



**CONSENT AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
December 2, 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being discussed separately unless requested by a Commissioner, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon.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. AI-47616 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-47604 2014- County Auditor's Office (1100)**
 - B. AI-47603 2014 - Pct. 2 CRC Alamo (1100)**
 - C. AI-47566 2014 - 93rd DC (1100)**
 - D. AI-47557 2014 - County Court #7 (1100)**
 - E. AI-47556 2014 - County Clerk (1100)**
 - F. AI-47562 2014 - Health & Human Services Dept. / Clinics (1100)**
 - G. AI-47512 2014 - Health & Human Services Dept. / BBHW #2 (1293)**
 - H. AI-47513 2014 - Health & Human Services Dept. / BBHW (1293)**
 - I. AI-47499 2014 - Health & Human Services Dept. / Clinics (1100)**

J. AI-47535 2014 - Pct. #1 Sanitation (1100)

K. AI-47574 2014 - Pct 2 Parks (1100)

L. AI-47573 2014 - Pct 2 Rd Maint (1200)

M. AI-47501 2014- Pct 4 Rd. Maint. (1200)

N. AI-47498 2014 - I. T. Department (1100)

O. AI-47497 2014 - I. T. Department (1100)

P. AI-47482 2014 - Purchasing Dept. (1100)

Q. AI-47478 2014 - Purchasing Dept. (1100)

R. AI-47475 2014 - Public Defender's (1100)

S. AI-47493 2014 - Constable Pct. #4 (1100)

T. AI-47491 2014 - Constable Pct. #2 (1100)

U. AI-47473 2014 - 370th District Court (1100)

V. AI-47520 2014 - Tax Office (1100)

W. AI-47514 2014 - County Judge (1100)

X. AI-47504 2014 - WIC (1292)

Y. AI-47328 2014 - WIC (1292)

Z. AI-47527 2014 - Emergency Management (1100)

AA. AI-47552 2014 - Executive Office (1100)

BB. AI-47522 2014 - Sheriff's Dept. / Jail (1100)

CC. AI-47467 2014 - Sheriff's Office SCAAP Grant FY 2011 (1284)

DD. AI-47468 2014 - Sheriff's Office SCAAP Grant FY 2013 (1284)

EE. AI-47480 2014 - Sheriff's Dept. / Jail (1100)

FF. AI-47459 2014 - Sheriff's Dept. / Jail (1100)

GG. AI-47508 2014 - Sheriff's Office (1284)

HH. AI-47505 2014 - Sheriff's Office / Federal Sharing U.S. Dept. of Justice (1229)

3. 2014 Interdepartmental transfers:

- A. AI-47563** Health ADM (1100):
Interdepartmental Transfer from Health Adm (program 001) to Health Clinics (program 003) in the amount of \$4,110.00 to cover anticipated expenses.
- B. AI-47540** Pct.1 SOA1341 (1303):
Approval of 2014 interdepartmental transfer within SOA1341 Fund 1303 from program (110) to program (184) in the amount of \$10,680.77.
- C. AI-47502** Approval of 2014 interdepartmental transfer from Rd. Maint (program 007) to Restitution (program 125) in the amount of \$ 3,000.00

4. Planning Department:

- A. AI-47558** 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-47399** District Attorney's Office - Monthly Checks Report - October 2014

6. Membership Dues:

- A. AI-47384** County Clerk:
Requesting approval to pay the 2014-2015 (ASPA) American Society For Public Administration membership fees in the amount of \$100.00 for Mr. Arturo Guajardo, Jr. with the authority for the County Treasurer to issue check after review, audit and processing procedures are completed by the County Auditor.
- B. AI-47428** 398th D.C. (1100):
Approval to pay annual membership dues to the State Bar of Texas for Judge Aida Salinas, 398th District Court Judge, in the amount of \$60.00 (req #267011) with authority for County Treasurer to issue check after review, audit and processing procedures are completed by County Auditor.
- C. AI-47526** Pct. 4 ADM (1200):
Requesting approval to pay \$430 for International Right of Way Association membership dues for Mr. Jose Ochoa and Mr. Jesus Ozuna (req. #267102) with authority for the County Treasurer to issue the checks after review, audit, and processing procedures are completed.

7. **Headstart:**
- A. **AI-47449** Approval of Children's Applications for Program Year 2014-2015
 - B. **AI-47450** Approval of Texas Department of Agriculture Meals/Snacks Monthly Report: October 2014
 - C. **AI-47448** Approval of Financial Report: October 2014
 - D. **AI-47453** Approval of Risk Management Quarterly Report
 - E. **AI-47451** Approval of Special Services Monthly Report: October 2014
 - F. **AI-47452** Approval of the Learning Accomplishment Profile Diagnostic (LAP-D)Report (Pre-Assessment)

8. **Urban County:**
- A. **AI-47519** Request for approval of one (1) applicant in the City of La Joya and one (1) applicant in the Countywide area under the Owner-Occupied Housing Rehabilitation Program.

9. **Budget & Management:**

- A. **AI-47548** Self-Insured (2202)

Requesting approval of reimbursement of the Hidalgo County Workers' Comp. Claims paying account for claims paid by Tristar Risk Management for the period of 11/01-15/2014 in the amount of \$40,734.04 and requesting approval of wire transfer.

- B. **AI-47368** 1. Approval of reimbursement in the amount of \$1,214,698.90 to Blue Cross Blue Shield Insurance Company for claims paid on behalf of Hidalgo County from 11/08/14 to 11/21/14.

11/08-14/14	\$ 607,065.11
11/15-21/14	\$ 607,633.79
TOTAL	\$1,214,698.90

- 2. Approval of wire transfer to cover claims paid.

10. **Executive Office:**

- A. **AI-47602** Approval of 457 Plan hardship withdrawal request for employee #122335

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-47529** Requesting approval to pay property taxes owed in the amount or \$313.20 in connection with the Texas Mexican Railway (Tract 4 Block No. 260 Lot No. 15) with authority for County Treasurer to issue check after review and auditing procedures are completed by County Auditor.
- B. **AI-47531** Requesting authority to advertise (including the authority to re-advertise the project in the event that not bids are received and/or are rejected and project is still required) and approval of procurement packet (i.e., specifications, legal notice etc.) as attached hereto for Road & Drainage Construction for Palm Valley Estates, an Hidalgo County Pct 3 BCAP project.
- C. **AI-47564** Acceptance and approval of **Change Order No. 3** for an extension of sixty (60) additional days, epoxy flooring, metal soffit at porch, electric door strike in the total amount of \$32,900.00 to Contract No. C-13-072A-11-19 with **Couric Enterprises, LLC dba Foremost Construction** as reviewed/approved by project architect of record, Mata-Garcia Architects, LLP for: Hidalgo County Precinct No. 4 -"Construction of a Community Resource Center in San Carlos" with authority for County Judge, or Court Member to execute document.
- D. **AI-47417** Acceptance and approval of request for **Invoice Payment #20142117** as submitted by **TEDSI Infrastructure Group** in the amount of **\$20,237.79** amid **Work Authorizatation No. 2-PO#698569-Contract #c-08-227-02-09** for Professional Engineering Services from **September 01, 2014 to September 30, 2014**.
- E. **AI-47492** Pct. 4 Invoices:
 - 1. Acceptance and approval of request for payment of invoice T580725 for \$861.00 submitted by Terracon for the Mile 17.5 between Ware and Rooth Road project (PO# 705563).
- F. **AI-47485** Requesting authority to exercise the **First (1st) Year** of the additional two (2) one (1) year term extensions (as provided in the current lease agreement) for the **"Lease of Office Space in the City of Edinburg to House the 430th District Court"** (under the same rates, terms and conditions) with the Honorable **Joe E. Garcia, Trustee**, in connection to Lease Agreement#

- G. AI-47489** Approval of payment for Invoice #2014-0166 in the amount of \$2,507.35 for professional services, submitted by ERO Architects through Contract C-13-096-07-09 for the Pct 2 Equipment & Maintenance Facility.
- H. AI-47373 Judge's Office:**
Requesting authority to enter into a new 36-month (capital) lease copier agreement for a TASKalfa 3051ci PKG A through our membership/participation with (DIR) Department of Information Resources awarded vendor, Kyocera Mita America, Inc. / Nevill Business Machines, Inc., D/B/A: Nevill Imaging Solutions contract DIR-SDD-1664 through Requisition #266441 in the amount of \$136.72/month-equipment, B/W impressions @ \$44.20/month-service-overages @ \$.0068 each & color impressions @ \$78.00/month-service-overages @ \$.039 with a total of \$258.92/month, effective upon approval.
- I. AI-47490** Requesting authority to advertise and approval of procurement packet (i.e. specifications-requirements, legal notice, draft contract, etc.) due to no bids were received for: "Hidalgo County Health and Human Services -Laboratory Services" Bid No. 2014-415-00-00-MEG including the re-advertising of project in the event bids are received and project is still required.
- J. AI-47506** Requesting authority to advertise and approval of procurement packet (i.e., specifications - requirements, legal notice and Evaluation Criteria) as attached hereto for "**RFQ-2014-270-Substance Abuse Treatment & Primary Care Center**" for Hidalgo County Health and Human Services Department.
- K. AI-47507** Requesting authority to exercise the **Sixty (60) Day** grace period extension as provided in the current contract for the: "**Kitchen Equipment and Appliances Maintenance & Repairs Services**" (on an as needed basis) for the **Hidalgo County Sheriff's Office**, under the same rates, terms and conditions with **GREENWICH, INC. d/b/a COMMERCIAL KITCHEN PARTS & SERVICE, effective, 01/01/15, expires, 03/01/15** or (upon completion of the procurement process which ever comes first and is most advantageous to Hidalgo County).
- L. AI-47525** Due to funding requirements, requesting acceptance of a "Contribution-In-Aid-of Construction Agreement" (CIAC) with AEP Texas a Sole Source Vendor approved on AI#45513 (07-29-14), for the Installation of electrical facilities to serve Precinct No. 4 Sunflower Park in the total amount of \$570.40 with authority for County Judge to sign agreement.

M. AI-47345 Requesting approval to exercise the sixty (60) day extension as provided under the current contract between Hidalgo County and NTC Drug and Alcohol Testing Services for the provision of "Drug and Alcohol Testing for Hidalgo County Employees", under the same rates, terms and conditions.

N. AI-47461 Add Fuel Card Users:
1. Headstart Program - Fuel Card Users
2. Constable Pct No. 4 - Fuel Card User

AI-47616

1.

CC CONSENT

Meeting Date: 12/02/2014

Submitted By: Monica Badillo, EXECUTIVE
OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

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.)

BACKGROUND

Attachments

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Form Review

Form Started By: Monica Badillo

Started On: 12/01/2014 05:24 PM

Final Approval Date: 12/01/2014

Approval of Check Register as Summarized Below
December 2nd, 2014

Bank Account	Fund	Start Ck #	End Ck #		Amount
01	General Fund	406618	407274		3,368,853.81
02	Special Revenue	398393	398763		1,302,042.56
03	Debt Service	2187	2187		9,500.00
04	Capital Projects	15876	15899		481,314.46
05	Trust & Agency	23951	23988		1,919,082.14
07	Proprietary	5976	5978		266,041.87
15	Urban County	29737	29768		531,462.53

Total checks **7,878,297.37**

Ach Withdrawals for:

General Fund	ITEMS:	2	961,723.67
Trust & Agency Funds	ITEMS:	11	3,733,652.17
Payroll Fund	ITEMS:	4	3,257,843.77
Proprietary Funds	ITEMS:	1	794,189.63

Total withdrawals: **8,747,409.24**

Bank Internal Transfer for:

General Fund	ITEMS:	7	5,253,527.18
Special Revenue Funds	ITEMS:	4	1,852,693.07
Proprietary Funds	ITEMS:	2	39,371.98

Total transfers: **7,145,592.23**

Total electronic payments: **15,893,001.47**

Grand Total: **23,771,298.84**

ACH Withdrawals

Date	To	For	From	Amount
11/19/14	Texas Class Investment Pool	Tax Office Motor Vehicle	General Fund	489,414.30
11/26/14	Texas Class Investment Pool	Tax Office Motor Vehicle	General Fund	472,309.37
			Total General	<u>961,723.67</u>
11/28/14	IRS Tax Payment	Regular PP24	Trust & Agency Fund	1,042,024.52
11/28/14	IRS Tax Payment	Urban County PP24	Trust & Agency Fund	8,917.44
11/28/14	IRS Tax Payment	Elected Officials PP22	Trust & Agency Fund	45,459.06
11/28/14	Esimpkins	457 Reg. P/R PP24	Trust & Agency Fund	10,276.41
11/17/14	Esimpkins	457 Reg. P/R PP23	Trust & Agency Fund	10,226.41
11/17/14	Esimpkins	457 Elected Officials pp21	Trust & Agency Fund	275.00
11/28/14	Esimpkins	458 Elected Officials pp22	Trust & Agency Fund	275.00
11/28/14	Bank of America	Tx Dept of Criminal Just.	Trust & Agency Fund	34,765.48
11/28/14	IRS Tax Payment	E. Expense	Trust & Agency Fund	62,544.00
11/26/14	TXSDU	Child Support	Trust & Agency Fund	53,730.60
11/17/14	TCDRS	County Retirement	Trust & Agency Fund	2,465,158.25
			Total Trust & Agency	<u>3,733,652.17</u>
11/26/14	County Employees	Regular Payroll PP24	Payroll Fund	3,057,616.03
11/26/14	Urban Co. Employees	Urban Co. Payroll PP24	Payroll Fund	25,371.33
11/26/14	Election Workers	Election Expense	Payroll Fund	69,507.22
11/26/14	Elected Officials	Elected Official PP22	Payroll Fund	105,349.19
			Total Payroll	<u>3,257,843.77</u>
11/19/14	Blue Cross Blue Shield	Health Insurance Claims	Proprietary Fund	794,189.63
			Total Proprietary	<u>794,189.63</u>
			Total ACH Withdrawal	<u>8,747,409.24</u>
Bank Internal Transfers				
Date	To	For	From	Amount
11/24/14	Payroll Fund	Regular PP24	General Fund	2,097,172.58
11/26/14	Trust & Agency Fund	Regular PP24	General Fund	1,990,703.66
11/24/14	Payroll Fund	Elected Officials PP22	General Fund	115,378.61
11/26/14	Trust & Agency Fund	Elected Officials PP22	General Fund	93,563.62
11/26/14	Trust & Agency Fund	Election Expense	General Fund	64,681.50
11/24/14	Payroll Fund	Election Expense	General Fund	386,261.32
11/20/14	Tax Office Motor Vehicle	Return of Principal Investment	General Fund	505,765.89
			Total General	<u>5,253,527.18</u>
11/24/14	Payroll Fund	Regular PP24	Special Revenue Fund	939,612.71
11/26/14	Trust & Agency Fund	Regular PP24	Special Revenue Fund	860,544.79
11/24/14	Payroll Fund	Urban County PP24	Special Revenue Fund	25,371.33
11/26/14	Trust & Agency Fund	Urban County PP24	Special Revenue Fund	27,164.24
			Total Special Revenue	<u>1,852,693.07</u>
11/24/14	Payroll Fund	Regular PP24	Proprietary	20,830.74
11/26/14	Trust & Agency Fund	Regular PP24	Proprietary	18,541.24
			Total Proprietary	<u>39,371.98</u>
			Total Bank Transfers	<u>7,145,592.23</u>
			Grand Total	<u>15,893,001.47</u>

A/P Summary Check Register

FPREG01A

Bank	Check No	Amount	Date	Vendor	Type
01	00406618	99.00	11/25/14	355631 ACEVEDO, MARIA DE LOURDES	C
01	00406619	115.47	11/25/14	275875 EAN HOLDINGS, LLC	C
01	00406620	147.00	11/25/14	427250 GARCIA, ARTURO MANUEL	C
01	00406621	222.50	11/25/14	263966 GOMEZ, MARISA	C
01	00406622	2,049.56	11/25/14	30368 GUERRA, RENE A.	C
01	00406623	90.00	11/25/14	38113 HAKE, THEODORE C.	C
01	00406624	338.00	11/25/14	329568 HORSESHOE BAY RESORT	C
01	00406625	200.00	11/25/14	191809 LIVELY, SHANA	C
01	00406626	147.00	11/25/14	427268 LUNA, TIFFANY N.	C
01	00406627	90.00	11/25/14	374121 MCCORMICK, PATRICK KELLEY	C
01	00406628	147.00	11/25/14	427276 OROSCO, ESPERANZA	C
01	00406629	58.92	11/25/14	381594 PENA, GUSTAVO	C
01	00406630	257.00	11/25/14	366455 PEREZ, NORMA	C
01	00406631	45.85	11/25/14	406490 QUAIT, ROBERT	C
01	00406632	438.70	11/25/14	253847 RAMON, ISRAEL JR.	C
01	00406633	147.00	11/25/14	363804 RAMON, YVONNE	C
01	00406634	147.00	11/25/14	387738 RAMOS, HILDA	C
01	00406635	600.30	11/25/14	337234 RENAISSANCE AUSTIN HOTEL	C
01	00406636	479.55	11/25/14	337234 RENAISSANCE AUSTIN HOTEL	C
01	00406637	479.55	11/25/14	337234 RENAISSANCE AUSTIN HOTEL	C
01	00406638	600.30	11/25/14	337234 RENAISSANCE AUSTIN HOTEL	C
01	00406639	147.00	11/25/14	327778 SALAZAR, GLORIA	C
01	00406640	450.00	11/25/14	33251 SAM HOUSTON STATE UNIVERSITY	C
01	00406641	99.00	11/25/14	230766 SARMIENTO, DAIREN	C
01	00406642	147.00	11/25/14	401625 SOSA, MICHAEL	C
01	00406643	150.00	11/25/14	292176 TEXAS JUSTICE COURT TRAINING CENTER	C
01	00406644	247.77	11/25/14	205605 TORRES, OLGA L.	C
01	00406645	605.00	11/25/14	368954 LAW OFFICE OF DIANA FUENTES AGUILAR	C
01	00406646	835.00	11/25/14	201979 ALEMAN, JAIME	C
01	00406647	820.00	11/25/14	23019 ALEXANDER, MARK	C
01	00406648	3,230.00	11/25/14	375454 ALEXANDER, PAMELA S.	C
01	00406649	225.00	11/25/14	332917 ALVARADO, CATARINA S.	C
01	00406650	2,555.00	11/25/14	419397 ANAYA LAW FIRM PLLC	C
01	00406651	11,920.75	11/25/14	309931 BALL, JOHNATHAN TRACY	C
01	00406652	1,000.00	11/25/14	329134 BARBOSA, ALBERTO	C
01	00406653	1,070.00	11/25/14	299375 LAURA MARTINEZ BARBOSA	C
01	00406654	1,160.00	11/25/14	91456 LAW OFFICE OF MAURO BARREIRO	C
01	00406655	200.00	11/25/14	371262 BARRERA, JOSE OSCAR JR.	C
01	00406656	500.00	11/25/14	330752 CANALES, MELISA LARES	C
01	00406657	4,330.00	11/25/14	297895 CANCHE, RUDY JR.	C
01	00406658	1,332.50	11/25/14	341746 CANTU, JUDITH ANN	C
01	00406659	1,475.00	11/25/14	205028 LAW OFFICE OF ROBERT M. CAPELLO JR. P.C.	C
01	00406660	1,000.00	11/25/14	315532 CARLOS E. ORTEGON, P.C.	C
01	00406661	1,570.00	11/25/14	404373 CAVAZOS, CHRISTOPHER P.	C
01	00406662	840.00	11/25/14	188921 DAVID E CAZARES P.C.	C
01	00406663	1,015.00	11/25/14	348147 EDNA ESCANAME CEDILLO	C
01	00406664	175.00	11/25/14	406481 CHUGANI, HITESH K.	C
01	00406665	2,767.50	11/25/14	222232 LAW OFFICE OF M. TERESA CORONADO	C
01	00406666	450.00	11/25/14	421391 CRUZ, DEBBIE	C
01	00406667	1,350.00	11/25/14	413798 DE LA FUENTE & SOLIS, P.L.L.C.	C
01	00406668	380.00	11/25/14	422045 DE LUNA, JESSICA	C
01	00406669	1,075.00	11/25/14	213837 DIAZ, MELINDA	C
01	00406670	1,515.00	11/25/14	322555 ESPINOSA, PILAR V.	C
01	00406671	450.00	11/25/14	208809 ESQUIVEL, ROEL	C
01	00406672	350.00	11/25/14	333034 FLORES, ABIEL	C

