchase Order singly. Original invoices are required customer copy may be accepted. Out number must appear on all invoices, bills of lading, and packages.
5. Payment will be made only for bona fide and full completed orders, unless otherwise attached.

QTY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		Harris County Department of Education/Choice Partners HCDE 10/030 JC EXPIRES 02/21/14 #10/030JC-HCDE State wide For: Linn San Manuel Beautification Project (186) Project # 2013-039B-11-14-MSS		
.50	EACH	CO 01-31-13-20-0200 Field personnel, project manager, average	3,525.00	1,762.50
1.00	EACH	CO 01-31-13-20-0260 Field personnel, superintendent, average	3,275.00	3,275.00
150.00	FT	CO 01-56-26-50-0020 Temporary fencing, chain link, 11 gauge, 4' high	5.20	780.00
100.00	FT	CO 32-06-10-10-0310 Sidewalks, driveways and patios, excluding base, concrete, 3000 PSI, cast in place, 6x6- W1.4xW1.4 mesh, broomed fishish, 4" thick	4.44	444.00
484.00	FT	CO 32-14-40-10-1310 Stone pavers, flagging, slate, natural cleft, irregular, 1" thick	24.00	11,616.00
1.00	EACH	CO 321440100001 Discount	-5,516.63	-5,516.63
1.00	EACH	CO RS Means McAllen, TX CCI 2013Q4, 79.60% (DISCOUNT: 2,521.62)	.00	-2,521.62
1.00	EACH	CO CCI Installation Adjustment (McAllen) (6.0000%)	540.32	540.32
1.00	EACH	CO JOC Coefficient Standard (-7.0000%) (DISCOUNT: 726.57)	.00	-726.57
		TOTAL:		9,653.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		********** For Hidalgo County use only		
		4-1100-452-00-124-141-0-841 9,653.00		

Authorized by: Martha L Salazar

AI-44242 **Purchasing Department 24. D. 2.**

CC - REGULAR

Meeting Date: 04/29/2014

Submitted For: Martha L. Salazar Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Requesting approval of the final negotiated Professional Engineering Services Agreement (approved for negotiations by CC on 03/18/14) with **HALFF ASSOCIATES, INC.** for: **"Building Repairs/Renovations, Alteration and/or Additions to County Owned Buildings"** (on an as needed basis), utilized by various departments for projects located within Hidalgo County Precinct #4 area.

B. Requesting approval of **Supplemental Agreement No. 1** to Work Authorization No. 1 for the purposes of (subcontracting) under the current contract with **TEDSI INFRASTRUCTURE GROUP, INC.** for the (Job Specific) Project: **Mon Mack Road** for Hidalgo County Precinct No. 4., under contract #C-13-088-02-11

C. Requesting approval of **Supplemental Agreement No. 1** to Work Authorization No. 1 for the purpose of (subcontracting) under the current contract with **TEDSI INFRASTRUCTURE GROUP, INC.** for (Job Specific) Project: **Roosevelt Road** for Hidalgo County Precinct No. 4., under contract #C-13-089-02-11

BACKGROUND

Prof Svcs Agreement - Halff Assoc Inc - C-14-100-04-29 (on call)
SA1 to WA1 - TEDSI - Roosevelt Road Project
SA1 to WA1 - TEDSI - Mon Mack Road Project

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1303-431-00-124-144-0-731

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

BUDGETARY IMPACT:

Available balance as of 4-25-14 $45,000.00

FISCAL YEAR: 2014 ACCT. #: 4-1303-431-00-124-143-0-731

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

BUDGETARY IMPACT:

Available balance as of 4-25-14 $51,750.00

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

Prof Services Agreement - Halff Associates Inc (on call)
**Note: Funding sources could come from various departments within the Pct 4 area under, Obj. Code# 334 (Engineering Services).

Attachments

SA1WA1-TEDSI-Mon Mack Project-C-13-188-02-11
SA1WA1 - TEDSI - Roosevelt Road Project-C-13-189-02-11
Prof Svcs Agreement-C-14-100-04-29-Halff Assoc Inc-Pct 4
Email-Apprvd by Legal-Halff Assoc Inc-Pct 4
email frm legal-approved SA1-TEDSI (subs)

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	04/25/2014 09:31 AM
Budget & Management	Debbie Tamez	04/25/2014 09:43 AM
Manuel Chapa	Manuel Chapa	04/25/2014 04:39 PM
Auditor's Office	Monica Badillo	04/25/2014 05:30 PM

Form Started By: Letty Saenz Started On: 04/24/2014 11:31 AM

Final Approval Date: 04/25/2014

EXHIBIT F
-Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT No. 1
TO AGREEMENT FOR PROFESSIONAL SERVICES
C-13-188-02-11

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of **Article 8** of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **TEDSI Infrastructure Group, Inc.,** Professional Engineers of, Mission, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the **11th** day of **February, 2013** concerning engineering for **"job specific"- Mon Mack Road Project** (hereinafter referred to as the "**Project**"); and,

WHEREAS, **Article 14** of the **Agreement**, provides "The Engineer shall not assign, subcontract or transfer the engineers interest in this Agreement without the prior written consent of the Owner"; and,

WHEREAS, it has become necessary to amend the Agreement to reflect the Engineer's subcontracting a portion of the work under the Agreement to Aranda and Associates, Inc.

AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. **Owner** consents to **TEDSI Infrastructure Group, Inc.** to subcontract a portion of the work under the Agreement to **Aranda and Associates, Inc.** as a sub-consultant.

2. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect and **TEDSI Infrastructure Group, Inc.** and **Owner,** ratify and confirm the terms and provisions of the Agreement as amended.

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 2014.

THE ENGINEER:
TEDSI Infrastructure Group, Inc

BY:_____

THE OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT F
-Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT No. 1
TO AGREEMENT FOR PROFESSIONAL SERVICES
C-13-189-02-11

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of **Article 8** of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **TEDSI Infrastructure Group, Inc.,** Professional Engineers of, Mission, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the **11th** day of **February, 2013** concerning engineering for **"job specific"- Roosevelt Road Project** (hereinafter referred to as the "**Project**"); and,

WHEREAS, **Article 14** of the **Agreement**, provides "The Engineer shall not assign, subcontract or transfer the engineers interest in this Agreement without the prior written consent of the Owner"; and,

WHEREAS, it has become necessary to amend the Agreement to reflect the Engineer's subcontracting a portion of the work under the Agreement to Aranda and Associates, Inc.

AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. **Owner** consents to **TEDSI Infrastructure Group, Inc.** to subcontract a portion of the work under the Agreement to **Aranda and Associates, Inc.** as a sub-consultant.

2. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect and **TEDSI Infrastructure Group, Inc.** and **Owner,** ratify and confirm the terms and provisions of the Agreement as amended.

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 2014.

THE ENGINEER:
TEDSI Infrastructure Group, Inc

BY:_____

THE OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS

(as required)

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-14-100-04-29

THIS AGREEMENT is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioners Court**, hereinafter called the "**Owner**", and **HALFF ASSOCIATES, INC.** professional engineers of **McAllen, Texas**, hereinafter called the "**Engineer**".

WITNESSETH:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide professional engineering services for: **"Building Repairs/Renovations, Alteration and/or Additions to County Owned Buildings" (on an as needed basis)** for projects located within **Hidalgo County Precinct Number 4,** hereinafter referred to as the ("**Project**").

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

WHEREAS, the **Owner** has determined that the services of a professional engineering firm is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254.002, (the "Texas Professional Services Procurement Act"), the **Owner** requested proposals from a professional engineer to assist the **Owner** by providing the Services;

WHEREAS, **Owner** has selected the **Engineer** to provide the Services within Hidalgo County Precinct No. 4, in accordance to Exhibit "A-1" Request for Qualifications (RFQ) Procurement Packet.

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and

the **Engineer** agrees to perform professional engineering services in connection with the **Project** as stated in the articles to follow, and for having rendered such services, the owner agrees to pay **the Engineer** compensation as stated in the articles to follow.

ARTICLE 2. Character and Extent of Services. This Agreement will provide for the development of the **Project** with the following:

2.1 Scope of Work. The **Owner** will furnish items and provide those services for the development of the **Project** and fulfillment of this Agreement, as identified in **EXHIBIT "A"** ***Services to be Provided by the Owner***, attached hereto and made a part of this Agreement as identified in **EXHIBIT "B"-** Services to Provided by the Engineer, attached hereto and made a part of this agreement.

2.2 Classification of Services For this Agreement, the professional services to be provided by the **Engineer**, as more particularly identified in **EXHIBIT "B"**, attached hereto.

2.3 Schedule of Work. The **Engineer** shall prepare a schedule of work (hereinafter referred to as "**Work Schedule"**) in accordance with the terms identified in **EXHIBIT "C"** - ***Work Schedule***, attached hereto and made a part of this Agreement. exchange for such services.

2.4 Non-Exclusive Services of Engineer Hidalgo County reserves the right to request these services from other sources other than the engineer and shall not be in violation of any terms or conditions of this Agreement.

ARTICLE 3. Period of Service. Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

3.1 Termination Date. This Agreement shall be for a period of **one (1) year, Commencing, April 29, 2014, Expiring, April 28, 2015;** (hereinafter referred to as the ("**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below.. The **Owner** assumes no liability or

obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Enginee**r to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date,** and the **Owner** may , at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date.**

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer.**

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date.**

3.4 Termination of Agreement. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

(1) **Commitment of Current Revenues**. In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer.** The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to

terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1995).

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner,** upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner.**

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer.**

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer.**

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the Project and prosecute the work to completion. In such case, the **Engineer** shall be liable to the Owner for any additional cost occasioned by the Owner.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default,

the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer,** but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount is settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

ARTICLE 4. Progress and Coordination. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer's** office, the office of the **Owner,** or at other locations designated by the **Owner.** These conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Owner.**

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the **Engineer's** services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **Exhibit "C",** attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer.**

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved **Work Schedule**, including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation: and

(2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

ARTICLE 5. Compensation and Fees. For and in consideration of the services to be rendered by the Engineer, the Owner shall compensate the Engineer as follows:

5.1 ***Services***. For and in consideration of the ***Services*** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for ***Services***, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. An outline and breakdown of the **Services Fee** is more particularly identified in **EXHIBIT "D"-Engineer Contract Rates**, attached hereto and made a part of this Agreement. Payments to the **Engineer** for ***Services*** shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

5.2 ***Special Services***. Those services that may be required to be provided by the **Engineer** as ***Special Services*** are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these ***Special Services*** rendered as required by the **Engineer,** the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereafter referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in **EXHIBIT "D"** - ***Contract Rates***, attached hereto and made a part of this Agreement, and as follows:

I. RESIDENT OR SITE ENGINEER, INSPECTOR. Actual performance of services of project site engineer, resident engineer and/or inspector, if required by **Owner**.