A/P Summary Check Register

FPREG01A

Bank	Check No	Amount	Date	Vendor	Type
01	00406673	2,847.50	11/25/14	249378 OSCAR RENE FLORES, P.C.	C
01	00406674	665.00	11/25/14	365041 RENE A. FLORES	C
01	00406675	410.00	11/25/14	362964 SYLVIA VEGA FLORES	C
01	00406676	822.50	11/25/14	387592 CARLOS MOCTEZUMA GARCIA	C
01	00406677	650.00	11/25/14	217743 LAW OFFICE OF DALINDA B. GARCIA	C
01	00406678	355.00	11/25/14	241873 JAIME ROEL GARCIA	C
01	00406679	1,060.00	11/25/14	406864 GARZA GARCIA, PLLC	C
01	00406680	1,450.00	11/25/14	371432 GARZA, AURELIO	C
01	00406681	1,335.00	11/25/14	249629 GARZA, CARLOS JAIME	C
01	00406682	652.50	11/25/14	425028 GARZA, FRANCISCO J.	C
01	00406683	300.00	11/25/14	395641 GARZA, JOSE M.	C
01	00406684	4,067.50	11/25/14	287989 LAW OFFICE OF MELINDA D. GARZA	C
01	00406685	2,695.00	11/25/14	159298 GARZA, ROGELIO	C
01	00406686	880.00	11/25/14	252743 GARZA, ROLANDO	C
01	00406687	1,945.00	11/25/14	19062 GOMEZ, JOSE ANTONIO	C
01	00406688	1,500.00	11/25/14	181188 GONZALES, FRANCISCO E. JR.	C
01	00406689	600.00	11/25/14	411400 THE LAW OFFICE OF RICHARD D. GONZALES PC	C
01	00406690	550.00	11/25/14	251607 LAW OFFICE OF NOEL GONZALEZ	C
01	00406691	200.00	11/25/14	8311 GORENA, DAVID R.	C
01	00406692	1,095.00	11/25/14	282634 LAW OFFICE OF RAUL A. GUAJARDO, P.L.L.C	C
01	00406693	1,950.00	11/25/14	385158 ARMANDO M. GUERRA & ASSOCIATES, PLLC	C
01	00406694	1,940.00	11/25/14	400785 GUERRA, JUAN FRANCISCO	C
01	00406695	450.00	11/25/14	199788 GUERRA, VICTORIA	C
01	00406696	127.50	11/25/14	417564 GUERRERO, JOSE ROBERTO	C
01	00406697	2,530.00	11/25/14	376442 GUTIERREZ, ROEL	C
01	00406698	775.00	11/25/14	412406 HELLER, URI AARON	C
01	00406699	1,060.00	11/25/14	240079 HIGDON LAW FIRM, P.C.	C
01	00406700	250.00	11/25/14	215724 LAW OFFICE OF ABEL HINOJOSA	C
01	00406701	2,357.50	11/25/14	179094 JEANNE E. HOLMES, P.C.	C
01	00406702	600.00	11/25/14	378682 JARVIS LAW FIRM	C
01	00406703	135.00	11/25/14	87335 JURADO-GESSWEIN, YOLANDA	C
01	00406704	200.00	11/25/14	427454 LAW OFFICE OF AYALA & ACOSTA, PLLC	C
01	00406705	575.00	11/25/14	390232 LAW OFFICE OF CARLOS R. GALVAN	C
01	00406706	842.50	11/25/14	123307 LAW OFFICE OF ELBA ROCHA, PLLC	C
01	00406707	5,000.00	11/25/14	92096 SEPULVEDA, ELOY	C
01	00406708	370.00	11/25/14	322644 LAW OFFICE OF RODRIGO GARZA, JR, PLLC	C
01	00406709	4,875.00	11/25/14	319309 LAW OFFICE OF TRACI LYNN EVANS	C
01	00406710	200.00	11/25/14	385174 LAW OFFICES OF DAVID LEE MCGEE P.C.	C
01	00406711	802.50	11/25/14	114383 LONGORIA, DANIEL Q.	C
01	00406712	700.00	11/25/14	370991 LONGORIA, OSCAR LEE JR.	C
01	00406713	1,400.00	11/25/14	254673 LOPEZ, GREGORIO R.	C
01	00406714	2,210.00	11/25/14	353582 LOPEZ, TEODULO L. JR.	C
01	00406715	3,010.00	11/25/14	268879 MALDONADO, E. OMAR	C
01	00406716	200.00	11/25/14	307742 MARTINEZ, ARMANDO P.	C
01	00406717	432.50	11/25/14	282669 LAW OFFICE OF ROBERTO MEZA, JR.	C
01	00406718	1,540.00	11/25/14	159336 LAW OFFICE OF VERONICA MONCIVAIS	C
01	00406719	1,880.00	11/25/14	265543 LAW OFFICE OF DANIEL MORA, III	C
01	00406720	2,842.50	11/25/14	226297 MORALES-MARTINEZ, NEREYDA	C
01	00406721	1,390.00	11/25/14	382647 JORGE MUNOZ	C
01	00406722	200.00	11/25/14	245364 NITSCH, PATRICK A.	C
01	00406723	1,787.50	11/25/14	422932 O'HANLON RODRIGUEZ BETANCOURT & DEMERATH	C
01	00406724	1,050.00	11/25/14	253871 OSORIO, ALBERTO	C
01	00406725	400.00	11/25/14	425630 OZUNA, JOSE DANIEL	C
01	00406726	2,200.00	11/25/14	332232 PALACIOS & LOVE, ATTORNEYS AT LAW	C
01	00406727	930.00	11/25/14	424137 PALACIOS, GARZA & THOMPSON, P.C.	C

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01	00406728	11,525.00	11/25/14	156434 PALACIOS, TORIBIO	C
01	00406729	575.00	11/25/14	403377 PATINO & ASSOCIATES PLLC	C
01	00406730	300.00	11/25/14	402320 PENA LAW GROUP, PLLC	C
01	00406731	200.00	11/25/14	307114 PENA, ANTONIO DAVID	C
01	00406732	2,692.50	11/25/14	316261 PEREZ, KATHERINE GARCIA	C
01	00406733	410.00	11/25/14	143456 LAW OFFICE OF GEORGE PITCHFORD	C
01	00406734	4,280.00	11/25/14	209783 RAMIREZ, CARMEN B.	C
01	00406735	940.00	11/25/14	291749 RAMIREZ, JOSE ALBINO	C
01	00406736	1,880.00	11/25/14	159328 RAMIREZ, LUIS R.	C
01	00406737	500.00	11/25/14	95982 RAMIREZ, MARIO	C
01	00406738	700.00	11/25/14	145246 RAMIREZ, RUBEN	C
01	00406739	700.00	11/25/14	182273 REYES, DANIEL R.	C
01	00406740	635.00	11/25/14	360279 THE LAW OFFICE OF SAMUEL REYES	C
01	00406741	450.00	11/25/14	98655 RICHARD GARZA, ATTORNEY AT LAW	C
01	00406742	570.00	11/25/14	297615 LAW OFFICE OF REGINA RICHARDSON	C
01	00406743	4,462.50	11/25/14	255599 RODRIGUEZ, BERTHA ISABEL	C
01	00406744	1,695.00	11/25/14	10871 RODRIGUEZ, EMILIO JR.	C
01	00406745	1,875.00	11/25/14	248614 SAENZ, DAVID	C
01	00406746	937.50	11/25/14	353477 SAHADI, JAMES M.	C
01	00406747	670.00	11/25/14	423777 SALINAS, JORGE A.	C
01	00406748	430.00	11/25/14	317063 ROBERT J. SALINAS	C
01	00406749	250.00	11/25/14	205079 SANCHEZ, SAN JUANITA	C
01	00406750	410.00	11/25/14	212725 SOLIS, JAVIER E.	C
01	00406751	1,115.00	11/25/14	382442 THE LOREDO LAW FIRM PLLC	C
01	00406752	500.00	11/25/14	368067 TIJERINA LAW FIRM PC	C
01	00406753	590.00	11/25/14	320102 LAW OFFICE OF LAURO B. TREJO III	C
01	00406754	2,555.00	11/25/14	222518 LAW OFFICE OF GREGORIO TREVINO	C
01	00406755	820.00	11/25/14	383678 THE VARGAS LAW FIRM	C
01	00406756	667.50	11/25/14	251186 THE VASQUEZ LAW FIRM, PC	C
01	00406757	1,475.00	11/25/14	204927 VASQUEZ, LIBRADO KENO	C
01	00406758	1,055.00	11/25/14	51764 VILLARREAL, E.A., JR.	C
01	00406759	3,805.00	11/25/14	372722 LAW OFFICE OF THOMAS G. WAYLAND	C
01	00406760	1,262.50	11/25/14	295973 LAW OFFICE OF LENNARD K WHITTAKER	C
01	00406761	250.00	11/25/14	404381 WIESEHAN, ERIC	C
01	00406762	6,195.00	11/25/14	326585 WISE, MIGUEL D.	C
01	00406763	6,438.45	11/25/14	347868 HERRERA & HUNT, INC	C
01	00406764	28,872.18	11/25/14	347868 HERRERA & HUNT, INC	C
01	00406765	100.13	11/25/14	153915 CDW GOVERNMENT INC.	C
01	00406766	27.51	11/25/14	161128 CITY OF ALAMO	C
01	00406767	1.44	11/25/14	23825 MCALLEN PUBLIC UTILITY	C
01	00406768	29.00	11/25/14	414492 MOUNTAIN GLACIER, LLC	C
01	00406769	39.10	11/25/14	210463 HOLLON OIL CO D/B/A OIL CAN HARRY'S	C
01	00406770	122.65	11/25/14	91987 PUEBLO TIRES LTD	C
01	00406771	7,003.20	11/25/14	184012 SOUTHWEST KEY PROGRAMS, INC.	C
01	00406772	3,763.62	11/25/14	237299 TDCJ-CASHIER'S OFFICE	C
01	00406773	32.31	11/25/14	251577 VERIZON SOUTHWEST	C
01	00406774	100.60	11/25/14	89885 ACTION HYDRAULIC HOSES, ETC.	C
01	00406775	459.02	11/25/14	363588 AGUA SPECIAL UTILITY DISTRICT	C
01	00406776	1,774.72	11/25/14	401374 AIM MEDIA TEXAS OPERATING, LLC	C
01	00406777	1,819.80	11/25/14	401374 AIM MEDIA TEXAS OPERATING, LLC	C
01	00406778	4.00	11/25/14	416410 AIRGAS USA, LLC	C
01	00406779	330.00	11/25/14	403709 AL3 ENTERPRISES, LLC	C
01	00406780	129.15	11/25/14	399140 ALARM SECURITY GROUP LLC	C
01	00406781	150.00	11/25/14	269441 AMERICAN JUDGES ASSOCIATION	C
01	00406782	180.00	11/25/14	400700 AMERICAN SURVEILLANCE COMPANY, INC.	C

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Bank	Check No	Amount	Date	Vendor	Type
01	00406783	240.57	11/25/14	1961 ANDERSON EQUIPMENT CO INC	C
01	00406784	29,955.69	11/25/14	302465 ARGUINDEGUI OIL CO II LTD	C
01	00406785	629.83	11/25/14	151521 AT&T	C
01	00406786	181.45	11/25/14	328626 AT&T	C
01	00406787	1,794.00	11/25/14	2666 ATLAS, HALL & RODRIGUEZ, L.L.P	C
01	00406788	71.69	11/25/14	337412 AUTOZONE	C
01	00406789	47.36	11/25/14	399760 BEDRINANA, ARABELLA	C
01	00406790	270.00	11/25/14	365432 BOGLE, RICK & ANNETTE	C
01	00406791	6,847.03	11/25/14	4537 BURTON AUTO SUPPLY, INC	C
01	00406792	13,040.50	11/25/14	184217 CAPITAL PROJECTS	C
01	00406793	120.00	11/25/14	300896 CC DISTRIBUTORS, INC.	C
01	00406794	3,315.00	11/25/14	153915 CDW GOVERNMENT INC.	C
01	00406795	3,552.42	11/25/14	153915 CDW GOVERNMENT INC.	C
01	00406796	196.45	11/25/14	195332 CHIEF SUPPLY CORPORATION	C
01	00406797	310.00	11/25/14	6513 CITY OF EDINBURG	C
01	00406798	21,498.55	11/25/14	10197 CITY OF EDINBURG	C
01	00406799	1,779.97	11/25/14	10197 CITY OF EDINBURG	C
01	00406800	18.76	11/25/14	10197 CITY OF EDINBURG	C
01	00406801	45.08	11/25/14	10197 CITY OF EDINBURG	C
01	00406802	67.31	11/25/14	6637 CITY OF MISSION	C
01	00406803	344.90	11/25/14	6637 CITY OF MISSION	C
01	00406804	123.16	11/25/14	169447 CITY OF WESLACO	C
01	00406805	400.00	11/25/14	234303 COHRS, RICHARD	C
01	00406806	2,841.72	11/25/14	213861 COLLISON MASTERS INC	C
01	00406807	695.00	11/25/14	355372 CTC DISTRIBUTING, LTD	C
01	00406808	2,796.48	11/25/14	262455 DAHILL INDUSTRIES	C
01	00406809	28,145.69	11/25/14	314374 DAILEY-WELLS COMMUNICATIONS	C
01	00406810	471,015.60	11/25/14	184179 DEBT SERVICE	C
01	00406811	3,690.00	11/25/14	178136 DELL MARKETING L.P.	C
01	00406812	1,984.15	11/25/14	178136 DELL MARKETING L.P.	C
01	00406813	600.00	11/25/14	86525 DELTA SPECIALTIES SUPPLY	C
01	00406814	48.99	11/25/14	228389 DIRECTV	C
01	00406815	54.99	11/25/14	228389 DIRECTV	C
01	00406816	36.62	11/25/14	258385 DISH	C
01	00406817	177.80	11/25/14	324493 DOGGETT HEAVY MACHINERY SERVICES LLC	C
01	00406818	15.00	11/25/14	227153 SANTOY INVESTMENTS LLC	C
01	00406819	2,400.00	11/25/14	378631 EDMANN'S COMMERCIAL REFRIGERATION & A/C	C
01	00406820	250.00	11/25/14	94986 ELISA G. SANCHEZ, M.D.	C
01	00406821	675.00	11/25/14	283703 ESCALERA WRECKER, INC.	C
01	00406822	351.90	11/25/14	373117 ESCAMILLA, MINDY	C
01	00406823	817.92	11/25/14	311928 FASTENAL COMPANY	C
01	00406824	92.71	11/25/14	11908 FEDEX	C
01	00406825	34.05	11/25/14	11908 FEDEX	C
01	00406826	2,264.60	11/25/14	367346 FLEET SAFETY EQUIPMENT, INC.	C
01	00406827	1,069.03	11/25/14	13129 FRENCH ELLISON TRUCK CENTER LLC	C
01	00406828	325.85	11/25/14	125717 FRONTERA MATERIALS, INC.	C
01	00406829	636.18	11/25/14	321826 G & K SERVICE INC.	C
01	00406830	39.71	11/25/14	321826 G & K SERVICE INC.	C
01	00406831	235.20	11/25/14	361186 GALINDO, FLOR	C
01	00406832	1,080.00	11/25/14	183121 GALLS LLC	C
01	00406833	2,579.50	11/25/14	183121 GALLS, LLC	C
01	00406834	8,216.35	11/25/14	13897 GATEWAY PRINTING & OFFICE SUPPLY, INC.	C
01	00406835	5,243.25	11/25/14	13897 GATEWAY PRINTING & OFFICE SUPPLY, INC.	C
01	00406836	4,403.70	11/25/14	169242 GCR TIRE CENTERS	C
01	00406837	1,802.15	11/25/14	211567 GE CAPITAL INFORMATION TECHNOLOGY SOLUTI	C

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01	00406838	5,062.50	11/25/14	359211 GONZALEZ, AMANDO O.	C
01	00406839	167.00	11/25/14	413860 GRAY & ASSOCIATES, CPA'S	C
01	00406840	10,666.35	11/25/14	15253 GULF COAST PAPER CO.	C
01	00406841	591.70	11/25/14	242101 H & V EQUIPMENT, INC.	C
01	00406842	750.00	11/25/14	413038 H. G. MAYBECK CO., INC.	C
01	00406843	2,382.47	11/25/14	296627 HENRY SCHEIN, INC.	C
01	00406844	13,616.00	11/25/14	16357 HIDALGO CO. DISTRICT CLERK	C
01	00406845	675.00	11/25/14	299103 HID CO HEALTH & HUMAN SERVICES DEPT.	C
01	00406846	11.40	11/25/14	198331 HIDALGO COUNTY IRRIGATION DIST. #2	C
01	00406847	697.12	11/25/14	336084 HUBERT COMPANY	C
01	00406848	300.00	11/25/14	265152 IDOCKET.COM	C
01	00406849	471.39	11/25/14	242047 INTAB, INC.	C
01	00406850	1,255.97	11/25/14	179442 IVAN'S AUTOMOTIVE	C
01	00406851	20,931.25	11/25/14	422886 J.V. MANUFACTURING, INC	C
01	00406852	978.41	11/25/14	262447 JOHNSON SUPPLY	C
01	00406853	634.50	11/25/14	253324 JOHNSTONE SUPPLY-PHARR	C
01	00406854	238.40	11/25/14	175048 JONES MCCLURE PUBLISHING	C
01	00406855	86.00	11/25/14	175048 JONES MCCLURE PUBLISHING	C
01	00406856	280.00	11/25/14	19941 KALIFA'S WESTERN WEAR, INC.	C
01	00406857	100.05	11/25/14	119784 LABATT FOOD SERVICE	C
01	00406858	9,227.06	11/25/14	204129 LAW OFFICES OF PRESTON HENRICHSON P.C.	C
01	00406859	1,048.00	11/25/14	237507 LEXISNEXIS	C
01	00406860	412.00	11/25/14	237507 LEXISNEXIS	C
01	00406861	270.00	11/25/14	227986 LJH SERVICES, INC.	C
01	00406862	295.81	11/25/14	168602 LONE STAR NATIONAL BANK	C
01	00406863	49.16	11/25/14	143731 LONE STAR OVERNIGHT	C
01	00406864	10,583.80	11/25/14	288772 LONE STAR UNIFORMS, INC.	C
01	00406865	1,425.00	11/25/14	404462 LOPEZ, CATALINA	C
01	00406866	556.30	11/25/14	349798 LOWE'S	C
01	00406867	45.64	11/25/14	321451 MARIA E. RODRIGUEZ	C
01	00406868	7,200.00	11/25/14	152951 MARIN GARZA M.D.	C
01	00406869	69.98	11/25/14	23493 MATT'S CASH & CARRY	C
01	00406870	2,922.00	11/25/14	23485 MATTHEW BENDER & CO., INC.	C
01	00406871	7,903.00	11/25/14	262056 JOSE E. GARCIA	C
01	00406872	500.00	11/25/14	266264 MCALLEN HOSPITALS, L.P.	C
01	00406873	4,500.00	11/25/14	403784 MCCLELLAND, JACK	C
01	00406874	574.18	11/25/14	238996 MED-AID PHARMACY	C
01	00406875	1,875.00	11/25/14	300675 MEMORIAL FUNERAL HOME	C
01	00406876	175.00	11/25/14	251518 MIKE'S PLUMBING & ELECTRICAL, INC.	C
01	00406877	18.00	11/25/14	125334 MINGO'S CAR KLINIC & DETAILING	C
01	00406878	37.14	11/25/14	24996 MISSION AUTO ELECTRIC, INC.	C
01	00406879	515.00	11/25/14	25097 MISSION HOSPITAL	C
01	00406880	203.97	11/25/14	275506 MOBILE RELAYS PARTNERS, LTD.	C
01	00406881	93.38	11/25/14	388467 MODEL LAUNDRY, LLC	C
01	00406882	8,500.59	11/25/14	375462 MOLINA, EFRAIN JR.	C
01	00406883	14.00	11/25/14	407488 MOLINA, PATRICIA ANN	C
01	00406884	1,212.46	11/25/14	414492 MOUNTAIN GLACIER, LLC	C
01	00406885	210.00	11/25/14	294144 MSC INDUSTRIAL SUPPLY CO.	C
01	00406886	250.00	11/25/14	349542 RONALDO MUNOZ	C
01	00406887	1,287.66	11/25/14	153842 NICO PRODUCE CO, INC	C
01	00406888	7,500.00	11/25/14	421863 NOLTING, KEVIN V.	C
01	00406889	.60	11/25/14	25895 NORTH ALAMO WATER SUPPLY CORP	C
01	00406890	127.17	11/25/14	25895 NORTH ALAMO WATER SUPPLY CORP	C
01	00406891	117.92	11/25/14	25895 NORTH ALAMO WATER SUPPLY CORP	C
01	00406892	24.44	11/25/14	25895 NORTH ALAMO WATER SUPPLY CORP	C

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01	00406893	1,343.65	11/25/14	25895 NORTH ALAMO WATER SUPPLY CORP	C
01	00406894	3,618.79	11/25/14	221945 O'REILLY AUTOMOTIVE STORES, INC.	C
01	00406895	843.39	11/25/14	312231 OFFICE DEPOT	C
01	00406896	180,175.17	11/25/14	342408 PERDUE, BRANDON FIELDER, COLLINS & MOTT	C
01	00406897	550.00	11/25/14	28673 PINKY'S UPHOLSTERY	C
01	00406898	9,250.00	11/25/14	344478 PITNEY BOWES GLOBAL FINANCIAL SRVS LLC	C
01	00406899	461.52	11/25/14	332755 PRECISION DELTA CORP	C
01	00406900	320.00	11/25/14	274615 PRO-TECH PEST CONTROL	C
01	00406901	115.85	11/25/14	91987 PUEBLO TIRES LTD	C
01	00406902	674.00	11/25/14	43192 R.E. FRIEDRICHS CO	C
01	00406903	30.24	11/25/14	357448 RAMIREZ, PEDRO LUIS	C
01	00406904	42.39	11/25/14	277223 RELIANT, DEPT 0954	C
01	00406905	57,028.93	11/25/14	277223 RELIANT, DEPT 0954	C
01	00406906	1,545.55	11/25/14	277223 RELIANT, DEPT 0954	C
01	00406907	909.18	11/25/14	277223 RELIANT, DEPT 0954	C
01	00406908	225.36	11/25/14	327433 RENAISSANCE EMERGENCY PHYSICIANS	C
01	00406909	90.21	11/25/14	401854 REPUBLIC SERVICES, INC.	C
01	00406910	35.60	11/25/14	31003 RIO GRANDE PLUMBING SUPPLY INC.	C
01	00406911	70.00	11/25/14	428469 RIOS, MARTIN	C
01	00406912	392.83	11/25/14	269123 RUSH TRUCK CENTERS OF TEXAS, LP	C
01	00406913	142.57	11/25/14	280615 SAN MARCOS FAMILY MEDICINE, PA	C
01	00406914	164.53	11/25/14	34282 SHERWIN-WILLIAMS COMPANY	C
01	00406915	429.67	11/25/14	198501 SOUTH TEXAS KIDNEY SPECIALISTS, P.A.	C
01	00406916	3,458.01	11/25/14	129763 SOUTHERN FOODS GROUP, LLC	C
01	00406917	1,096.00	11/25/14	328804 SOUTHERN TIRE MART	C
01	00406918	1,083,021.90	11/25/14	184195 SPECIAL REVENUE FUND	C
01	00406919	8,915.84	11/25/14	210501 SPRINT	C
01	00406920	2,482.12	11/25/14	319449 STAPLES ADVANTAGE	C
01	00406921	862.66	11/25/14	319449 STAPLES ADVANTAGE	C
01	00406922	2,942.66	11/25/14	319449 STAPLES ADVANTAGE	C
01	00406923	200.00	11/25/14	308269 STATE FARM INSURANCE	C
01	00406924	1,063.00	11/25/14	133655 SUPERIOR ALARMS	C
01	00406925	2,374.28	11/25/14	114243 SYSCO INC.	C
01	00406926	55.82	11/25/14	171751 TEXAS COMM. ON ENVIRONMENTAL QUALITY	C
01	00406927	680.00	11/25/14	162663 TEXAS COMMISSION ON FIRE PROTECTION	C
01	00406928	5,224.00	11/25/14	369039 TEXAS LAND RECLAMATION LLC	C
01	00406929	70.76	11/25/14	231924 TIME WARNER CABLE	C
01	00406930	74.46	11/25/14	231924 TIME WARNER CABLE	C
01	00406931	468.00	11/25/14	213934 TRANE U.S. INC.	C
01	00406932	416.03	11/25/14	401838 U.S. BANK NATIONAL ASSOCIATION ND	C
01	00406933	359.01	11/25/14	36927 UNIFIRST HOLDINGS, INC	C
01	00406934	262.30	11/25/14	36927 UNIFIRST HOLDINGS, INC	C
01	00406935	76.46	11/25/14	155284 UNITED PARCEL SERVICE	C
01	00406936	1,445.74	11/25/14	332216 VALLEY METRO SECURITY LLC	C
01	00406937	793.60	11/25/14	132799 VALLEY OUTDOOR POWER EQUIPMENT, INC.	C
01	00406938	250.02	11/25/14	40363 CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	C
01	00406939	151.85	11/25/14	278211 VASQUEZ, REGINA CSR	C
01	00406940	179.83	11/25/14	251577 VERIZON SOUTHWEST, INC.	C
01	00406941	160.77	11/25/14	287024 VERIZON WIRELESS	C
01	00406942	37.99	11/25/14	287024 VERIZON WIRELESS	C
01	00406943	126.32	11/25/14	287024 VERIZON WIRELESS	C
01	00406944	145.00	11/25/14	208078 VIDEO SOUND & LIGHT ENTERPRISES INC.	C
01	00406945	4,328.06	11/25/14	40991 GRAINGER	C
01	00406946	164.81	11/25/14	40991 W. W. GRAINGER INC.	C
01	00406947	17,050.26	11/25/14	369195 WESTWOOD PHARMACY CLINICAL SERVICES	C

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Bank	Check No	Amount	Date	Vendor	Type
01	00406948	20.00	11/25/14	319082 WHAT-A-WASH CARWASH	C
01	00406949	75.10	11/25/14	323403 WITTIG, DON	C
01	00406950	939.12	11/25/14	42129 XEROX CORPORATION	C
01	00406951	1,218.75	11/25/14	42129 XEROX CORPORATION	C
01	00406952	9.41	12/02/14	10197 CITY OF EDINBURG	C
01	00406953	15.49	12/02/14	134686 CITY OF MERCEDES	C
01	00406954	14.52	12/02/14	169447 CITY OF WESLACO	C
01	00406955	44.30	12/02/14	212903 PEGASUS SCHOOLS, INC.	C
01	00406956	75.00	12/02/14	402419 HOLCHEMONT, LTD	C
01	00406957	405.00	12/02/14	401544 360TRAINING.COM, INC.	C
01	00406958	9,360.35	12/02/14	343277 CITIBANK	C
01	00406959	869.19	12/02/14	31879 DELGADO, RODOLFO JUDGE	C
01	00406960	148.35	12/02/14	369454 EMBASSY SUITES SAN MARCOS	C
01	00406961	596.90	12/02/14	396095 ENTERPRISE HOLDINGS, INC.	C
01	00406962	534.22	12/02/14	206393 INKS, JACQUELINE	C
01	00406963	452.27	12/02/14	428531 OCHOA, MARCOS LUIS	C
01	00406964	93.95	12/02/14	381594 PENA, GUSTAVO	C
01	00406965	500.13	12/02/14	381608 PINA, OMAR	C
01	00406966	165.00	12/02/14	365459 TEXAS ASSOC. OF ELECTIONS ADM.	C
01	00406967	72.37	12/02/14	328308 ZAVALA, RICARDO	C
01	00406968	1,970.00	12/02/14	201979 ALEMAN, JAIME	C
01	00406969	1,715.00	12/02/14	23019 ALEXANDER, MARK	C
01	00406970	3,520.00	12/02/14	375454 ALEXANDER, PAMELA S.	C
01	00406971	350.00	12/02/14	425621 ALMA Z. VILLARREAL, P.C.	C
01	00406972	505.00	12/02/14	332917 ALVARADO, CATARINA S.	C
01	00406973	820.00	12/02/14	419397 ANAYA LAW FIRM PLLC	C
01	00406974	750.00	12/02/14	309931 BALL, JOHNATHAN TRACY	C
01	00406975	425.00	12/02/14	329134 BARBOSA, ALBERTO	C
01	00406976	200.00	12/02/14	299375 LAURA MARTINEZ BARBOSA	C
01	00406977	1,825.00	12/02/14	91456 LAW OFFICE OF MAURO BARREIRO	C
01	00406978	1,495.00	12/02/14	205028 LAW OFFICE OF ROBERT M. CAPELLO JR. P.C.	C
01	00406979	7,515.00	12/02/14	315532 CARLOS E. ORTEGON, P.C.	C
01	00406980	190.00	12/02/14	337374 CASTILLO, ELIZABETH	C
01	00406981	1,100.00	12/02/14	404373 CAVAZOS, CHRISTOPHER P.	C
01	00406982	2,537.50	12/02/14	222232 LAW OFFICE OF M. TERESA CORONADO	C
01	00406983	1,725.00	12/02/14	421391 CRUZ, DEBBIE	C
01	00406984	400.00	12/02/14	428523 DAVIS, DEMETRIUS J.	C
01	00406985	1,080.00	12/02/14	413798 DE LA FUENTE & SOLIS, P.L.L.C.	C
01	00406986	200.00	12/02/14	402761 DE OCHOA, SONIA	C
01	00406987	710.00	12/02/14	213837 DIAZ, MELINDA	C
01	00406988	3,250.00	12/02/14	322555 ESPINOSA, PILAR V.	C
01	00406989	525.00	12/02/14	333034 FLORES, ABIEL	C
01	00406990	1,735.00	12/02/14	249378 OSCAR RENE FLORES, P.C.	C
01	00406991	250.00	12/02/14	427853 FLORES, ROBERT R.	C
01	00406992	200.00	12/02/14	217743 LAW OFFICE OF DALINDA B. GARCIA	C
01	00406993	2,487.50	12/02/14	241873 JAIME ROEL GARCIA	C
01	00406994	700.00	12/02/14	406864 GARZA GARCIA, PLLC	C
01	00406995	830.00	12/02/14	145882 ABEL GARZA ATTORNEY AT LAW	C
01	00406996	1,885.00	12/02/14	249629 GARZA, CARLOS JAIME	C
01	00406997	3,695.00	12/02/14	425028 GARZA, FRANCISCO J.	C
01	00406998	1,025.00	12/02/14	395641 GARZA, JOSE M.	C
01	00406999	1,025.00	12/02/14	252743 GARZA, ROLANDO	C
01	00407000	375.00	12/02/14	19062 GOMEZ, JOSE ANTONIO	C
01	00407001	500.00	12/02/14	411400 THE LAW OFFICE OF RICHARD D. GONZALES PC	C
01	00407002	1,750.00	12/02/14	385158 ARMANDO M. GUERRA & ASSOCIATES, PLLC	C

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Bank	Check No	Amount	Date	Vendor	Type
01	00407003	117.50	12/02/14	383651 GUERRERO, FRANCISCO II	C
01	00407004	745.00	12/02/14	376442 GUTIERREZ, ROEL	C
01	00407005	850.00	12/02/14	350095 HERNANDEZ, AGUSTIN JR	C
01	00407006	375.00	12/02/14	342858 MARISSA ANNA CARRANZA HERNANDEZ	C
01	00407007	857.50	12/02/14	179094 JEANNE E. HOLMES, P.C.	C
01	00407008	200.00	12/02/14	299219 LAW OFFICE OF ALMA R. GARZA, P.C.	C
01	00407009	317.50	12/02/14	249173 UNITED STATES TREASURY	C
01	00407010	7,920.00	12/02/14	390232 LAW OFFICE OF CARLOS R. GALVAN	C
01	00407011	1,507.50	12/02/14	123307 LAW OFFICE OF ELBA ROCHA, PLLC	C
01	00407012	4,670.00	12/02/14	92096 SEPULVEDA, ELOY	C
01	00407013	905.00	12/02/14	319309 LAW OFFICE OF TRACI LYNN EVANS	C
01	00407014	400.00	12/02/14	370991 LONGORIA, OSCAR LEE JR.	C
01	00407015	300.00	12/02/14	380725 MARROQUIN, ARMANDO JAMIL	C
01	00407016	270.00	12/02/14	307742 MARTINEZ, ARMANDO P.	C
01	00407017	175.00	12/02/14	375462 MOLINA, EFRAIN JR.	C
01	00407018	3,182.50	12/02/14	226297 MORALES-MARTINEZ, NEREYDA	C
01	00407019	450.00	12/02/14	382647 JORGE MUNOZ	C
01	00407020	452.50	12/02/14	245364 NITSCH, PATRICK A.	C
01	00407021	200.00	12/02/14	234257 THE LAW OFFICE OF DAMIAN OROZCO	C
01	00407022	300.00	12/02/14	396206 OXFORD, AUSTIN HALE	C
01	00407023	200.00	12/02/14	332232 PALACIOS & LOVE, ATTORNEYS AT LAW	C
01	00407024	400.00	12/02/14	424137 PALACIOS, GARZA & THOMPSON, P.C.	C
01	00407025	200.00	12/02/14	402320 PENA LAW GROUP, PLLC	C
01	00407026	250.00	12/02/14	307114 PENA, ANTONIO DAVID	C
01	00407027	4,110.00	12/02/14	207748 PENA, FIDEL LUIS III	C
01	00407028	405.00	12/02/14	316261 PEREZ, KATHERINE GARCIA	C
01	00407029	1,230.00	12/02/14	143456 LAW OFFICE OF GEORGE PITCHFORD	C
01	00407030	5,815.00	12/02/14	209783 RAMIREZ, CARMEN B.	C
01	00407031	810.00	12/02/14	159328 RAMIREZ, LUIS R.	C
01	00407032	200.00	12/02/14	95982 RAMIREZ, MARIO	C
01	00407033	635.00	12/02/14	145246 RAMIREZ, RUBEN	C
01	00407034	800.00	12/02/14	182273 REYES, DANIEL R.	C
01	00407035	250.00	12/02/14	418943 RIGNEY, PATRICIA ANN	C
01	00407036	2,487.50	12/02/14	255599 RODRIGUEZ, BERTHA ISABEL	C
01	00407037	655.00	12/02/14	256463 RODRIGUEZ, JOHN J.	C
01	00407038	1,370.00	12/02/14	317063 ROBERT J. SALINAS	C
01	00407039	350.00	12/02/14	205079 SANCHEZ, SAN JUANITA	C
01	00407040	957.50	12/02/14	311553 THE SANCHEZ LAW FIRM	C
01	00407041	550.00	12/02/14	408247 SCHUETTE, ABIGAIL R.	C
01	00407042	1,225.00	12/02/14	212725 SOLIS, JAVIER E.	C
01	00407043	622.50	12/02/14	382442 THE LOREDO LAW FIRM PLLC	C
01	00407044	1,560.00	12/02/14	349844 THE MANGI LAW OFFICE, P.C.	C
01	00407045	200.00	12/02/14	376752 THE RODRIGUEZ LAW FIRM	C
01	00407046	350.00	12/02/14	222518 LAW OFFICE OF GREGORIO TREVINO	C
01	00407047	200.00	12/02/14	320196 VALDEZ, ROOSEVELT ROY	C
01	00407048	1,025.00	12/02/14	383678 THE VARGAS LAW FIRM	C
01	00407049	910.00	12/02/14	51764 VILLARREAL, E.A., JR.	C
01	00407050	480.00	12/02/14	404381 WIESEHAN, ERIC	C
01	00407051	1,622.50	12/02/14	326585 WISE, MIGUEL D.	C
01	00407052	3,769.71	12/02/14	426202 ABM JANITORIAL SERVICES-SOUTH CENTRAL, I	C
01	00407053	10,594.50	12/02/14	297984 ADAPCO, INC.	C
01	00407054	5,729.59	12/02/14	401374 AIM MEDIA TEXAS OPERATING, LLC	C
01	00407055	4,709.40	12/02/14	403709 AL3 ENTERPRISES, LLC	C
01	00407056	296.45	12/02/14	399140 ALARM SECURITY GROUP LLC	C
01	00407057	1,772.50	12/02/14	399140 ALARM SECURITY GROUP LLC	C