2. DOCUMENT COPIES. Actual performance and/or providing of additional copies (over 10) of report; additional copies (over 10) of plans (contract drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents: additional copies (over 10) of as-built drawings.

3. EXTRA TRAVEL. Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.

4. EXPERT WITNESS. Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project**.

5. MISCELLANEOUS. Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor.**

ARTICLE 6. Method of Payment.

6.1 Request for Payment. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as **"Work Authorization"**) in accordance with Article 7 herein. For each **Work Authorization,** the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization**(s) approved by the **Owner.**

6.2 Final Payment. After final completion of the work and acceptance thereof by the **Owner,** the **Engineer** shall submit a final request for payment ("**Final Request for Payment**") which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner,** the **Owner** shall pay to the **Engineer** the amount due (**"Final Payment"**) under such **Final Request for Payment** in accordance with the provisions of Article 6.1, hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer;**

(4) If the **Owner,** in good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer,** at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or

approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

6.6 Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project.** (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the **Project**, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"**- ***Work Authorization Form***, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner,** the needed services for the **Project,** as required through the course of the development to the **Project.** The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B",** attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner,** the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D",** attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work**

Authorization. Each executed **Work Authorization** shall become a part of this **Agreement**. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner.** The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization.** All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer,** of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer,** and/or (3) for any other reason agreeable to the **Owner** and the Engineer. All supplemental agreements will be developed in the form identified in **EXHIBIT "F"** - ***Supplemental Agreement Form***, attached hereto and made a part of this Agreement, and incorporated herein by reference as **"Supplemental Agreement".**

If determined appropriate by the **Owner,** additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement.**

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior

to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer.**

ARTICLE 9. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owne**r in writing, In the event the **Owne**r finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the Contract Rates specified in **EXHIBIT "D"** attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner.**

10.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner,** such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** finds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or

work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the Engineer will be in accordance with Article 9 hereof.

10.3 Project Delays. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to the reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer,** the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer,** if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the Project, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the Project. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If **the Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer.**

ARTICLE 11. Ownership and Release of Documents.

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the

Owner may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer,** as an additional service, at any other time requested by **Owner.** All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the **Project,** including but not limited to additions to or completion of the **Project.** Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer,** at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

11.2 Release of Documents or Information. Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

ARTICLE 12. Discounts, Rebates, Refunds. In connection with procurement services rendered by the **Engineer,** if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner**. For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer.**

ARTICLE 13. Records, Accounting, Inspection. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner.** The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the **Project** and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of

such work detailed according to the accounting procedure and requirements of the **Owner.**

ARTICLE 14. Subcontracting and Assignment. The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner.** The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer,** and the **Owner,** do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to

the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner,** effectuating the purposes of this Article.

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall

pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **Project,** the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof

ARTICLE 17. Engineer's Seal, Responsibility and Warranties.

17.1 Engineer's Seal. The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the Stare Board of Registration for Professional Engineers.

17.2 Engineer's Responsibility. The **Engineer** shall be responsible for the accuracy of the work for the **Project** and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer.**

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

17.3 Warranties.

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder.

The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgment and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as **"PS&E")** are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the **Project**, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer's** services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement form the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of **Project.**

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **Project;** that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirely and possesses the special skills which enable the **Enginee**r to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner;** and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner,** plus residents and owners of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the

project being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project,** the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project;** that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **Project's** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project**, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer'**s skill and knowledge in preparing such **PS&E.**

(f) In connection with the **Engineer'**s performance of procurement services hereunder, if any, the **Enginee**r use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner.**

ARTICLE 18. Engineer's Resources. The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 Project Manager. The **Engineer** shall provide a manager **(Project Manager)** for the **Project** that is a registered professional engineer in the State of Texas. The **Project** manager shall have such knowledge and experience as will enable that **Project Manager** during the course of the **Project** without prior consent of the **Owner.** If, due to situations beyond the control of the **Engineer,** the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the **Project,** the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for

approval.

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed form association with the **Project** when so instructed by the **Owner.** The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 Documents/Information Exchange The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project.** Taking into consideration that the **Owner** has a significant investment is the development of the **Project,** there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project**. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively **"Indemnitors")** shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively **"Indemnitors")** from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Enginee**r, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable

to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting therefrom and (2) are caused in whole or in part by any negligent act or omission of the **Engineer,** anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer,** its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

ARTICLE 20. Joint and Several Liability. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21. Insurance. The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

(1) Workers Compensation, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Workers Compensation or Occupational Disease laws under the Texas Workers Compensation Law **("Statutory Texas")**

(2) Commercial General Liability, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the Owner *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20* herein, in limits of liability not less than one million dollars (**$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) Texas Business Automobile Policy, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars

(**$250,000**) each person for bodily injury, five hundred thousand dollars (**$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**$100,000**) each occurrence for property damage.

(4) Professional Liability in limits of **$1,000,000** each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (***Hidalgo County* Certificate of Insurance**) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT "G"**- ***Hidalgo County Certificate of Insurance***. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner.**

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, workers compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. Non-Collusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this Agreement without

liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. Payment of Franchise Tax. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such as tax. A false statement concerning franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner.**

ARTICLE 26. Disputes. The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER:	**ENGINEER**:
Hidalgo County	**Halff Associates, Inc.**
100 E. Cano, 2nd, Floor	**5000 West Military Hwy., Suite 100**
Edinburg, Texas 78539	**McAllen, Texas 78503**

The Address may be changed by either party by written notice and notice sol mailed shall be effective upon mailing.