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Bank	Check No	Amount	Date	Vendor	Type
01	00407058	699.00	12/02/14	196339 AMERICAN AUDIO ALARM & TINT	C
01	00407059	1,440.00	12/02/14	400700 AMERICAN SURVEILLANCE COMPANY, INC.	C
01	00407060	1,049.97	12/02/14	199362 ANRIGE, INC.	C
01	00407061	99,010.54	12/02/14	302465 ARGUINDEGUI OIL CO II LTD	C
01	00407062	11,202.51	12/02/14	302465 ARGUINDEGUI OIL CO II LTD	C
01	00407063	126.01	12/02/14	237426 ARISPE, MARISSA M.	C
01	00407064	112.60	12/02/14	310212 ARROWHEAD SCIENTIFIC, INC.	C
01	00407065	96.36	12/02/14	328626 AT&T	C
01	00407066	264.56	12/02/14	328626 AT&T	C
01	00407067	128.99	12/02/14	328626 AT&T	C
01	00407068	331.05	12/02/14	278378 AT&T LONG DISTANCE	C
01	00407069	366.31	12/02/14	366501 AT&T MOBILITY	C
01	00407070	3,600.00	12/02/14	2666 ATLAS, HALL & RODRIGUEZ, L.L.P	C
01	00407071	10,000.00	12/02/14	342009 AUTOPSY SVCS & EXPERT TESTIMONY, PLLC	C
01	00407072	11,250.00	12/02/14	342009 AUTOPSY SVCS & EXPERT TESTIMONY, PLLC	C
01	00407073	3,381.91	12/02/14	337412 AUTOZONE	C
01	00407074	1,185.92	12/02/14	220205 B & H PHOTO VIDEO	C
01	00407075	340.00	12/02/14	385778 BIO-OPS, LLC.	C
01	00407076	375.50	12/02/14	90476 BOB BARKER COMPANY, INC	C
01	00407077	5,628.40	12/02/14	402559 BORDEN DAIRY COMPANY	C
01	00407078	153.44	12/02/14	419559 BOWIE-GALLEGOS, ASHLEE MICHELLE	C
01	00407079	429.21	12/02/14	292885 BRIONES, AQUILINA	C
01	00407080	232,897.00	12/02/14	262501 BROOKS COUNTY DETENTION CENTER	C
01	00407081	1,128.20	12/02/14	4561 BUSTER LIND PRODUCE	C
01	00407082	198.36	12/02/14	179272 CANON FINANCIAL SERVICES INC.	C
01	00407083	155.79	12/02/14	179272 CANON FINANCIAL SERVICES INC.	C
01	00407084	53.20	12/02/14	383635 CANTU, GERARDO	C
01	00407085	57.68	12/02/14	212873 CARRANZA, ALICE	C
01	00407086	487.20	12/02/14	222062 CARRILLO, IRENE	C
01	00407087	293.63	12/02/14	202401 CARRILLO, LAURA	C
01	00407088	190.58	12/02/14	419567 CASTILLO, YESSICA	C
01	00407089	99.68	12/02/14	426334 CASTRO, CYNTHIA A.	C
01	00407090	2,500.00	12/02/14	101575 CASTRO, DAVID M.	C
01	00407091	30.24	12/02/14	124923 CASTRO, MARY ANN	C
01	00407092	625.92	12/02/14	300896 CC DISTRIBUTORS, INC.	C
01	00407093	2,558.25	12/02/14	153915 CDW GOVERNMENT INC.	C
01	00407094	170.06	12/02/14	302511 CENTRAL RESTAURANT PRODUCTS	C
01	00407095	12,867.59	12/02/14	195332 CHIEF SUPPLY CORPORATION	C
01	00407096	1,876.00	12/02/14	255521 CHILDREN'S ADVOCACY CENTER OF HIDALGO	C
01	00407097	29,365.67	12/02/14	6513 CITY OF EDINBURG	C
01	00407098	3,318.20	12/02/14	10197 CITY OF EDINBURG	C
01	00407099	3,732.77	12/02/14	213861 COLLISON MASTERS INC	C
01	00407100	2,982.18	12/02/14	403954 COLORADO BOXED BEEF CO.	C
01	00407101	1,150.00	12/02/14	264709 COR-ZAM LLC	C
01	00407102	300.26	12/02/14	270563 CPL RETAIL ENERGY, LP	C
01	00407103	20.00	12/02/14	310239 D & M CLEANERS	C
01	00407104	1,507.92	12/02/14	262455 DAHILL INDUSTRIES	C
01	00407105	145.00	12/02/14	250562 DANABY RENTALS, INC.	C
01	00407106	7,000.00	12/02/14	428671 DANIEL SILVA, SR & LESLEY GARCES FOR	C
01	00407107	10,575.00	12/02/14	423807 DATA DEFENDERS, LLC	C
01	00407108	10.90	12/02/14	367044 DE ALBA TORTILLA FACTORY & BAKERY	C
01	00407109	28.56	12/02/14	370347 DEL ANGEL, ENEDELIA	C
01	00407110	107.00	12/02/14	228389 DIRECTV	C
01	00407111	1,586.40	12/02/14	326577 E.R. PAINT SHOP	C
01	00407112	117.00	12/02/14	227153 SANTOY INVESTMENTS LLC	C

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01	00407113	284.00	12/02/14	400211 ENFORCEMENT VIDEO, LLC	C
01	00407114	90.00	12/02/14	216526 EVIDENT, INC.	C
01	00407115	17.19	12/02/14	412872 FASTSERV SUPPLY, INC.	C
01	00407116	192.71	12/02/14	11908 FEDEX	C
01	00407117	305.60	12/02/14	344699 FIESTA CHEVROLET, INC.	C
01	00407118	171.99	12/02/14	367346 FLEET SAFETY EQUIPMENT, INC.	C
01	00407119	271.60	12/02/14	371947 FLORES, ESMERALDA	C
01	00407120	198.80	12/02/14	419575 FLORES, MARK ANTHONY	C
01	00407121	3,704.36	12/02/14	289612 FLOWERS BAKING CO. OF SAN ANTONIO, LLC	C
01	00407122	66.10	12/02/14	332348 FOUR PAWS ANIMAL HOSPITAL	C
01	00407123	262.16	12/02/14	321826 G & K SERVICE INC.	C
01	00407124	39.71	12/02/14	321826 G & K SERVICE INC.	C
01	00407125	2,045.31	12/02/14	183121 GALLS LLC	C
01	00407126	15,000.00	12/02/14	428663 GARCES, LESLEY, IND AND THE	C
01	00407127	331.95	12/02/14	349887 GARCIA, ANGELICA	C
01	00407128	336.16	12/02/14	313157 GARCIA, NORMA A.	C
01	00407129	7,426.17	12/02/14	13897 GATEWAY PRINTING & OFFICE SUPPLY, INC.	C
01	00407130	310.29	12/02/14	13897 GATEWAY PRINTING & OFFICE SUPPLY, INC.	C
01	00407131	593.68	12/02/14	169242 GCR TIRE CENTERS	C
01	00407132	3,223.60	12/02/14	211567 GE CAPITAL INFORMATION TECHNOLOGY SOLUTI	C
01	00407133	3,123.67	12/02/14	211567 GE CAPITAL INFORMATION TECHNOLOGY SOLUTI	C
01	00407134	193.50	12/02/14	211567 GE CAPITAL INFORMATION TECHNOLOGY SOLUTI	C
01	00407135	1,711.76	12/02/14	211567 GE CAPITAL INFORMATION TECHNOLOGY SOLUTI	C
01	00407136	459.55	12/02/14	297917 GEMINI AMBULANCE SERVICE, INC.	C
01	00407137	1,473.00	12/02/14	189774 GERARD RICKHOFF	C
01	00407138	64.40	12/02/14	198633 GONZALEZ, NORMA	C
01	00407139	60.48	12/02/14	383503 GUAJARDO, ABIGAIL	C
01	00407140	900.00	12/02/14	224553 GUERRERO, LORENZA RNC, CP/CA, SAFE	C
01	00407141	1,481.51	12/02/14	15253 GULF COAST PAPER CO.	C
01	00407142	25.00	12/02/14	15369 GUTHRIE'S LOCKSMITH & SAFE SHOP	C
01	00407143	57.13	12/02/14	252468 HACIENDA FORD	C
01	00407144	3,809.50	12/02/14	296627 HENRY SCHEIN INC.	C
01	00407145	9,832.00	12/02/14	16357 HIDALGO CO. DISTRICT CLERK	C
01	00407146	1,365.00	12/02/14	94366 BD HOLT CO	C
01	00407147	506.52	12/02/14	305545 THE HOME DEPOT	C
01	00407148	1,356.62	12/02/14	291374 HOME DEPOT CREDIT SERVICES	C
01	00407149	35,180.00	12/02/14	392898 INFORMATION MANAGEMENT SOLUTIONS, L.L.C.	C
01	00407150	6,150.00	12/02/14	207055 IVAN G. MELENDEZ, M.D.	C
01	00407151	2,126.27	12/02/14	179442 IVAN'S AUTOMOTIVE	C
01	00407152	522.25	12/02/14	422886 J.V. MANUFACTURING, INC	C
01	00407153	88.00	12/02/14	255637 JASON'S DELI	C
01	00407154	1,400.00	12/02/14	18465 JESSE TREVINO INSURANCE AGENCY, INC.	C
01	00407155	41.96	12/02/14	262447 JOHNSON SUPPLY	C
01	00407156	197.55	12/02/14	421979 KELLOGG, DALILA	C
01	00407157	9,040.00	12/02/14	361321 KELLY, BLANCHE	C
01	00407158	4.48	12/02/14	288241 KENNAN, DALE	C
01	00407159	31.95	12/02/14	422223 LA MEXICANA BAKERY	C
01	00407160	1,350.93	12/02/14	119784 LABATT FOOD SERVICE	C
01	00407161	54,145.00	12/02/14	271632 LCS CORRECTIONS SERVICES, INC.	C
01	00407162	113.81	12/02/14	282693 LEXISNEXIS RISK DATA MANAGEMENT INC	C
01	00407163	138.00	12/02/14	288772 LONE STAR UNIFORMS, INC.	C
01	00407164	100.00	12/02/14	288772 LONE STAR UNIFORMS, INC.	C
01	00407165	272.16	12/02/14	388637 LOZANO, JO ANN	C
01	00407166	3,719.60	12/02/14	249351 LUMATEC LIGHTING SERVICE	C
01	00407167	880.00	12/02/14	192635 MAC'S INSULATION CO. INC.	C

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01	00407168	417.50	12/02/14	22438 MAGIC VALLEY ELECTRIC CO-OP, INC.	C
01	00407169	14.77	12/02/14	22438 MAGIC VALLEY ELECTRIC CO-OP, INC.	C
01	00407170	33.48	12/02/14	22438 MAGIC VALLEY ELECTRIC CO-OP, INC.	C
01	00407171	14.77	12/02/14	22438 MAGIC VALLEY ELECTRIC CO-OP, INC.	C
01	00407172	29.09	12/02/14	22438 MAGIC VALLEY ELECTRIC CO-OP, INC.	C
01	00407173	14.77	12/02/14	22438 MAGIC VALLEY ELECTRIC CO-OP, INC.	C
01	00407174	8.34	12/02/14	22438 MAGIC VALLEY ELECTRIC CO-OP, INC.	C
01	00407175	21.26	12/02/14	22438 MAGIC VALLEY ELECTRIC CO-OP, INC.	C
01	00407176	43.87	12/02/14	22438 MAGIC VALLEY ELECTRIC CO-OP, INC.	C
01	00407177	71.28	12/02/14	22438 MAGIC VALLEY ELECTRIC CO-OP, INC.	C
01	00407178	115.00	12/02/14	347612 MARCO ANTONIO MUNIZ	C
01	00407179	295.68	12/02/14	343471 MARMOLEJO, JOSE	C
01	00407180	220.91	12/02/14	364185 MARTINEZ, HECTOR	C
01	00407181	1,190.33	12/02/14	370886 MCALLEN COMMUNICATIONS COMPANY INC	C
01	00407182	750.00	12/02/14	266264 MCALLEN HOSPITALS, L.P.	C
01	00407183	380.40	12/02/14	23825 MCALLEN PUBLIC UTILITY	C
01	00407184	551.54	12/02/14	23825 MCALLEN PUBLIC UTILITY	C
01	00407185	17.21	12/02/14	224529 MCCOY'S BUILDING SUPPLY	C
01	00407186	3,075.00	12/02/14	300675 MEMORIAL FUNERAL HOME	C
01	00407187	3,200.00	12/02/14	300675 MEMORIAL FUNERAL HOME	C
01	00407188	3,963.78	12/02/14	251518 MIKE'S PLUMBING & ELECTRICAL, INC.	C
01	00407189	687.90	12/02/14	125334 MINGO'S CAR KLINIC & DETAILING	C
01	00407190	205.10	12/02/14	24996 MISSION AUTO ELECTRIC, INC.	C
01	00407191	1,230.00	12/02/14	25097 MISSION HOSPITAL	C
01	00407192	415.96	12/02/14	275506 MOBILE RELAYS PARTNERS, LTD.	C
01	00407193	58.80	12/02/14	292508 MOLINA, HILDA	C
01	00407194	490.05	12/02/14	72745 MONTALVO INSURANCE AGENCY, INC.	C
01	00407195	1,110.77	12/02/14	414492 MOUNTAIN GLACIER, LLC	C
01	00407196	2,750.00	12/02/14	349542 RONALDO MUNOZ	C
01	00407197	148.28	12/02/14	3166 BARBEE-NEUHAUS IMPL CO	C
01	00407198	62.40	12/02/14	153842 NICHOLSON PRODUCE CO, INC	C
01	00407199	256.97	12/02/14	221945 O'REILLY AUTOMOTIVE STORES, INC.	C
01	00407200	441.95	12/02/14	256773 OAK HALL INDUSTRIES, LP	C
01	00407201	4,164.66	12/02/14	312231 OFFICE DEPOT	C
01	00407202	50.00	12/02/14	161985 OLD REPUBLIC SURETY GROUP	C
01	00407203	61.15	12/02/14	381594 PENA, GUSTAVO	C
01	00407204	60.48	12/02/14	381594 PENA, GUSTAVO	C
01	00407205	6,293.62	12/02/14	247448 PERFORMANCE FOOD GROUP OF TEXAS-VICTORIA	C
01	00407206	1,295.00	12/02/14	14966 GREGORIO PINA, III, PH.D.	C
01	00407207	63.28	12/02/14	381608 PINA, OMAR	C
01	00407208	340.00	12/02/14	28908 POSTMASTER-US POSTAL SERVICE	C
01	00407209	75.00	12/02/14	156876 RAM TRUCK SERVICE, INC.	C
01	00407210	22.40	12/02/14	357448 RAMIREZ, PEDRO LUIS	C
01	00407211	48.12	12/02/14	361003 RAY FULP ORTHOPEDICS, PA	C
01	00407212	3,255.51	12/02/14	277223 RELIANT, DEPT 0954	C
01	00407213	95.00	12/02/14	377627 RENE'S STARTER & ALTERNATOR	C
01	00407214	37.96	12/02/14	403997 RFC RADIOLOGY ASSOCIATES, LLC	C
01	00407215	538.52	12/02/14	233846 ROCHESTER ARMORED CAR CO., INC.	C
01	00407216	791.15	12/02/14	283797 ROMCO EQUIPMENT CO.	C
01	00407217	206.08	12/02/14	412457 ROSALES, DANIEL J.	C
01	00407218	5.56	12/02/14	269123 RUSH TRUCK CENTERS OF TEXAS, LP	C
01	00407219	59.98	12/02/14	304131 SAENZ HARDWARE	C
01	00407220	13.44	12/02/14	398470 SAENZ, PRAJEDES R.	C
01	00407221	280.39	12/02/14	376574 SAFARILAND, LLC	C
01	00407222	14,462.74	12/02/14	201839 SHAVER FOODS, LLC	C

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Bank	Check No	Amount	Date	Vendor	Type
01	00407223	260.90	12/02/14	34274 SHERWIN WILLIAMS COMPANY	C
01	00407224	72,000.00	12/02/14	428655 SILVA, DANIEL SR., IND AND THE	C
01	00407225	700.00	12/02/14	405981 SOBIA NASIR, M.D. P.A.	C
01	00407226	52.64	12/02/14	319147 SOLIS, HERMELINDA	C
01	00407227	314.72	12/02/14	354775 SOLIS, MARIA DEL JESUS	C
01	00407228	160.96	12/02/14	178586 SOUTHERN BONE & JOINT CENTER ASSOC	C
01	00407229	962.80	12/02/14	328804 SOUTHERN TIRE MART	C
01	00407230	11,097.27	12/02/14	319449 STAPLES ADVANTAGE	C
01	00407231	7,582.72	12/02/14	319449 STAPLES ADVANTAGE	C
01	00407232	1,341.08	12/02/14	319449 STAPLES ADVANTAGE	C
01	00407233	625.90	12/02/14	133655 SUPERIOR ALARMS	C
01	00407234	50.00	12/02/14	133655 SUPERIOR ALARMS	C
01	00407235	41.10	12/02/14	336319 SUPERIOR OIL EXPRESS	C
01	00407236	1,251.41	12/02/14	114243 SYSCO INC.	C
01	00407237	80.00	12/02/14	422126 MADRIGAL, LUIS EDUARDO	C
01	00407238	4,933.38	12/02/14	288888 TEXAS GAS SERVICE	C
01	00407239	38.40	12/02/14	288888 TEXAS GAS SERVICE	C
01	00407240	2,770.00	12/02/14	369039 TEXAS LAND RECLAMATION LLC	C
01	00407241	499.99	12/02/14	179477 TIGER DIRECT INC.	C
01	00407242	51.52	12/02/14	293369 TIJERINA, JUAN	C
01	00407243	62.90	12/02/14	302007 TIRE CENTERS, LLC	C
01	00407244	43.12	12/02/14	205605 TORRES, OLGA L.	C
01	00407245	775.08	12/02/14	213934 TRANE U.S. INC.	C
01	00407246	60.48	12/02/14	403652 TREVINO, JACLYN B.	C
01	00407247	832.84	12/02/14	401838 U.S. BANK NATIONAL ASSOCIATION ND	C
01	00407248	6,982.72	12/02/14	401838 U.S. BANK NATIONAL ASSOCIATION ND	C
01	00407249	44.89	12/02/14	401838 U.S. BANK NATIONAL ASSOCIATION ND	C
01	00407250	596.10	12/02/14	36927 UNIFIRST HOLDINGS, INC	C
01	00407251	351.16	12/02/14	36927 UNIFIRST HOLDINGS, INC	C
01	00407252	345.05	12/02/14	155284 UNITED PARCEL SERVICE	C
01	00407253	99.50	12/02/14	253243 VALENCIA, JOSE RENE	C
01	00407254	384.62	12/02/14	219797 VALLEY E.M.S., INC.	C
01	00407255	142.00	12/02/14	253049 VALLEY INSURANCE PROVIDERS	C
01	00407256	375.32	12/02/14	132799 VALLEY OUTDOOR POWER EQUIPMENT, INC.	C
01	00407257	597.01	12/02/14	40363 CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	C
01	00407258	189.84	12/02/14	381616 VELA, JULIAN	C
01	00407259	336.67	12/02/14	287024 VERIZON WIRELESS	C
01	00407260	921.21	12/02/14	287024 VERIZON WIRELESS	C
01	00407261	921.21	12/02/14	287024 VERIZON WIRELESS	C
01	00407262	22.40	12/02/14	419460 VIDAL, BIANCA	C
01	00407263	5,553.48	12/02/14	40991 GRAINGER	C
01	00407264	3,283.19	12/02/14	40991 W. W. GRAINGER INC.	C
01	00407265	33.09	12/02/14	427144 WALGREENS CO.	C
01	00407266	264.00	12/02/14	78344 WEAKS MARTIN IMPLEMENT CO., INC.	C
01	00407267	258.00	12/02/14	380849 WILLIAM V. MACGILL & COMPANY	C
01	00407268	850.00	12/02/14	339857 WILLOUGHBY INDUSTRIES, INC	C
01	00407269	2,813.23	12/02/14	42129 XEROX CORPORATION	C
01	00407270	157.95	12/02/14	42129 XEROX CORPORATION	C
01	00407271	720.59	12/02/14	42129 XEROX CORPORATION	C
01	00407272	533.20	12/02/14	176834 YODER ENTERPRISES, INC., DBA	C
01	00407273	141.10	12/02/14	328553 YZAGUIRRE, RINA	C
01	00407274	38.08	12/02/14	32131 ZAPATA, ROMEO	C
Total Bank No 01		3,368,853.81			
02	00398393	138.00	11/25/14	428477 ALVAREZ, JOSE JESUS	C

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02	00398394	173.66	11/25/14	380768 CUELLAR, ARTURO	C
02	00398395	355.35	11/25/14	285757 HOLIDAY INN AIRPORT	C
02	00398396	341.55	11/25/14	285757 HOLIDAY INN AIRPORT	C
02	00398397	355.35	11/25/14	285757 HOLIDAY INN AIRPORT	C
02	00398398	138.00	11/25/14	428485 ISIDRO, EDGAR	C
02	00398399	138.00	11/25/14	428493 RODRIGUEZ, GUILLERMO	C
02	00398400	138.00	11/25/14	428515 TOVAR, JOSE	C
02	00398401	138.00	11/25/14	428507 VILLEGAS, ELI	C
02	00398402	4,013.25	11/25/14	284009 MILLENNIUM ENGINEERS GROUP, INC.	C
02	00398403	9,339.80	11/25/14	421952 ROJAS CONSTRUCTION & PAVING LLC	C
02	00398404	49,725.00	11/25/14	227889 TEDSI INFRASTRUCTURE GROUP	C
02	00398405	41.80	11/25/14	399140 ALARM SECURITY GROUP LLC	C
02	00398406	179.22	11/25/14	399140 ALARM SECURITY GROUP LLC	C
02	00398407	202.72	11/25/14	400718 ALFARO, MARIA TERESA	C
02	00398408	170.46	11/25/14	328626 AT&T	C
02	00398409	31.63	11/25/14	328626 AT&T	C
02	00398410	58.05	11/25/14	328626 AT&T	C
02	00398411	88.19	11/25/14	328626 AT&T	C
02	00398412	638.87	11/25/14	328626 AT&T	C
02	00398413	129.00	11/25/14	412430 BARRERA, MAIRA	C
02	00398414	700.00	11/25/14	385778 BIO-OPS, LLC.	C
02	00398415	16.14	11/25/14	90476 BOB BARKER COMPANY, INC	C
02	00398416	186.00	11/25/14	145106 BOOTH, DALE RANDOLPH JR.	C
02	00398417	643.45	11/25/14	4561 BUSTER LIND PRODUCE	C
02	00398418	341.60	11/25/14	222054 CABRERA, FERNANDO	C
02	00398419	25,132.00	11/25/14	427438 CALDWELL COUNTRY FORD LLC	C
02	00398420	1,567.55	11/25/14	172219 CANO PRODUCE CO., INC.	C
02	00398421	110.00	11/25/14	299995 CARDENAS, CATHY	C
02	00398422	128.00	11/25/14	300896 CC DISTRIBUTORS, INC.	C
02	00398423	250.64	11/25/14	153915 CDW GOVERNMENT INC.	C
02	00398424	5,577.95	11/25/14	153915 CDW GOVERNMENT INC.	C
02	00398425	576.40	11/25/14	153915 CDW GOVERNMENT INC.	C
02	00398426	959.71	11/25/14	343277 CITIBANK	C
02	00398427	1,809.80	11/25/14	343277 CITIBANK	C
02	00398428	157.85	11/25/14	161128 CITY OF ALAMO	C
02	00398429	84.50	11/25/14	161128 CITY OF ALAMO	C
02	00398430	48,451.68	11/25/14	6513 CITY OF EDINBURG	C
02	00398431	170.02	11/25/14	10197 CITY OF EDINBURG	C
02	00398432	39,029.14	11/25/14	157023 CITY OF HIDALGO	C
02	00398433	56,134.84	11/25/14	301957 CITY OF PHARR	C
02	00398434	32.35	11/25/14	353256 CITY OF ROMA	C
02	00398435	862.58	11/25/14	76554 CITY OF SAN JUAN	C
02	00398436	135.40	11/25/14	169447 CITY OF WESLACO	C
02	00398437	2,618.46	11/25/14	403954 COLORADO BOXED BEEF CO.	C
02	00398438	1,137.06	11/25/14	78174 COPY GRAPHICS, INC	C
02	00398439	197.12	11/25/14	375187 DELUNA, ALFONSO JR.	C
02	00398440	230.00	11/25/14	275875 EAN HOLDINGS, LLC	C
02	00398441	83.80	11/25/14	322709 EXQUISITA DISTRIBUTORS, L.P.	C
02	00398442	15,402.56	11/25/14	367346 FLEET SAFETY EQUIPMENT, INC.	C
02	00398443	235.18	11/25/14	289612 FLOWERS BAKING CO. OF SAN ANTONIO, LLC	C
02	00398444	96.00	11/25/14	338079 GARZA, DEISY	C
02	00398445	309.00	11/25/14	283622 GARZA, SANDRA	C
02	00398446	579.96	11/25/14	120014 GUERRERO, RICARDO	C
02	00398447	281.30	11/25/14	15253 GULF COAST PAPER CO.	C
02	00398448	549.69	11/25/14	15261 GULF DATA PRODUCTS	C

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02	00398449	764.75	11/25/14	15369 GUTHRIE'S LOCKSMITH & SAFE SHOP	C
02	00398450	1,545.00	11/25/14	380784 GUZMAN & ASSOCIATES	C
02	00398451	5,331.09	11/25/14	296627 HENRY SCHEIN, INC.	C
02	00398452	545.62	11/25/14	270962 HIDALGO COUNTY CSCD	C
02	00398453	8,042.00	11/25/14	305545 HOME DEPOT	C
02	00398454	914.11	11/25/14	293091 HOME DEPOT CREDIT SERVICES	C
02	00398455	50.00	11/25/14	187933 J.A. LOPEZ, M.D. & ASSOC.	C
02	00398456	211.28	11/25/14	262447 JOHNSON SUPPLY	C
02	00398457	285.04	11/25/14	366323 KELLOGG, ANITA E.	C
02	00398458	230.00	11/25/14	20303 KNAPP MEDICAL CENTER	C
02	00398459	223.44	11/25/14	122076 LA POSADA HOTEL	C
02	00398460	2,285.69	11/25/14	119784 LABATT FOOD SERVICE	C
02	00398461	525.00	11/25/14	425346 LEFLEUR TRANSPORTATION OF TEXAS, INC.	C
02	00398462	168.00	11/25/14	26727 LONGORIA, NORMA	C
02	00398463	20.76	11/25/14	23825 MCALLEN PUBLIC UTILITY	C
02	00398464	562.80	11/25/14	251518 MIKE'S PLUMBING & ELECTRICAL, INC.	C
02	00398465	85.00	11/25/14	125334 MINGO'S CAR KLINIC & DETAILING	C
02	00398466	17.92	11/25/14	423572 MORIN-CANSINO, ANGIE	C
02	00398467	392.00	11/25/14	414492 MOUNTAIN GLACIER, LLC	C
02	00398468	456.60	11/25/14	153842 NICHU PRODUCE CO, INC	C
02	00398469	3,550.73	11/25/14	25895 NORTH ALAMO WATER SUPPLY CORP	C
02	00398470	36.90	11/25/14	210463 HOLLON OIL CO D/B/A OIL CAN HARRY'S	C
02	00398471	305.34	11/25/14	296597 OLIVAREZ, EDUARDO	C
02	00398472	4,000.00	11/25/14	392731 ROBERT A. OTSUJI	C
02	00398473	29.99	11/25/14	388017 PATRICK, ARNOLD K.	C
02	00398474	1,204.95	11/25/14	247448 PERFORMANCE FOOD GROUP OF TEXAS-VICTORIA	C
02	00398475	150.64	11/25/14	390356 PRUITT-ORR, SHELIA ANN	C
02	00398476	129.00	11/25/14	401005 RAINS, MISTI D.	C
02	00398477	70.00	11/25/14	371807 REGION 1 REPAIR, LLC	C
02	00398478	807.75	11/25/14	428361 RIO GRANDE EMERGENCY PHYSICIANS, PLLC	C
02	00398479	2,639.63	11/25/14	322695 RON HOOVER COMPANIES OF DONNA INC.	C
02	00398480	11,475.00	11/25/14	349127 ROY E. CAIN, PHD	C
02	00398481	129.00	11/25/14	285625 RUBIO, EVANGELINA	C
02	00398482	405.00	11/25/14	399981 SANCHEZ, ROBERT	C
02	00398483	19,505.92	11/25/14	294004 SANOFI PASTEUR, INC	C
02	00398484	337.55	11/25/14	129763 SOUTHERN FOODS GROUP, LLC	C
02	00398485	42,318.72	11/25/14	184012 SOUTHWEST KEY PROGRAMS, INC.	C
02	00398486	29,847.12	11/25/14	184012 SOUTHWEST KEY PROGRAMS, INC.	C
02	00398487	7,864.46	11/25/14	319449 STAPLES BUSINESS ADVANTAGE	C
02	00398488	5,914.16	11/25/14	319449 STAPLES BUSINESS ADVANTAGE	C
02	00398489	1,498.79	11/25/14	319449 STAPLES BUSINESS ADVANTAGE	C
02	00398490	551.33	11/25/14	319449 STAPLES BUSINESS ADVANTAGE	C
02	00398491	5,188.53	11/25/14	237299 TDCJ-CASHIER'S OFFICE	C
02	00398492	39.85	11/25/14	212571 TXDOT	C
02	00398493	665.94	11/25/14	288888 TEXAS GAS SERVICE	C
02	00398494	555.58	11/25/14	218561 TEXAS LAUNDRY SERVICE CO	C
02	00398495	657.14	11/25/14	179477 TIGER DIRECT INC.	C
02	00398496	679.47	11/25/14	231924 TIME WARNER CABLE	C
02	00398497	670.17	11/25/14	401838 U.S. BANK NATIONAL ASSOCIATION ND	C
02	00398498	797.81	11/25/14	230537 ULINE, INC.	C
02	00398499	646.24	11/25/14	251577 VERIZON SOUTHWEST, INC.	C
02	00398500	192.61	11/25/14	287024 VERIZON WIRELESS	C
02	00398501	216.72	11/25/14	287229 VILLARREAL, REBEKAH	C
02	00398502	971.43	11/25/14	40991 GRAINGER	C
02	00398503	51.35	11/25/14	254185 WALMART COMMUNITY	C

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02	00398504	100.55	11/25/14	179337 WASTE MANAGEMENT OF TEXAS, INC.	C
02	00398505	81.98	11/25/14	42129 XEROX CORPORATION	C
02	00398506	199.89	11/25/14	169447 CITY OF WESLACO	C
02	00398507	34,128.00	11/25/14	184012 SOUTHWEST KEY PROGRAMS, INC.	C
02	00398508	564.92	11/25/14	89885 ACTION HYDRAULIC HOSES, ETC.	C
02	00398509	13.05	11/25/14	416410 AIRGAS USA, LLC	C
02	00398510	8,831.00	11/25/14	403709 AL3 ENTERPRISES, LLC	C
02	00398511	80.00	11/25/14	322806 ALLIED FIRE PROTECTION SA, LP	C
02	00398512	79.96	11/25/14	177199 AMERICAN INDUSTRIAL SUPPLIES & TOOL	C
02	00398513	70.00	11/25/14	314927 AMIGO BOLT & SUPPLY	C
02	00398514	1,459.54	11/25/14	1864 AMIGO IMPLEMENT CO., INC	C
02	00398515	315.00	11/25/14	199362 ANRIGE, INC.	C
02	00398516	76,498.03	11/25/14	302465 ARGUINDEGUI OIL CO II LTD	C
02	00398517	659.84	11/25/14	337412 AUTOZONE	C
02	00398518	788.16	11/25/14	3816 BILL BUNTON AUTO SUPPLY & MACHINE INC.	C
02	00398519	62.00	11/25/14	4057 BORDER ENGINE REBUILDERS & DIESEL SVCS	C
02	00398520	781.41	11/25/14	4537 BURTON AUTO SUPPLY, INC	C
02	00398521	5,252.14	11/25/14	153915 CDW GOVERNMENT INC.	C
02	00398522	1,555.41	11/25/14	134821 CHEMSEARCH	C
02	00398523	27,260.00	11/25/14	355372 CTC DISTRIBUTING, LTD	C
02	00398524	3,356.20	11/25/14	86525 DELTA SPECIALTIES SUPPLY	C
02	00398525	127.99	11/25/14	228389 DIRECTV	C
02	00398526	200.43	11/25/14	421812 DOGGETT FREIGHTLINER OF SOUTH TEXAS, LLC	C
02	00398527	24.69	11/25/14	324493 DOGGETT HEAVY MACHINERY SERVICES LLC	C
02	00398528	604.00	11/25/14	227153 SANTOY INVESTMENTS LLC	C
02	00398529	8,504.62	11/25/14	315109 ERGON ASPHALT & EMULSIONS, INC.	C
02	00398530	700.00	11/25/14	201219 EXCELLENT FENCE	C
02	00398531	600.00	11/25/14	110736 FLORES, ADELAI DO JR.	C
02	00398532	28,697.24	11/25/14	125717 FRONTERA MATERIALS, INC	C
02	00398533	13,084.58	11/25/14	125717 FRONTERA MATERIALS, INC.	C
02	00398534	125.81	11/25/14	13161 SOUTH TEXAS DIESEL SERVICE, INC.	C
02	00398535	359.34	11/25/14	321826 G & K SERVICE INC.	C
02	00398536	700.00	11/25/14	241873 JAIME ROEL GARCIA	C
02	00398537	328.38	11/25/14	13897 GATEWAY PRINTING & OFFICE SUPPLY, INC.	C
02	00398538	1,530.16	11/25/14	169242 GCR TIRE CENTERS	C
02	00398539	186,228.11	11/25/14	184187 GENERAL FUND	C
02	00398540	5.73	11/25/14	15253 GULF COAST PAPER CO.	C
02	00398541	1,503.00	11/25/14	343765 HERTZ EQUIPMENT RENTAL CORPORATION	C
02	00398542	277.71	11/25/14	94366 BD HOLT CO	C
02	00398543	5,507.50	11/25/14	94366 BD HOLT CO	C
02	00398544	452.19	11/25/14	305545 THE HOME DEPOT	C
02	00398545	693.04	11/25/14	405078 INDUSTRIAL DISTRIBUTION GROUP	C
02	00398546	648.00	11/25/14	18244 JAMES PUBLISHING INC.	C
02	00398547	2,066.88	11/25/14	279293 MATTHEW BENDER & CO., INC.	C
02	00398548	216.00	11/25/14	227986 LJH SERVICES, INC.	C
02	00398549	34.90	11/25/14	224529 MCCOY'S BUILDING SUPPLY	C
02	00398550	610.41	11/25/14	24996 MISSION AUTO ELECTRIC, INC.	C
02	00398551	694.00	11/25/14	275506 MOBILE RELAYS PARTNERS, LTD.	C
02	00398552	330.25	11/25/14	414492 MOUNTAIN GLACIER, LLC	C
02	00398553	1,144.16	11/25/14	221945 O'REILLY AUTOMOTIVE STORES, INC.	C
02	00398554	19.69	11/25/14	27057 OFFICE COMMUNICATIONS SYSTEMS, INC.	C
02	00398555	417.00	11/25/14	398179 PCHELP, LTD	C
02	00398556	362.00	11/25/14	156876 RAM TRUCK SERVICE, INC.	C
02	00398557	1,085.06	11/25/14	277223 RELIANT, DEPT 0954	C
02	00398558	85.00	11/25/14	174343 REYES TARPS & TENTS	C