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. These are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** right with respect to any liabilities whether or not liquidated of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the Owner's other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power nor shall the **Engineer** represent that the **Engineer** has any power to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner.**

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the Owner and the **Engineer** as provided by Article 8 herein.

ARTICLE 30. Signatory Warranty The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer.** The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the _____ day of _____, 2014.

ENGINEER:
HALFF ASSOCIATES, INC.

BY:_____
Menton J. Murray, III, P.E., LEED AP

OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

ATTEST:

BY:_____
Arturo Guajardo, Jr., County Clerk

Approved by Commissioner's Court on _____, 2014.

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

BY:_____
Stephen L. Crain, Attorney

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be provided by the Owner
EXHIBIT B	-Scope of Services to be provided by the Engineer
EXHIBIT C	-Work Schedule
EXHIBIT D	-Engineer's Rates
EXHIBIT E	-Work Authorization Form
EXHIBIT F	-Supplemental Agreement Form
EXHIBIT G	-Certificate of Insurance (*Hidalgo County)*

EXHIBIT A-1

-Request for Qualifications (RFQ) Procurement Packet

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

November 18, 2013

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Qualifications - **"Professional Engineering Services Pool-Hidalgo County"**
(Including all funding sources, programs, and entities)
RFQ No: 2014-003-12-11-YZV

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

We have updated our RFQ packet. Carefully read and review all instructions, requirements, specifications and/or scope of work included in this packet.

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

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/yzv

Enclosures

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

REQUEST FOR QUALIFICATIONS (RFQ)

TABLE OF CONTENTS

HIDALGO COUNTY
"Professional Engineering Services Pool"
(Including all funding sources, programs, and entities)

RFQ No: 2014-003-12-11-YZV

Item	Description	No. of Pages
1.	Request for Qualifications Letter	1
2.	Request for Qualifications, Legal Notice	8
3.	Exhibit A, Requirements	9
4.	Exhibit B, Evaluation Criteria	3
5.	Attachment B –Procurement Form –Areas of Specialization	1
6.	Exhibit C, Insurance Requirements,	4
7.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
8.	Exhibit E, Proposer's Affidavit	1
9.	Vendor/Bidder Application and W-9 form	6
10.	Certification Regarding Debarment	1
11.	RFQ Submittal Check List	1

The above mentioned items shall be found in the Request for Qualifications (RFQ) 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

November 18, 2013
Date

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services Pool"

RFQ NO: 2014-003-12-11-YZV

Acceptance Due Date: **December 11, 2013**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Yolanda Velasquez, Buyer III
(956) 292-7000 Ext. 4867
yolanda.velasquez@co.hidalgo.tx.us

1. Sealed qualifications will be received for "**HIDALGO COUNTY** (Including all funding sources, programs, and entities) **PROFESSIONAL ENGINEERING SERVICES POOL***"*, in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents 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 requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.

2. One (1) original, seven (7) copies of all qualifications and two (2) CDs in PDF Format are required with the respondent's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, ***RFQ No.: 2014 -003-12-11- "HIDALGO COUNTY (Including all funding sources, programs, and entities)*** **PROFESSIONAL ENGINEERING SERVICES POOL***",* and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, DECEMBER 11, 2013.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.

Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item 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 respondent, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

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, respondents are required to include illustrations, specifications, explanation of warranties, and service data with their qualification including catalogue numbers and any necessary references.

7. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

8. County reserves the right to accept or reject any or all qualifications.

9. Any interpretations, amendments, corrections or changes to this qualification 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 Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

10. Costs are to be net F.O.B., County Prepaid.

11. 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.

12. 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 qualification 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.

13. 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, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- **HIDALGO COUNTY (Including all funding sources, programs, and entities) PROFESSIONAL ENGINEERING SERVICES POOL"**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2808 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	**December 11, 2013**
Award of Contract	_____, 2014
Commence Work or Deliver Products	_____, 2014

16. HIDALGO COUNTY HOLIDAYS

2013 YEAR	
New Year's Day	12/31/13 and 01/01/14
Martin Luther King Day	01/20/14
President's Day	02/17/14
Good Friday	04/18/14
Easter	04/21/14
Memorial Day	05/26/14
Independence Day	07/04/14
Labor Day	09/01/14
Veteran's Day	11/11/14
Thanksgiving Day	11/27/14 and 11/28/14
Christmas Day	12/24/14 and 12/25/14

17. ~~BID OR PERFORMANCE BOND~~ AND DEBARMENT CERTIFICATION; ~~PAYMENT UNDER CONTRACT~~:

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas~~. All respondents 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 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to commencement of the actual work, the respondent 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 materialmen 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.~~

18. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or qualification 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.

- **NOTICE:**
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. “Private Communication” means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

19. DISCLOSURE OF CONFLICT OF INTEREST

- **Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County (“the**

County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent 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 RESPONDENT.

20. If, during the life of any contract or qualification awarded, the successful respondent'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.

21. Qualifications, 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.

22. Minimum Standards For Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
- 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.

23. Successful respondent 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 respondent's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. Any contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and

acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful respondent; County reserves the right to terminate any contract immediately in the event a successful respondent fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

26. Successful respondent 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 respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful respondent shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful respondent's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful respondent.

27. Successful respondent 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 Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful respondent 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.