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Bank	Check No	Amount	Date	Vendor	Type
02	00398559	1,319.88	11/25/14	393304 RICHLINE TECHNICAL SERVICES	C
02	00398560	246.10	11/25/14	216607 RIO HYDRAULIC, LLC	C
02	00398561	1,650.00	11/25/14	225843 ROBLEDO, DAHLIA	C
02	00398562	2,800.00	11/25/14	225843 ROBLEDO, DAHLIA	C
02	00398563	1,500.00	11/25/14	225843 ROBLEDO, DAHLIA	C
02	00398564	2,270.42	11/25/14	269123 RUSH TRUCK CENTERS OF TEXAS, LP	C
02	00398565	162.79	11/25/14	93963 SAFETY-KLEEN SYSTEMS, INC.	C
02	00398566	28.00	11/25/14	399981 SANCHEZ, ROBERT	C
02	00398567	264.23	11/25/14	34282 SHERWIN-WILLIAMS COMPANY	C
02	00398568	1,836.00	11/25/14	409405 SOUTH PADRE BOAT YARD INC.	C
02	00398569	49.50	11/25/14	397369 SOUTH TEXAS TURF FARMS, LLC	C
02	00398570	3,393.56	11/25/14	328804 SOUTHERN TIRE MART	C
02	00398571	58,865.26	11/25/14	184195 SPECIAL REVENUE FUND	C
02	00398572	5,146.11	11/25/14	319449 STAPLES ADVANTAGE	C
02	00398573	169.79	11/25/14	285927 THOMSON WEST	C
02	00398574	1,712.82	11/25/14	302007 TIRE CENTERS, LLC	C
02	00398575	999.99	11/25/14	212482 TRACTOR SUPPLY CO	C
02	00398576	4,152.42	11/25/14	357081 TYLER TECHNOLOGIES, INC.	C
02	00398577	21.00	11/25/14	36927 UNIFIRST HOLDINGS, INC	C
02	00398578	3,581.77	11/25/14	332216 VALLEY METRO SECURITY LLC	C
02	00398579	359.63	11/25/14	251577 VERIZON SOUTHWEST	C
02	00398580	442.10	11/25/14	287024 VERIZON WIRELESS	C
02	00398581	753.95	11/25/14	287024 VERIZON WIRELESS	C
02	00398582	61.56	11/25/14	287024 VERIZON WIRELESS	C
02	00398583	612.57	11/25/14	206571 VERMEER EQUIPMENT OF TEXAS, INC.	C
02	00398584	1,259.00	11/25/14	208078 VIDEO SOUND & LIGHT ENTERPRISES INC.	C
02	00398585	1,491.53	11/25/14	40991 GRAINGER	C
02	00398586	260.69	11/25/14	78344 WEAKS MARTIN IMPLEMENT CO., INC.	C
02	00398587	162.36	11/25/14	42129 XEROX CORPORATION	C
02	00398588	2,885.50	12/02/14	172472 RABA KISTNER, INC.	C
02	00398589	11,283.15	12/02/14	248878 A WORLD FOR CHILDREN	C
02	00398590	124.88	12/02/14	412503 AGUILAR, ELIZABETH	C
02	00398591	180.00	12/02/14	400700 AMERICAN SURVEILLANCE COMPANY, INC.	C
02	00398592	595.00	12/02/14	250384 ANTONIO WONG M.D. & ASSOCIATES	C
02	00398593	29.72	12/02/14	328626 AT&T	C
02	00398594	59.44	12/02/14	328626 AT&T	C
02	00398595	4,800.00	12/02/14	296945 BARBOZA, MIGUEL JR	C
02	00398596	49.28	12/02/14	409626 BAZAN, MELISSA	C
02	00398597	154.00	12/02/14	370215 BAZAN, PAULINA	C
02	00398598	22.40	12/02/14	360406 BERNAL, VIRGINIA O.	C
02	00398599	67.20	12/02/14	409642 BRAVO, AZENETH	C
02	00398600	4,185.00	12/02/14	405450 BS PROPERTIES, L.L.C.	C
02	00398601	580.15	12/02/14	4561 BUSTER LIND PRODUCE	C
02	00398602	36.40	12/02/14	336548 CAMACHO, ELIZABETH	C
02	00398603	722.02	12/02/14	179272 CANON FINANCIAL SERVICES INC.	C
02	00398604	57.68	12/02/14	416738 CANTU, LETICIA	C
02	00398605	103.60	12/02/14	119695 CARDONA, DIANA	C
02	00398606	66.08	12/02/14	426016 CARRIZALES, ESTHER BURLENE	C
02	00398607	15.12	12/02/14	155896 CISNEROS, EULALIA C.	C
02	00398608	294.06	12/02/14	10197 CITY OF EDINBURG	C
02	00398609	152.62	12/02/14	134686 CITY OF MERCEDES	C
02	00398610	62.17	12/02/14	6696 CITY OF PHARR	C
02	00398611	1,660.37	12/02/14	403954 COLORADO BOXED BEEF CO.	C
02	00398612	78.96	12/02/14	343285 COLUNGA, BLANCA A	C
02	00398613	38.08	12/02/14	169722 DE LEON, ARACELI	C

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02	00398614	2,550.00	12/02/14	201065 DR RALPH H. JACKSON	C
02	00398615	40.32	12/02/14	215848 ELIZONDO, MERLIN	C
02	00398616	98.75	12/02/14	322709 EXQUISITA DISTRIBUTORS, L.P.	C
02	00398617	126.00	12/02/14	350559 FLORES, EMILIA G	C
02	00398618	8.96	12/02/14	390836 FLORES, MARISOL	C
02	00398619	29.12	12/02/14	428612 GARCIA, EDNA	C
02	00398620	325.00	12/02/14	13897 GATEWAY PRINTING & OFFICE SUPPLY, INC.	C
02	00398621	10,927.70	12/02/14	267066 GBB RENTAL	C
02	00398622	776.84	12/02/14	211567 GE CAPITAL INFORMATION TECHNOLOGY SOLUTI	C
02	00398623	214.48	12/02/14	203815 GOMEZ, JUANITA	C
02	00398624	14.56	12/02/14	268631 GOMEZ, MARTHA	C
02	00398625	20.16	12/02/14	277827 GONZALES, CRISTINA V.	C
02	00398626	15.12	12/02/14	113182 GONZALEZ, DELIA E	C
02	00398627	132.16	12/02/14	396362 GONZALEZ, RODOLFO JR.	C
02	00398628	39.38	12/02/14	15253 GULF COAST PAPER CO.	C
02	00398629	14,173.20	12/02/14	227706 GULF COAST TRADES CENTER	C
02	00398630	950.00	12/02/14	422002 HEALTHY CHILDREN PROJECT, INC.	C
02	00398631	42.00	12/02/14	332798 HINOJOSA, LARRY	C
02	00398632	189.50	12/02/14	284149 JEAN'S RESTAURANT SUPPLY #2	C
02	00398633	2,800.60	12/02/14	422770 JULCAR LLC	C
02	00398634	4,251.55	12/02/14	19941 KALIFA'S WESTERN WEAR, INC.	C
02	00398635	59.83	12/02/14	94714 LINDBERG PHARMACY	C
02	00398636	1,430.00	12/02/14	376922 LLOYD GOSSELINK ROCHELLE & TOWNSEND, P.C	C
02	00398637	16.24	12/02/14	26727 LONGORIA, NORMA	C
02	00398638	17.92	12/02/14	368814 LOPEZ, NANCY	C
02	00398639	482.54	12/02/14	304107 LOWE'S BUSINESS ACCOUNT	C
02	00398640	131.04	12/02/14	350532 LOZANO, ISABEL	C
02	00398641	10,515.81	12/02/14	248339 LUTHERAN SOCIAL SERVICES OF THE SOUTH	C
02	00398642	22.40	12/02/14	428116 MATA, MARIA D.	C
02	00398643	90.02	12/02/14	182346 VERIZON BUSINESS	C
02	00398644	61.60	12/02/14	314838 MILLER, MARGARITA	C
02	00398645	28.00	12/02/14	428604 MONSIVAIS, YESENIA	C
02	00398646	98.56	12/02/14	352489 MONTALVO, ROSA L.	C
02	00398647	94.64	12/02/14	368849 MORENO, MARIA TERESA	C
02	00398648	306.30	12/02/14	153842 NICHU PRODUCE CO, INC	C
02	00398649	634.28	12/02/14	312231 OFFICE DEPOT, INC.	C
02	00398650	314.72	12/02/14	350672 ORTIZ, FRANCISCO JR	C
02	00398651	38,656.71	12/02/14	212903 PEGASUS SCHOOLS, INC.	C
02	00398652	10.08	12/02/14	207594 PENA, CARMEN	C
02	00398653	215.04	12/02/14	416720 PENA, ELBIA	C
02	00398654	54.32	12/02/14	402788 PENA, JOVANNA	C
02	00398655	20.16	12/02/14	21865 PERALEZ, LUCY N	C
02	00398656	87.75	12/02/14	409600 PEREZ, NORAELIA	C
02	00398657	7,200.00	12/02/14	14966 GREGORIO PINA, III, PH.D.	C
02	00398658	4,560.00	12/02/14	426547 PREMIER BIOTECH, INC.	C
02	00398659	120.00	12/02/14	91987 PUEBLO TIRES LTD	C
02	00398660	10.64	12/02/14	180238 RAMIREZ, CLARISSA	C
02	00398661	2,311.40	12/02/14	424927 RAMIREZ, JOSE I.	C
02	00398662	33.60	12/02/14	391158 RAMIREZ, KRISTINA	C
02	00398663	425.00	12/02/14	29815 RAMIREZ, RAMIRO R. PHD.	C
02	00398664	7,800.00	12/02/14	384151 REDWOOD TOXICOLOGY LABORATORY INC.	C
02	00398665	142.35	12/02/14	277223 RELIANT, DEPT 0954	C
02	00398666	381.38	12/02/14	277223 RELIANT, DEPT 0954	C
02	00398667	29.12	12/02/14	215856 RENTERIA, NORA	C
02	00398668	61.04	12/02/14	350524 REQUENEZ, GRACIELA	C

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02	00398669	48.16	12/02/14	350516 RESENDEZ, PATSY I	C
02	00398670	57.12	12/02/14	393339 REYES, LAURA PATRICIA	C
02	00398671	7,377.30	12/02/14	202762 RICHARD A. GARZA	C
02	00398672	24.64	12/02/14	426024 RODRIGUEZ, ALICIA	C
02	00398673	22.96	12/02/14	374776 RODRIGUEZ, GEORGINA	C
02	00398674	20.16	12/02/14	337927 RODRIGUEZ, MARIA O	C
02	00398675	141.12	12/02/14	210781 SALINAS, ANDREA	C
02	00398676	4,927.60	12/02/14	190845 SALINAS, LAURA	C
02	00398677	20.16	12/02/14	428647 SALINAS, REBECCA	C
02	00398678	84.00	12/02/14	179841 SANCHEZ, TERESA	C
02	00398679	33.60	12/02/14	399647 SANDOVAL, MARIA ISABEL	C
02	00398680	72.80	12/02/14	411205 SAUCEDA, SONIA	C
02	00398681	78,350.19	12/02/14	184241 SHORELINE, INC.	C
02	00398682	11.76	12/02/14	387991 SIERRA, GLORIA	C
02	00398683	70.00	12/02/14	387878 HERMANSEN, AMY	C
02	00398684	38.64	12/02/14	212253 SMITH, MARIA DEL ROSARIO	C
02	00398685	98.00	12/02/14	164143 SOLIS, AMBARINA O.	C
02	00398686	85.68	12/02/14	338354 SOTO, DAISY	C
02	00398687	467.15	12/02/14	129763 SOUTHERN FOODS GROUP, LLC	C
02	00398688	6,187.50	12/02/14	397806 SPI VENTURES, LLP	C
02	00398689	88.51	12/02/14	319449 STAPLES BUSINESS ADVANTAGE	C
02	00398690	134.93	12/02/14	251283 STERICYCLE, INC	C
02	00398691	105.00	12/02/14	133655 SUPERIOR ALARMS	C
02	00398692	15.68	12/02/14	146854 SWAIN, YOLANDA	C
02	00398693	3,826.89	12/02/14	114243 SYSCO INC.	C
02	00398694	2,277.56	12/02/14	285927 THOMSON WEST	C
02	00398695	2,215.28	12/02/14	231924 TIME WARNER CABLE	C
02	00398696	30.24	12/02/14	370932 TORRES, ELSA	C
02	00398697	51.52	12/02/14	199443 TREVINO, DORA A. MONTELONGO	C
02	00398698	197.12	12/02/14	249238 TREVINO, ROSALINDA	C
02	00398699	44.80	12/02/14	362352 VOS, PATRICIA	C
02	00398700	101.92	12/02/14	323454 WATSON, MARIA AMANDA	C
02	00398701	468.14	12/02/14	42129 XEROX CORPORATION	C
02	00398702	170.24	12/02/14	207675 YBARRA, DIANA	C
02	00398703	20.16	12/02/14	362344 ZAMORA, OSCAR JR.	C
02	00398704	14.56	12/02/14	369357 ZEPEDA, MARIA D.	C
02	00398705	635.00	12/02/14	342777 ZEPOL DIETARY CONSULTS	C
02	00398706	1,890.25	12/02/14	343277 CITIBANK	C
02	00398707	545.00	12/02/14	339628 INTERNATIONAL RIGHT OF WAY ASSOC (US)	C
02	00398708	1,190.00	12/02/14	194336 THE UNIVERSITY OF TEXAS-PAN AMERICAN	C
02	00398709	33.10	12/02/14	89885 ACTION HYDRAULIC HOSES, ETC.	C
02	00398710	23.89	12/02/14	416410 AIRGAS USA, LLC	C
02	00398711	96.76	12/02/14	1961 ANDERSON EQUIPMENT CO INC	C
02	00398712	734.96	12/02/14	199362 ANRIGE, INC.	C
02	00398713	24,853.11	12/02/14	302465 ARGUINDEGUI OIL CO II LTD	C
02	00398714	885.32	12/02/14	366501 AT&T MOBILITY	C
02	00398715	218.52	12/02/14	337412 AUTOZONE	C
02	00398716	211.00	12/02/14	3778 BEVERLY'S HARDWARE	C
02	00398717	105.12	12/02/14	3816 BILL BUNTON AUTO SUPPLY & MACHINE INC.	C
02	00398718	62.00	12/02/14	4057 BORDER ENGINE REBUILDERS & DIESEL SVCS	C
02	00398719	304.31	12/02/14	4537 BURTON AUTO SUPPLY, INC	C
02	00398720	25,717.94	12/02/14	153915 CDW GOVERNMENT INC.	C
02	00398721	242.72	12/02/14	270563 CPL RETAIL ENERGY, LP	C
02	00398722	266.00	12/02/14	86525 DELTA SPECIALTIES SUPPLY	C
02	00398723	37.79	12/02/14	228389 DIRECTV	C

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02	00398724	249.26	12/02/14	421812 DOGGETT FREIGHTLINER OF SOUTH TEXAS, LLC	C
02	00398725	177.80	12/02/14	324493 DOGGETT HEAVY MACHINERY SERVICES LLC	C
02	00398726	936.91	12/02/14	324493 DOGGETT HEAVY MACHINERY SERVICES LLC	C
02	00398727	14.50	12/02/14	227153 SANTOY INVESTMENTS LLC	C
02	00398728	355.47	12/02/14	311928 FASTENAL COMPANY	C
02	00398729	132.30	12/02/14	344699 FIESTA CHEVROLET, INC.	C
02	00398730	1,237.04	12/02/14	367346 FLEET SAFETY EQUIPMENT, INC.	C
02	00398731	13,944.54	12/02/14	125717 FRONTERA MATERIALS, INC.	C
02	00398732	601.02	12/02/14	13161 SOUTH TEXAS DIESEL SERVICE, INC.	C
02	00398733	197.97	12/02/14	13897 GATEWAY PRINTING & OFFICE SUPPLY, INC.	C
02	00398734	4,888.80	12/02/14	169242 GCR TIRE CENTERS	C
02	00398735	742.47	12/02/14	211567 GE CAPITAL INFORMATION TECHNOLOGY SOLUTI	C
02	00398736	278.10	12/02/14	15253 GULF COAST PAPER CO.	C
02	00398737	1,033.59	12/02/14	94366 BD HOLT CO	C
02	00398738	2,285.73	12/02/14	305545 HOME DEPOT CREDIT SERVICES	C
02	00398739	40.53	12/02/14	405078 INDUSTRIAL DISTRIBUTION GROUP	C
02	00398740	713.43	12/02/14	22438 MAGIC VALLEY ELECTRIC CO-OP, INC.	C
02	00398741	520.11	12/02/14	22438 MAGIC VALLEY ELECTRIC CO-OP, INC.	C
02	00398742	52.43	12/02/14	224529 MCCOY'S BUILDING SUPPLY	C
02	00398743	64.66	12/02/14	196681 MCCOY'S BUILDING SUPPLY CTR #33	C
02	00398744	767.70	12/02/14	24996 MISSION AUTO ELECTRIC, INC.	C
02	00398745	79.99	12/02/14	275506 MOBILE RELAYS PARTNERS, LTD.	C
02	00398746	754.87	12/02/14	275506 MOBILE RELAYS PARTNERS, LTD.	C
02	00398747	336.18	12/02/14	221945 O'REILLY AUTOMOTIVE STORES, INC.	C
02	00398748	189.99	12/02/14	312231 OFFICE DEPOT	C
02	00398749	14.50	12/02/14	315486 RADIADORES DEL VALLE	C
02	00398750	280.00	12/02/14	156876 RAM TRUCK SERVICE, INC.	C
02	00398751	38.69	12/02/14	277223 RELIANT, DEPT 0954	C
02	00398752	1,266.11	12/02/14	176311 RIO GRANDE STEEL LTD	C
02	00398753	120.08	12/02/14	216607 RIO HYDRAULIC, LLC	C
02	00398754	2,127.09	12/02/14	283797 ROMCO EQUIPMENT CO.	C
02	00398755	569.69	12/02/14	304131 SAENZ HARDWARE	C
02	00398756	706.00	12/02/14	207179 SOUTH TEXAS FLAG	C
02	00398757	595.64	12/02/14	328804 SOUTHERN TIRE MART	C
02	00398758	680.47	12/02/14	35173 SPIKES MOTOR COMPANY	C
02	00398759	103.27	12/02/14	319449 STAPLES ADVANTAGE	C
02	00398760	38.40	12/02/14	288888 TEXAS GAS SERVICE	C
02	00398761	29.20	12/02/14	36927 UNIFIRST HOLDINGS, INC	C
02	00398762	949.75	12/02/14	287024 VERIZON WIRELESS	C
02	00398763	1,773.10	12/02/14	78344 WEAKS MARTIN IMPLEMENT CO., INC.	C
Total Bank No 02		1,302,042.56			
03	00002187	9,500.00	11/25/14	199729 OFFICE OF THE ATTORNEY GENERAL	C
Total Bank No 03		9,500.00			
04	00015876	2,250.00	11/25/14	421871 CEMEX, INC.	C
04	00015877	2,085.07	11/25/14	270563 CPL RETAIL ENERGY	C
04	00015878	1,620.00	11/25/14	158569 DIXON CONCRETE PRODUCTS CO., INC.	C
04	00015879	4,691.63	11/25/14	332852 FERGUSON ENTERPRISES, INC #116	C
04	00015880	12,404.58	11/25/14	125717 FRONTERA MATERIALS, INC.	C
04	00015881	6,799.19	11/25/14	125717 FRONTERA MATERIALS, INC.	C
04	00015882	4,950.83	11/25/14	125717 FRONTERA MATERIALS, INC.	C
04	00015883	15,327.25	11/25/14	280046 L & G CONSULTING ENGINEERS, INC.	C
04	00015884	20,790.62	11/25/14	280046 L & G CONSULTING ENGINEERS, INC.	C
04	00015885	28,266.51	11/25/14	280046 L & G CONSULTING ENGINEERS, INC.	C
04	00015886	38,557.50	11/25/14	280046 L & G CONSULTING ENGINEERS, INC.	C