30. Respondents shall provide with the qualification response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Respondents must provide **all** documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

Request for Qualifications
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional Engineering Services Pool"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Professional Engineering firms in order to establish a pre-qualified pool of Engineers on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Engineers will be for a period starting **February 8, 2014 and ending March 15, 2015**. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"PROFESSIONAL ENGINEERING SERVICES POOL"-HIDALGO COUNTY** (including all funding sources, Programs, and Entities as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, December 11, 2013. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request For Qualifications:

SECTION I - GENERAL TERMS AND CONDITIONS

RFQ DOCUMENT SUBMITTALS/DELIVERY:

A total of **one (1) original, seven (7) copies and two (2) CD's in PDF format** of the RFQ shall be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that statements of qualifications responses be sealed, clearly marked and/or labeled with the Company's name, RFQ Number, Project Title, and Opening Date, and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

Hidalgo County requires respondents, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the respondent and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any

vendor, person, consultant of 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 of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Respondents, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Respondents are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Respondents must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

RESPONDENT DEFAULT:
Hidalgo County reserves the right, in case of respondent default, to procure the articles or services from other sources and hold the defaulting respondent responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to

notify in writing the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ QUESTIONS AND ANSWERS: Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via facsimile to (956)292-7612 or via e-mail to yolanda.velasquez@co.hidalgo.tx.us NO LATER THAN Wednesday, December 04, 2013** at 5:00 p.m. Responses will be sent to all applicants by **Friday, December 06, 2013. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

SIGNING OF QUALIFICATIONS:
In order to be considered, all submittals **must** be signed. **Please sign the original in blue ink**.

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:
The pool term is for a period of one (1) year or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT: (If Applicable)
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

SECTION II - RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the respondent's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with a competent engineering firm(s), registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

- Roadway, Bridge and General Design and Construction
- Federal, State and County-funded construction projects
- Solid Waste related projects
- Mechanical Engineering Projects

Additionally, this section should include a description of the firm's project personnel and their most recent (and varied) projects. For each project, a client contact name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages.

What does your firm specialize in?

Minimum experience: Years? _____ Projects? _____

PERSONNEL AND STAFFING:
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:
This section will contain any current licenses and/or certifications and assurance as required by the STATE OF TEXAS. The engineering firm(s) should include copies of their Professional Liability Insurance.

SCOPE OF SERVICES:
The engineering services contract will encompass all project-related engineering services to the County of Hidalgo including, but not limited to, the following:

A.
- Route and Design Studies
- Social, Economic, Environmental Studies and Public Involvement
- Right of Way Maps and Data
- Utility Adjustments
- Surveying
- Pre-Design

B.
- Roadway Design
- Drainage Design

- Solid Waste
- Signing, Markings and Signalization
- Traffic Control Plans
- Bridge Design
- Plans and Specifications
- Bid Preparation

C.

- Building Design
- Plans, Drawings and Specifications
- Bid Package Preparation

D.

- Construction Contract Management
- Conduct Construction Materials Engineering and Testing Services
- Design for New Construction
- Design for Alterations/Renovations
- Needs Assessment
- ADA Compliance
- Code Analysis
- Cost Estimating

E.

- Soil/Rock and Foundation Studies
- Excavations and Trenches
- Dams and Cut or Filled Slopes
- Pavements
- Water and Waste Retention/Disposal
- Specialized Testing and Instrumentation

Other Engineering Services include:
Project Development Management, Facility Analysis & Master Planning, Site Planning & Analysis, Roof Design, Parking Design, Security Design, Energy Conservation, Ventilation Design, Acoustical Design, Asbestos Abatement Monitoring, etc.

Additionally, this section should include, but not restricted to the following information:

A. Firm name, address, phone number and person(s) to contact regarding the Statement of Qualifications.

B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:

    1. Copy of current license certification with state seal
    2. History of engineering certification from the State of Texas.
    3. List of projects related to the subject areas within the past year.

C. List of in-State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

D. Ability to commence services immediately after successfully negotiating a contract for services.

E. Statement regarding an Affirmative Action Program.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:
The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq.

PART III – SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:
The evaluation system consists of a 100-point system.

1. **PROFESSIONAL QUALIFICATIONS OF PROJECT TEAM (25)**
   The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects shall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities, irrigation districts, TX DOT or other clients as stated in the Request for Qualifications. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES**
   In addition to the Project Manager and the Professional Team Member(s), the provider shall designate experienced engineering staff to completely and efficiently perform the work, either through their own personnel, sub-providers or commitment to hire additional staff. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person. must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience.

3. **METHODOLOGY**

   The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS**
   The proposal shall include the following:

   * demonstrate an understanding of the scope of services
   * address appropriate Federal/State/Local regulations and policies
   * identify information to be gathered or obtained

   Responsiveness to RFQ:
   - Response is Clear;
   - Response is Well Organized;
   - Easy to Evaluate;
   - Appropriate to this RFQ

   The firms should provide as much background information as to it's experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS**
   The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCOL:

Once a Project has been identified and it is determined that Engineering services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court, Elected Official and/or the User Department in need of Engineering Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firm, thereafter, will review, score and evaluate the statement of qualifications received in response to this Hidalgo County Request for Qualifications;

2. A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firm(s) will be asked to submit (as part of those negotiations) a "scope of service" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm.

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2014-003-12-11-YZV

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. PROFFESIONAL QUALIFICATIONS OF PROJECT TEAM (20)

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects shall be identified in the organizational chart. Team members shall have experience in performing various types of contract for counties, cities, irrigation districts, or other clients as stated in the Request for Qualifications (RFQ). A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (25)

In addition to the Project Manager and the Professional Team Member(s), the provider shall designate experienced engineering staff to completely and efficiently perform the work, either through their own personnel, sub-providers or commitment to hire additional staff. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person, must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience.

3. METHODOLOGY (20)

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25)

The proposal shall include the following:
* demonstrate an understanding of the scope of services
* address appropriate Federal/State/Local regulations and policies
* identify information to be gathered or obtained

Responsiveness to RFQ:
- Response is Clear;
- Response is Well Organized;
- Easy to Evaluate;
- Appropriate to this RFQ

The firms should provide as much background information as to it's experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10)

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2014-003-12-11-YZV

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	
➢ Team members identified in the organizational chart.	5	
Comments/Rationale For Points:		TOTAL _____
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	
➢ Identifying the project composition, project leadership, reporting responsibilities	10	
➢ Experience of engineering staff to completely and efficiently perform the work.	10	
➢		
Comments/Rationale For Points:		TOTAL _____
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	
Comments/Rationale For Points:		TOTAL _____
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	
➢ Reference Information including contact persons and telephone numbers.	5	
Comments/Rationale For Points:		TOTAL _____
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	
Comments/Rationale For Points:		TOTAL _____
Total Score		

Firm/Participant's Name:_____

Evaluator: _____Department: _____

Project Name:_____Date:_____

PROCUREMENT FORM
ATTACHMENT "B"
HIDALGO COUNTY-PROFESSIONAL ENGINEERING SERVICES POOL
RFQ NO: 2014-003-12-11-YZV

Name and Address of Firm:	_____ _____ _____
Principals of Firm and Titles:	_____ _____ _____
Firm's Registration No.:	_____

Area of Specialization:			
	Civil Engineering		Electrical Engineering
	Structural Engineering		Highway Engineering
	MEP Engineering (Mech/Elec/Plumb)		
	Mechanical Engineering		
	Environmental Engineering		

Local References (Rio Grande Valley) List Four (4) Only:

Reference #1: _____

Reference #2: _____

Reference #3: _____

Reference #4: _____

Recent Projects (Within Two [2] Years) List Four (4) Only:

Project #1: _____

Project #2: _____

Project #3: _____

Project #4: _____

Submitted By: _____

Signature: _____

Typed Name: _____

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer 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. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. 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 Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. 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.

<u>Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).</u>
Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED (Any one person) PERS & ADV INJURY AL AGGREGATE ODUCTS – COMP/OP AGG	$ $ $ $ $ $
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT OTHER THAN AUTO ONLY EA ACC AGG	$ $ $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE AGGREGATE	$ $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT**				WC STATU-TORY LIMITS ☐ OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $ $ $
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, 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 award of project 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 award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

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 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 award to be rescinded and re-awarded to next qualified vendor. 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 YOUR 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 project, 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 packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____day of _____, 20_____

Notary Public_____

My commission expires:_____, 20_____.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629, in person or regular mail to: 2802 South Business Hwy 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit** _____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify** _____
State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No. _____

State of Incorporation: _____ **Date:**_____ **Other**: _____

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify** _____

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

Less than 125,000 annual gross receipt
Less than 250,000 annual gross receipt
Less than 499,000 annual gross receipt
More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

Black American
Hispanic American
Asian Pacific American
Native American
Women
Other

Have you been certified as a HUB or an MBE/WBE source?: Yes No

Indicate Certification No.(s): _____ **or are Certificate(s) attached?:** Yes No

What type of product(s) is/are solicited by your company?: _____

Would you like to be provided with specifications for procurements of such products?: Yes No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**_____

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:** _____

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: Yes No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: ____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–		–				

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS
PROFESSIONAL ENGINEERING SERVICES POOL

RFQ No.: 2014-003-12-11-YZV

RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 8 of Legal Notice

_____ Attachment "B" –Procurement Form –Areas of Specialization

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt.

_____ Exhibit "E" –Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One Original, 7 Copies, and 2 CD's containing a complete copy of Response.

EXHIBIT A
-Scope of Services to be provided by the Owner

The following provides an outline of the services to be provided by the **OWNER** in the development of the Project.

The **OWNER** will provide to the **ENGINEER** the following:

(1) Authorization to the **ENGINEER** to begin work in accordance with Section 3 of this Agreement.

(2) Payment for work performed by the **ENGINEER** and accepted by the **OWNER** in accordance with Section 6 of the Agreement.

(3) Assistance to the **ENGINEER,** as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **ENGINEER** cannot easily obtain.

(4) Provide any available relevant data the **OWNER** may have on file concerning the project.

(5) Provide timely review and decisions in response to the **ENGINEER'S** request for information and/or required submittals and deliverables, in order for the **ENGINEER** to maintain the agreed-upon work schedule prepared in accordance with Attachment "C" of this Agreement.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **ENGINEER.**

(7) Assist the **ENGINEER** in the preparation of the project mailing list; provide representation, a site and stenographer for all public meetings; additionally:

Public Meetings

(a) Approve agenda and all exhibits prior to public meeting.
(b) Approve date and location of the meeting.
(c) Review/approve Public Meeting Report.

(8) Attend the Preliminary Concept Conference coordinated and conducted by the ENGINEER and more particularly identified in Attachment "B" of the Agreement.

(9) Assist the ENGINEER as required in the coordination with the USACE and the Federal Emergency Management Agency (FEMA) and any other coordinating agency or entity.

(10) Review and approve the Project design criteria.

(11) Review and approve change orders as required and prepared by the ENGINEER.

EXHIBIT B

-Scope of Services to be provided by the Engineer

Through project award via Work Authorization, Engineer shall provide Professional Services required to design and specify Building Repair and Renovation Projects. Type of services that may be included as dictated by the individual project requirements consist of: **1)** Surveying, **2)** Civil Engineering, **3)** Mechanical/ Plumbing Engineering, **4)** Electrical Engineering, **5)** Structural Engineering. Upon Identification by the Owner of specific projects that require the professional services of the Engineer, a detailed scope of work and identification of professional service disciplines required shall be established.

EXHIBIT C
-Work Schedule

A detailed work schedule for each **Work Authorization**, identified and more particularly described in Article 7 of this Agreement, shall be prepared by the **Engineer** to be submitted and approved by the Owner in writing for each **Work Authorization**. The work schedule will provide specific work sequence and definite review times by the **Owner** and the **Engineer** of the work performed.

The **Engineer** will diligently pursue the completion of each **Work Authorization** as defined by the milestones and deliverable due dates outlined in each **Work Authorization**'s associated work schedule.

The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established work schedule.

EXHIBIT D
-Engineer's Contract Rates

Halff Associates, Inc.
Billing Rate Schedule
McAllen Office – MEP
April 15, 2014

Project Manger	$190/hr.
Professional Engineer	$150/hr.
Engineer-In-Training	$110/hr.
Designer	$ 75/hr.
Construction Administrator	$ 85/hr.
CAD Tech	$ 55/hr.
Secretarial / Clerical	$ 55/hr.
Two-man Survey Crew	$140/hr.

EXHIBIT E
-Work Authorization

HIDALGO COUNTY
Professional Engineering Services
Contract # C-13-100-04-29
Work Authorization Form

WORK AUTHORIZATION NO. ___

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, _____, professional engineers of _____, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the **Engineer** to provide

_____

_____

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST
The estimated cost for services under this Work Authorization is **$** _____. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT
Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article**/Part/Section____ of the Agreement.

PART 4. FUNDING
This Work Authorization No.1 shall be funded through funding source:
Account No**.** _____
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate ***upon completion of scopes of the work authorization***.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County Precinct #4,** Commissioner Joseph Palacios as to content and detail of this **Work Authorization No.** ___.

HIDALGO COUNTY PRECINCT No. 4

BY: _____
Joseph Palacios, Commissioner

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____**,** 2014.

THE ENGINEER:	**THE OWNER:**
HALFF ASSOCIATES INC.	**HIDALGO COUNTY**
_____	_____
By: Menton J. Murray, III, P.E., LEED AP	**By: Ramon Garcia, County Judge**

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be provided by the Owner
ATTACHMENT "B" - Services to be provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

EXHIBIT F
-Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT No. __
TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____**,** Professional Engineers of, _____, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the _____ day of _____ **2013** concerning engineering for _____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Article ___ of the **Agreement**, (article title), establishes _____; and,

WHEREAS, it has become necessary to amend the contract to _____

AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Article ___ of the **Agreement**, (article title), is revised to

_____
_____
_____
_____
_____
_____
_____
_____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE ENGINEER:
HALFF ASSOCIATES INC.

BY:_____
Menton J. Murray, III, P.E., LEED AP

THE OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT G

-Certificate of Insurance (*Hidalgo County*)

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/10/2013

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 Bell Insurance Agency 16980 Dallas Parkway Dallas, TX 75248	CONTACT NAME: Candy Goehring PHONE (A/C, No, Ext): 972.581.4915 FAX (A/C, No): 972.581.4916 E-MAIL ADDRESS: cgoehring@bellgroup.com
INSURED Halff Associates, Inc. 1201 N. Bowser Richardson, TX 75081	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Massachusetts Bay — 22306 INSURER B: Allmerica Financial Benefit — 41840 INSURER C: The Hanover Ins. Co. — 22292 INSURER D: ACE American Ins. Co. — 22667 INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 13/14 Master 5MIL Prof REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT LOC			ZDDA051278	07/12/2013	07/12/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			AWDA051300	07/12/2013	07/12/2014	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			UHDA051287	07/12/2013	07/12/2014	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		W2DA028649	07/12/2013	07/12/2014	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liability Claims Made Policy			EONG21673845	07/12/2013	07/12/2014	$5,000,000 Per Claim Limit $5,000,000 Aggregate Limit	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

County of Hidalgo is included as additional insured as respects general liability if required by written contract, 30 day notice of cancellation applies except for 10 days for non payment

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S. Highway Bus. 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Thomas J. Ashley/CANDY

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Zimbra **leticia.saenz@co.hidalgo.tx.us**

RE: Contract# C-14-100-04-29-Halff Assoc Inc-(on call) : "Building Repairs/Renovations, Alteration and/or Additions to County Owned Buildings" for projects within Pct# 4

From : Steve Crain <scrain@atlashall.com> Thu, Apr 24, 2014 08:59 AM

Subject : RE: Contract# C-14-100-04-29-Halff Assoc Inc-(on call) : "Building Repairs/Renovations, Alteration and/or Additions to County Owned Buildings" for projects within Pct# 4 1 attachment

To : 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

The agreement is fine.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Thursday, April 24, 2014 3:46 AM
To: Stephen L. Crain; Marynel Trevino
Cc: Maria Lucio; martha salazar
Subject: Contract# C-14-100-04-29-Halff Assoc Inc-(on call) : "Building Repairs/Renovations, Alteration and/or Additions to County Owned Buildings" for projects within Pct# 4

Good morning, Mr. Crain-

Please review and approve as to form (attached hereto) contract # **C-14-100-04-29-Halff Assoc Inc-(on call) "Building Repairs/Renovations, Alteration and/or Additions to County Owned Buildings"** for projects located within **Hidalgo County Pct# 4.**

***Note: will be placing on then next CC for final approval.*

Please advise.

Thanks.

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, Texas 78539
P*(956) 318-2626* ***F****(956) 318-2629*
Email: leticia.saenz@co.hidalgo.tx.us

...DON'T WORRY...BE HAPPY...

Zimbra **leticia.saenz@co.hidalgo.tx.us**

RE: C-13-189-02-11 Agreement SA 01 Mon Mack and Roosevelt

From : Steve Crain <scrain@atlashall.com> Thu, Apr 24, 2014 08:50 AM

Subject : RE: C-13-189-02-11 Agreement SA 01 Mon Mack and Roosevelt 1 attachment

To : 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

The agreement is fine.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Thursday, April 24, 2014 3:37 AM
To: Stephen L. Crain; Marynel Trevino
Subject: Re: C-13-189-02-11 Agreement SA 01 Mon Mack and Roosevelt

Good morning, Mr. Crain-

Please review and approve with final modifications as required.

Please advise as I will be placing on the next CC agenda for final approval.

Thanks.

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, Texas 78539
P(956) 318-2626 **F**(956) 318-2629
Email: leticia.saenz@co.hidalgo.tx.us

...DON'T WORRY...BE HAPPY...

From: "Stephen L. Crain" <scrain@atlashall.com>
To: "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>
Sent: Wednesday, April 16, 2014 8:52:56 AM
Subject: FW: C-13-189-02-11 Agreement SA 01 Mon Mack and Roosevelt

Good Morning LettyJ

AI-44201 **Closed Session 25. C.**

CC - REGULAR

Meeting Date: 04/29/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Civil Action No. 7:14-cv-00067; Santos Rodriguez, Jr. et al v. Hidalgo County Sheriff's et al, City of Mission, et al and other unknown persons

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/22/2014 04:14 PM
Purchasing Department	Monica Badillo	04/25/2014 05:30 PM

Form Started By: Monica Badillo Started On: 04/22/2014 04:01 PM

Final Approval Date: 04/25/2014

AI-44251 **Closed Session 25. D.**

CC - REGULAR

Meeting Date: 04/29/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Civil Action No. 7:14-CV-00201; Nita L. Labude, ind. and as personal rep. of the Estate of Paul WIlliam Labude (decendant) v. County of Hidalgo, et al

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/24/2014 02:44 PM
Purchasing Department	Monica Badillo	04/25/2014 05:30 PM

Form Started By: Monica Badillo Started On: 04/24/2014 02:19 PM

Final Approval Date: 04/25/2014

AI-44210 **Closed Session 25. E.**

CC - REGULAR

Meeting Date: 04/29/2014

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of AT&T

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/23/2014 10:03 AM
Purchasing Department	Monica Badillo	04/25/2014 05:30 PM

Form Started By: Aida Alvarez Started On: 04/23/2014 08:57 AM

Final Approval Date: 04/25/2014

AI-44227 **Closed Session 25. F.**

CC - REGULAR

Meeting Date: 04/29/2014

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Candelario Hernandez

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/24/2014 10:00 AM
Purchasing Department	Monica Badillo	04/25/2014 05:30 PM

Form Started By: Aida Alvarez Started On: 04/23/2014 04:47 PM

Final Approval Date: 04/25/2014

AI-44202 **Open Session 26. C.**

CC - REGULAR

Meeting Date: 04/29/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Civil Action No. 7:14-cv-00067; Santos Rodriguez, Jr. et al v. Hidalgo County Sheriff's et al, City of Mission, et al and other unknown persons

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/22/2014 04:14 PM
Purchasing Department	Monica Badillo	04/25/2014 05:30 PM

Form Started By: Monica Badillo Started On: 04/22/2014 04:02 PM

Final Approval Date: 04/25/2014

AI-44252 **Open Session 26. D.**

CC - REGULAR

Meeting Date: 04/29/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Civil Action No. 7:14-CV-00201; Nita L. Labude, ind. and as personal rep. of the Estate of Paul WIlliam Labude (decendant) v. County of Hidalgo, et al

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/24/2014 02:44 PM
Purchasing Department	Monica Badillo	04/25/2014 05:30 PM

Form Started By: Monica Badillo Started On: 04/24/2014 02:20 PM

Final Approval Date: 04/25/2014

AI-44211 **Open Session 26. E.**

CC - REGULAR

Meeting Date: 04/29/2014

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of AT&T

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/23/2014 10:04 AM
Purchasing Department	Monica Badillo	04/25/2014 05:30 PM

Form Started By: Aida Alvarez Started On: 04/23/2014 08:58 AM

Final Approval Date: 04/25/2014

AI-44228 **Open Session 26. F.**

CC - REGULAR

Meeting Date: 04/29/2014

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Candelario Hernandez

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	04/24/2014 10:01 AM
Purchasing Department	Monica Badillo	04/25/2014 05:30 PM

Form Started By: Aida Alvarez Started On: 04/23/2014 04:49 PM

Final Approval Date: 04/25/2014