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04	00015887	6,556.81	11/25/14	292451 LANDTITLE USA, INC.	C
04	00015888	5,281.38	11/25/14	270113 ROY'S HAULING SERVICE, INC.	C
04	00015889	3,136.93	11/25/14	229245 SIERRA TITLE OF HIDALGO COUNTY, INC.	C
04	00015890	22,500.00	11/25/14	227889 TEDSI INFRASTRUCTURE GROUP	C
04	00015891	1,075.80	11/25/14	229318 WELLS FARGO BANK, N.A.	C
04	00015892	102,055.45	11/25/14	184217 CAPITAL PROJECTS	C
04	00015893	15,030.00	11/25/14	199729 OFFICE OF THE ATTORNEY GENERAL	C
04	00015894	124,518.40	12/02/14	376035 D. WILSON CONSTRUCTION COMPANY	C
04	00015895	39,229.03	12/02/14	402419 HOLCHEMONT, LTD	C
04	00015896	3,831.46	12/02/14	388459 PRODIGY CONSTRUCTION MANAGEMENT, LLC	C
04	00015897	667.34	12/02/14	363308 VALLEY LAND TITLE COMPANY LTD	C
04	00015898	16,337.34	12/02/14	363308 VALLEY LAND TITLE COMPANY LTD	C
04	00015899	3,351.34	12/02/14	363308 VALLEY LAND TITLE COMPANY LTD	C
Total Bank No 04		481,314.46			
05	00023951	15,917.80	11/25/14	217972 ALLSTATE WORKPLACE DIVISION	C
05	00023952	71,555.84	11/25/14	298611 HUMANADENTAL INSURANCE CO.	C
05	00023953	1,670,327.77	11/25/14	209759 PROPRIETARY FUND	C
05	00023954	469.00	11/25/14	184195 SPECIAL REVENUE FUND	C
05	00023955	57,467.03	11/25/14	406694 TRANSAMERICA LIFE INSURANCE COMPANY	C
05	00023956	3.13	11/25/14	184152 TRUST & AGENCY	C
05	00023957	24,871.46	11/25/14	368059 UNUM LIFE INSURANCE COMPANY OF AMERICA	C
05	00023958	20,032.85	11/25/14	406708 VISION SERVICE PLAN INSURANCE COMPANY	C
05	00023959	1,285.00	11/26/14	7498 COUNTY & MUNICIPAL EMPLOYEES	C
05	00023960	49.00	11/26/14	157228 HIDALGO CO. UNITED WAY	C
05	00023961	300.00	11/26/14	7498 COUNTY & MUNICIPAL EMPLOYEES	C
05	00023962	25.00	11/26/14	157228 HIDALGO CO. UNITED WAY	C
05	00023963	14,168.60	11/26/14	158275 BOUDLOCHE, CINDY	C
05	00023964	2,130.00	11/26/14	252123 COMBINED LAW ENFORCEMENT ASSOC OF TEXAS	C
05	00023965	25,057.79	11/26/14	7498 COUNTY & MUNICIPAL EMPLOYEES	C
05	00023966	780.00	11/26/14	262838 HIDALGO CO ADULT PROB OFFICER'S ASSN	C
05	00023967	1,203.50	11/26/14	157228 HIDALGO CO. UNITED WAY	C
05	00023968	282.00	11/26/14	261394 HIDALGO COUNTY SHERIFF LAW ENFORCE ASSOC	C
05	00023969	3,819.00	11/26/14	282944 HIDALGO COUNTY SHERIFF'S ASSOCIATION	C
05	00023970	922.45	11/26/14	167479 TEXAS GUARANTEED STUDENT LOAN CORPORATIO	C
05	00023971	5.00	11/26/14	419141 AIR EVAC EMS, INC.	C
05	00023972	1,122.50	11/26/14	419141 AIR EVAC EMS, INC.	C
05	00023973	46.15	11/26/14	422339 C/S STATE OF SOUTH DAKOTA	C
05	00023974	203.53	11/26/14	285269 DEPT. OF CHILD SUPPORT SERVICES	C
05	00023975	245.04	11/26/14	423173 ECMC	C
05	00023976	188.37	11/26/14	426687 GREAT LAKES HIGHER EDUCATION GUARANTY	C
05	00023977	6.00	11/26/14	262838 HIDALGO CO ADULT PROB OFFICER'S ASSN	C
05	00023978	698.52	11/26/14	220566 MICHIGAN STATE DISBURSEMENT UNIT	C
05	00023979	672.45	11/26/14	335975 MID ATLANTIC CAPITAL CORPORATION	C
05	00023980	156.00	11/26/14	420212 NEW JERSEY FAMILY SUPPORT PAYMENT CTR	C
05	00023981	32.18	11/26/14	349453 PRE-PAID LEGAL SERVICES, INC	C
05	00023982	3,835.25	11/26/14	349453 PRE-PAID LEGAL SERVICES, INC	C
05	00023983	39.40	11/26/14	349453 PRE-PAID LEGAL SERVICES, INC	C
05	00023984	822.09	11/26/14	336653 SERVICE EMPLOYEES INTERNATIONAL UNION	C
05	00023985	41.00	11/26/14	191167 SOUTH TEXAS COLLEGE	C
05	00023986	147.59	11/26/14	201324 U.S. DEPARTMENT OF EDUCATION	C
05	00023987	88.18	11/26/14	201324 U.S. DEPARTMENT OF EDUCATION	C
05	00023988	65.67	11/26/14	201324 U.S. DEPARTMENT OF EDUCATION	C
Total Bank No 05		1,919,082.14			
07	00005976	27.43	11/25/14	184187 GENERAL FUND	C

A/P Summary Check Register

FPREG01A

Bank	Check No	Amount	Date	Vendor	Type
07	00005977	253,514.44	11/25/14	354295 HEALTH CARE SERVICE CORPORATION	C
07	00005978	12,500.00	11/25/14	289493 TRISTAR RISK MANAGEMENT	C
Total Bank No 07		266,041.87			
15	00029737	5,668.00	11/25/14	216119 AFFORDABLE HOMES OF SOUTH TEXAS, INC.	C
15	00029738	11,150.36	11/25/14	401374 AIM MEDIA TEXAS OPERATING, LLC	C
15	00029739	10,434.60	11/25/14	1902 AMIGOS DEL VALLE, INC.	C
15	00029740	22,600.00	11/25/14	416495 CARRISALES, RAYMUNDO	C
15	00029741	52,493.66	11/25/14	344834 HIDALGO COUNTY TREASURER	C
15	00029742	400.00	11/25/14	344303 NATIONAL COMMUNITY DEVELOPMENT ASSOC	C
15	00029743	288.00	11/25/14	358614 NCDA REGION VI SOUTHWEST	C
15	00029744	4,728.90	11/25/14	343889 OPEN HANDS COMMUNITY CHARITABLE SERVICES	C
15	00029745	34,459.50	11/25/14	343714 PROYECTO AZTECA	C
15	00029746	713.63	11/25/14	310654 SERNA, DIANA R	C
15	00029747	450.00	11/25/14	213055 SOUTH TEXAS LAND INVESTIGATIONS	C
15	00029748	525.00	11/25/14	262366 STARR TELECOMMUNICATIONS, ETC.	C
15	00029749	5,447.84	11/25/14	169498 URBAN COUNTY PROGRAM	C
15	00029750	1,000.00	12/02/14	383457 ARISE SOUTH TOWER	C
15	00029751	1,503.33	12/02/14	344311 BOYS & GIRLS CLUB OF PHARR	C
15	00029752	4,174.61	12/02/14	344257 BOYS AND GIRLS CLUB OF MISSION, INC	C
15	00029753	12,680.10	12/02/14	255521 CHILDREN'S ADVOCACY CENTER OF HIDALGO	C
15	00029754	99,232.78	12/02/14	347647 CAS COMPANIES LP	C
15	00029755	3,696.78	12/02/14	274534 DANNENBAUM ENGINEERING CORPORATION	C
15	00029756	209,565.70	12/02/14	383139 FACILITY SOLUTIONS GROUP, INC	C
15	00029757	4,603.17	12/02/14	353531 FOOD BANK OF THE RIO GRANDE VALLEY	C
15	00029758	2,993.50	12/02/14	355003 HOPE FAMILY HEALTH CENTER	C
15	00029759	1,808.52	12/02/14	343951 LA UNION DEL PUEBLO ENTERO	C
15	00029760	1,682.45	12/02/14	407933 MATA-GARCIA ARCHITECTS, LLP	C
15	00029761	1,703.00	12/02/14	238414 NUESTRA CLINICA DEL VALLE	C
15	00029762	1,166.02	12/02/14	367834 O.G. CONSTRUCTION COMPANY, LLC	C
15	00029763	767.81	12/02/14	415162 PHARR LITERACY PROJECT INC.	C
15	00029764	25,428.60	12/02/14	426172 SANCO GENERAL CONTRACTING, INC.	C
15	00029765	3,455.60	12/02/14	344443 SENIOR COMMUNITY OUTREACH SERVICES, INC.	C
15	00029766	450.00	12/02/14	213055 SOUTH TEXAS LAND INVESTIGATIONS	C
15	00029767	1,800.00	12/02/14	344427 THE SALVATION ARMY-MCALLEN	C
15	00029768	4,391.07	12/02/14	41998 WOMEN TOGETHER FOUNDATION INC.	C
Total Bank No 15		531,462.53			

Total Hand Checks	.00
Total Computer Checks	7,878,297.37
Total ACH Checks	.00
Total Computer Voids	.00
Total Hand Voids	.00
Total ACH Voids	.00

Grand Total: 7,878,297.37

Batch Yr	Batch No	Amount
14	004185	44,086.55
14	004202	7,860.00
14	004203	20,252.50
14	004204	14,287.50
14	004205	35,600.75
14	004206	19,162.50
14	004207	26,245.00
14	004210	329,223.46
14	004211	6,555.96

A/P Summary Check Register

FPREG01A

<u>Bank</u>	<u>Check No</u>	<u>Amount</u>	<u>Date</u>	<u>Vendor</u>	<u>Type</u>
				14	004218 97,905.87
				14	004223 41,877.48
				14	004224 99,427.40
				14	004227 21,791.87
				14	004228 35,597.31
				14	004232 5,264.04
				14	004235 29,987.50
				14	004238 19,470.00
				14	004241 274,682.78
				14	004242 43,028.74
				14	004244 212,524.31
				14	004245 69,550.99
				14	004249 10,056.38
				14	004250 337,788.21
				14	004257 3,595,510.85
				14	004259 25,197.19
				14	004263 2,526.12
				14	004267 185,012.80
				14	004281 149,359.49
				14	004286 81,682.60
				14	004292 47,973.97
				14	004293 48,363.34
				14	004295 1,334.00
				14	004297 325.00
				14	004299 1,621.21
				14	004304 34,327.89
				14	004306 3,465.28
				14	004310 9,807.50
				14	004311 19,642.50
				14	004312 11,167.50
				14	004313 32,890.00
				14	004314 22,147.50
				14	004320 45,606.20
				14	004321 53,518.60
				14	004327 18,844.03
				14	004328 40,512.67
				14	004333 54,628.17
				14	004334 153,023.36
				14	004335 92,942.05
				14	004338 7,675.00
				14	004339 17,776.90
				14	004341 188,009.91
				14	004342 352,828.43
				14	004343 9,419.74
				14	004346 76,622.54
				14	004349 16,822.98
				14	004350 148,446.56
				14	004352 36,556.63
				14	004364 8,414.92
				14	004366 382,103.04
				14	004367 91,087.94
				14	004368 2,885.50
				14	004369 5,990.36

AI-47604

2014 Intradep. (line item) Transfer 2. A.

CC CONSENT

Meeting Date: 12/02/2014

Submitted By: Alvaro Chuc,
AUDITOR'S OFFICE

Department: AUDITOR'S OFFICE

Information

CAPTION

2014- County Auditor's Office (1100)

BACKGROUND

Attachments

Auditor's Office Budget Line Item Transfer

Form Review

Inbox
Auditor's Office

Reviewed By
Monica Badillo

Form Started By: Alvaro Chuc

Date

11/26/2014 04:06 PM

Started On: 11/26/2014 03:53 PM

Final Approval Date: 11/26/2014

AI-47603

2014 Intradep. (line item) Transfer 2. B.

CC CONSENT

Meeting Date: 12/02/2014

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

Department: COMM. PCT. #2

Information

CAPTION

2014 - Pct. 2 CRC Alamo (1100)

BACKGROUND

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	11/26/2014 03:49 PM
Auditor's Office	Monica Badillo	11/26/2014 04:06 PM
Form Started By: Angela Garcia		Started On: 11/26/2014 03:34 PM
	Final Approval Date: 11/26/2014	

AI-47566

2014 Intradep. (line item) Transfer 2. C.

CC CONSENT

Meeting Date: 12/02/2014

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

2014 - 93rd DC (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1100-412-00-002-001-0-xxx

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 11-25-14.

Attachments

transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	11/25/2014 02:38 PM
Auditor's Office	Monica Badillo	11/26/2014 03:58 PM
Form Started By: Monica Badillo		Started On: 11/25/2014 02:11 PM
	Final Approval Date: 11/26/2014	

DATE: Nov. 25, 2014

DEPARTMENT HEAD: Judge Rodolfo Delgado

DEPARTMENT NAME: 93rd District Court

ACCOUNT NUMBER: 41100 41200 00200 10 Xxy

Contact Person: Joel

Ph#: X6412



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		AMOUNT
661	Minor Office Furn.	640	Reference Material	20. ⁰⁰
661	Minor Office Furn.	640	Reference Material	125. ⁰⁰
			TOTAL	\$145. ⁰⁰

REASON: To cover expense in new book and subscription...

Rodolfo Delgado
DEPARTMENT HEAD SIGNATURE

11.25.14
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-47557

2014 Intradep. (line item) Transfer 2. D.

CC CONSENT

Meeting Date: 12/02/2014

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

2014 - County Court #7 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1100-412-00-027-001-0-xxx

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 11-25-14.

Attachments

transfer

Form Review

Inbox
Budget & Management
Auditor's Office

Reviewed By
Debbie Tamez
Monica Badillo

Date
11/25/2014 11:47 AM
11/26/2014 03:58 PM
Started On: 11/25/2014 10:56 AM

Form Started By: Monica Badillo

Final Approval Date: 11/26/2014

AI-47556

2014 Intradep. (line item) Transfer 2. E.

CC CONSENT

Meeting Date: 12/02/2014

Submitted By: Priscilla Torres,
COUNTY CLERK

Department: COUNTY CLERK

Information

CAPTION

2014 - County Clerk (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

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

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?: n

BUDGETARY IMPACT:

Funds available as of 11-25-14.

Attachments

lit

Form Review

Inbox
Budget & Management
Auditor's Office

Reviewed By
Debbie Tamez
Monica Badillo

Date
11/25/2014 11:46 AM
11/26/2014 03:58 PM
Started On: 11/24/2014 04:56 PM

Form Started By: Priscilla Torres

Final Approval Date: 11/26/2014

AI-47562

2014 Intradep. (line item) Transfer 2. F.

CC CONSENT

Meeting Date: 12/02/2014

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 11-26-14.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	11/25/2014 04:41 PM
Auditor's Office	Monica Badillo	11/26/2014 03:58 PM
Form Started By: Mike Escaname		Started On: 11/25/2014 01:09 PM
	Final Approval Date: 11/26/2014	

Date: December 2, 2014
 Department Head: Eduardo Olivarez, Chief Administrative Officer
 Department Name: Hidalgo County Health Department
 Account Number: 4-1100-441-00-340-003-0 Health 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
4-1100-441-00-340-003-0-780	HEALTH CLINICS-CAPITAL LEASES	4-1100-441-00-340-003-0-336	HEALTH CLINICS-COMPUTER SERVICES	\$ 7,000.00
Amount				\$ 7,000.00

Revenue Account
 Amount Requested: \$ 7,000.00

Reason: Funds needed to cover anticipated expenditures.

 DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-47512

2014 Intradep. (line item) Transfer 2. G.

CC CONSENT

Meeting Date: 12/02/2014

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2014 - Health & Human Services Dept. / BBHW #2 (1293)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1293-441-00-340-062-4-xxx

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?: n

BUDGETARY IMPACT:

Funds available as of 11-21-14.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	11/20/2014 01:56 PM
Auditor's Office	Monica Badillo	11/26/2014 03:58 PM
Form Started By: Mike Escaname		Started On: 11/20/2014 11:18 AM
	Final Approval Date: 11/26/2014	

Date: November 20, 2014
 Department Head: Eduardo Olivarez, Chief Administrative Officer
 Department Name: Hidalgo County Health & Human Services Department
 Account Number: 4-1293-441-00-340-062-4- BBHW #2
 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		AMOUNT
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	
4-1293-441-00-340-062-4-339	BBHW#2-OTHER PROFESSIONAL SERVICES	4-1293-441-00-340-062-4-603	BBHW#2-EDUCATION/INSTRUCTION SUPPL	\$500.00
4-1293-441-00-340-062-4-601	BBHW#2-OFFICE & COMPUTER SUPPLIES	4-1293-441-00-340-062-4-603	BBHW#2-EDUCATION/INSTRUCTION SUPPL	\$13.82
Amount				\$ 513.82

Revenue Account
 Amount Requested: \$ 513.82

Reason: Line item transfer needed to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-47513

2014 Intradep. (line item) Transfer 2. H.

CC CONSENT

Meeting Date: 12/02/2014

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

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

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1293-441-00-340-054-4-xxx

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?: n

BUDGETARY IMPACT:

Funds available as of 11-21-14.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	11/20/2014 01:55 PM
Auditor's Office	Monica Badillo	11/26/2014 03:58 PM
Form Started By: Mike Escaname		Started On: 11/20/2014 11:23 AM
	Final Approval Date: 11/26/2014	

Date: November 20, 2014
 Department Head: Eduardo Olivarez, Chief Administrative Officer
 Department Name: Hidalgo County Health & Human Services Department
 Account Number: 4-1293-441-00-340-054-4- BBHW
 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
4-1293-441-00-340-054-4-601	BBHW- EDUCATION/INSTRUCTION SUPPL	4-1293-441-00-340-054-4-603	BBHW- EDUCATION/INSTRUCTION SUPPL	\$667.01
Amount				\$ 667.01

Revenue Account
 Amount Requested: \$ 667.01

Reason: Line item transfer needed to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE _____

APPROVED COMMISSIONER'S COURT

DATE

ATTEST COUNTY CLERK

AI-47499

2014 Intradep. (line item) Transfer 2. I.

CC CONSENT

Meeting Date: 12/02/2014

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 11-21-14.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/20/2014 10:48 AM
Auditor's Office	Monica Badillo	11/26/2014 03:58 PM
Form Started By: Mike Escaname		Started On: 11/19/2014 02:27 PM
	Final Approval Date: 11/26/2014	

Date: December 2, 2014
 Department Head: Eduardo Olivarez, Chief Administrative Officer
 Department Name: Hidalgo County Health Department
 Account Number: 4-1100-441-00-340-003-0 Health 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		AMOUNT
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	
4-1100-441-00-340-003-0-812	HEALTH CLINICS-SOFTWARE LICENSE RENEW	4-1100-441-00-340-003-0-622	HEALTH CLINICS-ELECTRICITY	\$ 4,240.63
4-1100-441-00-340-003-0-604	HEALTH CLINICS-MEDICAL & LAB SUPPL	4-1100-441-00-340-003-0-411	HEALTH CLINICS-WATER/SEWERAGE	\$ 1,100.00
4-1100-441-00-340-003-0-604	HEALTH CLINICS-MEDICAL & LAB SUPPL	4-1100-441-00-340-003-0-855	HEALTH CLINICS-LATE FEES,PENALTIES & FIN	\$ 200.00
4-1100-441-00-340-003-0-604	HEALTH CLINICS-MEDICAL & LAB SUPPL	4-1100-441-00-340-003-0-421	HEALTH CLINICS-DISPOSAL	\$ 100.00
4-1100-441-00-340-003-0-604	HEALTH CLINICS-MEDICAL & LAB SUPPL	4-1100-441-00-340-003-0-531	HEALTH CLINICS-TELEPHONE	\$ 1,800.00
			Amount	\$ 7,440.63

Revenue Account
 Amount Requested: \$ 7,440.63

Reason: Funds needed to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE _____

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-47535

2014 Intradep. (line item) Transfer 2. J.

CC CONSENT

Meeting Date: 12/02/2014

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

Department: COMM. PCT. #1

Information

CAPTION

2014 - Pct. #1 Sanitation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1100-432-00-121-001-0-xxx

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 11-24-14.

Attachments

LIT

Form Review

Inbox
Budget & Management
Auditor's Office

Reviewed By
Debbie Tamez
Monica Badillo

Date
11/24/2014 11:10 AM
11/26/2014 03:58 PM
Started On: 11/24/2014 08:06 AM

Form Started By: Katia Garcia

Final Approval Date: 11/26/2014

DATE: November 21, 2014

2014
Transfer

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

AI-47535



DEPARTMENT NAME: Hidalgo County Precinct No. 1 Sanitation

ACCOUNT NUMBER: 4-1100-432-00-121-001-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
672	EQUIP & VEH R&M SUPPLIES	811	LICENSES & PERMITS	\$48.24
TOTAL				\$48.24

REASON: Transfer needed to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-47574

2014 Intradep. (line item) Transfer 2. K.

CC CONSENT

Meeting Date: 12/02/2014

Submitted For: Commissioner Hector Palacios

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

Department: COMM. PCT. #2

Information

CAPTION

2014 - Pct 2 Parks (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1100-452-00-122-008-0-xxx

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?: n

BUDGETARY IMPACT:

Funds available as of 11/26/14.

Attachments

LIT

Form Review

Inbox
Budget & Management
Auditor's Office

Reviewed By
Debbie Tamez
Monica Badillo

Date
11/26/2014 10:38 AM
11/26/2014 03:58 PM
Started On: 11/25/2014 05:28 PM

Form Started By: Erika Zamora

Final Approval Date: 11/26/2014

AI-47573

2014 Intradep. (line item) Transfer 2. L.

CC CONSENT

Meeting Date: 12/02/2014

Submitted For: Commissioner
Hector Palacios

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

Department: COMM. PCT. #2

Information

CAPTION

2014 - Pct 2 Rd Maint (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:

Funding available as of 11/26/14.

Attachments

LIT

Form Review

Inbox
Budget & Management
Auditor's Office

Reviewed By
Debbie Tamez
Monica Badillo

Date
11/26/2014 10:38 AM
11/26/2014 03:58 PM
Started On: 11/25/2014 05:05 PM

Form Started By: Erika Zamora

Final Approval Date: 11/26/2014

AI-47501

2014 Intradep. (line item) Transfer 2. M.

CC CONSENT

Meeting Date: 12/02/2014

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 11/25/14.

731 --> 673 \$22,000.00

731 --> 711 \$2,000.00

731 --> 672 \$15,000.00

Attachments

47501

Form Review

Inbox
Budget & Management
Auditor's Office

Reviewed By
Debbie Tamez
Monica Badillo

Date
11/25/2014 11:44 AM
11/26/2014 03:58 PM
Started On: 11/19/2014 03:06 PM

Form Started By: Veronica Lopez

Final Approval Date: 11/26/2014

DATE: December 1, 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

2014
Intrdepartmental Transfer

AI- 47501



Ph#: (956) 383-3112 Ext. 4019

SUBJECT: **Intrdepartmental 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 Intrdepartmental 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
731	Pct 4 Rd Maint- Roads	673	Pct 4 Rd Maint- R&B R&M Supplies	\$22,000.00
731	Pct 4 Rd Maint- Roads	711	Pct 4 Rd Maint- ROW	\$2,000.00
731	Pct 4 Rd Maint- Roads	672	Pct 4 Rd Maint- Equip & Veh R&M Supplies	\$15,000.00
			TOTAL	\$39,000.00

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

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-47498

2014 Intradep. (line item) Transfer 2. N.

CC CONSENT

Meeting Date: 12/02/2014

Submitted By: Edna Kirby, IT
DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

2014 - I. T. Department (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1100-415-00-200-002-0-xxx

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 11-24-14.

Attachments

Intra

Form Review

Inbox
Budget & Management
Auditor's Office

Reviewed By
Veronica Ortiz
Monica Badillo

Date
11/20/2014 10:45 AM
11/26/2014 03:58 PM
Started On: 11/19/2014 02:05 PM

Form Started By: Edna Kirby

Final Approval Date: 11/26/2014

DATE: December 2, 2014

DEPARTMENT HEAD: Renan Ramirez

DEPARTMENT NAME: Information Technology Dept.

ACCOUNT NUMBER: 4-1100-415-00-200-002-0

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
336	IT COUNTYWIDE-COMPUTER SERVICES	601	IT COUNTYWIDE-OFFICE & COMPU SUPPLIES	\$8.94
			TOTAL	\$8.94

REASON: To cover freight charges for PO# 708958 (Tiger Direct Inc.)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-47497

2014 Intradep. (line item) Transfer 2. O.

CC CONSENT

Meeting Date: 12/02/2014

Submitted By: Edna Kirby, IT
DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

2014 - I. T. Department (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1100-415-00-200-001-0-xxx

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 11-24-14.

Attachments

lit

Form Review

Inbox
Budget & Management
Auditor's Office

Reviewed By
Veronica Ortiz
Monica Badillo

Date
11/20/2014 10:44 AM
11/26/2014 03:58 PM
Started On: 11/19/2014 01:39 PM

Form Started By: Edna Kirby

Final Approval Date: 11/26/2014

DATE: December 2, 2014

DEPARTMENT HEAD: Renan Ramirez

DEPARTMENT NAME: Information Technology Dept.

ACCOUNT NUMBER: 4-1100-415-00-200-001-0

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
581	INFO TECH DEPT- TRAVEL IN COUNTY	810	INFO TECH DEPT - DUES & MEMBERSHIPS	\$150.00
TOTAL				\$150.00

REASON: **Cover expenses for TAGITM**

_____ **DEPARTMENT HEAD SIGNATURE**

_____ **APPROVED COMMISSIONERS' COURT**

/ /
DATE

_____ **ATTEST COUNTY CLERK**

AI-47482

2014 Intradep. (line item) Transfer 2. P.

CC CONSENT

Meeting Date: 12/02/2014

Submitted By: Nielda Cavazos,
PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

2014 - Purchasing Dept. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1100-415-18-160-001-0-xxx

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 11-21-14

Attachments

TRANSFER

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/20/2014 10:43 AM
Auditor's Office	Monica Badillo	11/26/2014 03:58 PM
Form Started By: Nielda Cavazos		Started On: 11/18/2014 02:47 PM
	Final Approval Date: 11/26/2014	

DATE: November 18, 2014

DEPARTMENT HEAD: Martha L. Salazar, CPPB

DEPARTMENT NAME: Purchasing

ACCOUNT NUMBER: 4-1100-415-18-160-001-0

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
535	Postage	532	wireless device	\$200.00
535	Postage	631	Bottle water	\$100.00
535	Postage	601	office and computer supplies	\$ 400.00
				\$700.00

REASON: need to pay outstanding invoice

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/
DATE

ATTEST COUNTY CLERK

AI-47478

2014 Intradep. (line item) Transfer 2. Q.

CC CONSENT

Meeting Date: 12/02/2014

Submitted By: Nielda Cavazos,
PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

2014 - Purchasing Dept. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1100-415-18-160-001-0-xxx

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 11-21-14.

Attachments

lit

Form Review

Inbox
Budget & Management
Auditor's Office

Reviewed By
Veronica Ortiz
Monica Badillo

Date
11/20/2014 10:42 AM
11/26/2014 03:58 PM
Started On: 11/18/2014 02:05 PM

Form Started By: Nielda Cavazos

Final Approval Date: 11/26/2014

AI-47475

2014 Intradep. (line item) Transfer 2. R.

CC CONSENT

Meeting Date: 12/02/2014

Submitted For: Jaime E. gonzalez Submitted By: Patti Loya, PUBLIC DEFENDERS

Department: PUBLIC DEFENDERS

Information

CAPTION

2014 - Public Defender's (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1100-412-30-085-003-0-xxx

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 11-20-14.

Attachments

2014 Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/20/2014 10:42 AM
Auditor's Office	Monica Badillo	11/26/2014 03:58 PM
Form Started By: Patti Loya		Started On: 11/18/2014 11:38 AM
	Final Approval Date: 11/26/2014	

AI-47493

2014 Intradep. (line item) Transfer 2. S.

CC CONSENT

Meeting Date: 12/02/2014

Submitted For: Constable Gaitan Submitted By: Nayla Munoz, CONSTABLE PCT. #4

Department: CONSTABLE PCT. #4

Information

CAPTION

2014 - Constable Pct. #4 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1100-421-00-294-001-0-xxx

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 11-21-14.

Attachments

LIT111914

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/20/2014 10:38 AM
Auditor's Office	Monica Badillo	11/26/2014 03:58 PM
Form Started By: Nayla Munoz		Started On: 11/19/2014 11:53 AM
	Final Approval Date: 11/26/2014	

BUDGET INTRADEPARTMENTAL TRANSFER REQUEST

DATE: November 19, 2014

DEPARTMENT HEAD: A. "J.R." GAITAN

DEPARTMENT NAME: CONSTABLE PRECINCT 4

ACCOUNT NUMBER: 4-1100-421-00-294-001-0

SUBJECT: Budget Intradepartmental Transfer

Honorable Commissioner's Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
432	Equip & Vehicle R&M Services	342	Info & Credit Services	\$366.00
TOTAL				\$366.00

REASON: Transfer needed to cover expenditures for Lexis Nexis.

 HORALDO SANCHEZ *for Constable A. "J.R." Gaitan*

 APPROVED COMMISSIONERS' COURT

 DATE

 ATTEST COUNTY CLERK

AI-47491

2014 Intradep. (line item) Transfer 2. T.

CC CONSENT

Meeting Date: 12/02/2014

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

Department: CONSTABLE PCT. #2

Information

CAPTION

2014 - Constable Pct. #2 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

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

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 11-21-14.

Attachments

revised transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/20/2014 10:44 AM
Auditor's Office	Monica Badillo	11/26/2014 03:58 PM
Form Started By: Roxanne De La Cruz		Started On: 11/19/2014 11:32 AM
	Final Approval Date: 11/26/2014	

AI-47473

2014 Intradep. (line item) Transfer 2. U.

CC CONSENT

Meeting Date: 12/02/2014

Submitted By: Esther Contreras, 370TH
DISTRICT COURT

Department: 370TH DISTRICT COURT

Information

CAPTION

2014 - 370th District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1100-412-00-007-001-0-xxx

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 11-21-14.

Attachments

lit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/20/2014 10:39 AM
Auditor's Office	Monica Badillo	11/26/2014 03:58 PM
Form Started By: Esther Contreras		Started On: 11/18/2014 10:50 AM
	Final Approval Date: 11/26/2014	

AI-47520

2014 Intradep. (line item) Transfer 2. V.

CC CONSENT

Meeting Date: 12/02/2014

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 11-24-14.

Attachments

revised

Form Review

Inbox
Budget & Management
Auditor's Office

Reviewed By
Debbie Tamez
Monica Badillo

Date
11/20/2014 04:53 PM
11/26/2014 03:58 PM
Started On: 11/20/2014 04:28 PM

Form Started By: Mary Garcia

Final Approval Date: 11/26/2014

AI-47514

2014 Intradep. (line item) Transfer 2. W.

CC CONSENT

Meeting Date: 12/02/2014

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 11-21-14.

Attachments

lit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	11/20/2014 01:54 PM
Auditor's Office	Monica Badillo	11/26/2014 03:58 PM
Form Started By: SANDRA DELEON		Started On: 11/20/2014 01:44 PM
	Final Approval Date: 11/26/2014	

DATE: November 20, 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
581	Travel - In County	441	Land & Bldg Rentals	75.00
601	Office & Comp. Supplies	626	Gasoline/Diesel	101.92
TOTAL				176.92

REASON: Transfer needed for year expenses.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

_____/____/_____
DATE

ATTEST COUNTY CLERK

AI-47504

2014 Intradep. (line item) Transfer 2. X.

CC CONSENT

Meeting Date: 12/02/2014

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

Department: WIC

Information

CAPTION

2014 - WIC (1292)

BACKGROUND

4.1292.441.00.350.017.5.xxx

Lactation Center- L/T

Fiscal Impact

FISCAL YEAR: 2015

ACCT. #: 4-1292-441-00-350-017-5-xxx

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?: n

BUDGETARY IMPACT:

Funds available as of 11-21-14.

No Budgetary Impact.

Available funds on object #441 \$7000.00 as of 11/19/14 for object code #603.

Attachments

lit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/20/2014 10:45 AM
Auditor's Office	Monica Badillo	11/26/2014 03:58 PM
Form Started By: Margarita Gonzalez		Started On: 11/19/2014 04:04 PM
	Final Approval Date: 11/26/2014	

DATE: 11/19/2014
 WIC DIRECTOR: NORMA LONGORIA
 DEPARTMENT NAME: HIDALGO COUNTY WIC PROGRAM
 ACCOUNT NUMBER: 4.1292.441.00.350.017.5 Lactation
 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

Chapter 111, Subchapter C.

FROM		TO			
ACCOUNT NUMBER	Account Name	ACCOUNT NO.(S)	ACCOUNT NAME	AMOUNT	
4.1292.441.00.350.017.5	441 land & Building Rental	→ 4.1292.441.00.350.017.5	603 Educational & Instructional Supplies	2,000.00	
Total:				2,000.00	

REASON: To cover for encumbrance's that are needed for FY 15 Grant.

AI-47328

2014 Intradep. (line item) Transfer 2. Y.

CC CONSENT

Meeting Date: 12/02/2014

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

Department: WIC

Information

CAPTION

2014 - WIC (1292)

BACKGROUND

Line Item Transfer

4.1292.441.00.350.001.5.xxx

Fiscal Impact

FISCAL YEAR: 2015

ACCT. #: 4-1292-441-350-001-5-xxx

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?: n

BUDGETARY IMPACT:

Funds available as of 11-21-14.

No County Match:

Sufficient funds available.

Attachments

WIC L/T

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/20/2014 10:46 AM
Auditor's Office	Monica Badillo	11/26/2014 03:58 PM
Form Started By: Margarita Gonzalez		Started On: 11/06/2014 04:12 PM
	Final Approval Date: 11/26/2014	

DATE: 11/18/14
WIC DIRECTOR: NORMA LONGORIA
DEPARTMENT NAME: HIDALGO COUNTY WIC PROGRAM
ACCOUNT NUMBER: 4.1292.441.00.350.001.5. 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
4.1292.441.00.350.001.5	550 Printing & Binding	→ 4.1292.441.00.350.001.5	439 Repair & Maint. Service Other	1,000.00
Total:				1,000.00

To encumber cost on objects code #439 Repair & Maint. Services Other that is needed.

AI-47527

2014 Intradep. (line item) Transfer 2. Z.

CC CONSENT

Meeting Date: 12/02/2014

Submitted For: Ricardo Saldana Submitted By: SANDRA DELEON, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

2014 - Emergency Management (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1100-429-00-110-075-0-xxx

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as per 11-21-14.

Attachments

lit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	11/21/2014 11:54 AM
Auditor's Office	Monica Badillo	11/26/2014 03:58 PM
Form Started By: SANDRA DELEON		Started On: 11/21/2014 11:44 AM
	Final Approval Date: 11/26/2014	

DATE: November 21, 2014

DEPARTMENT HEAD: RICARDO SALDANA, EMC

DEPARTMENT NAME: Division of Emergency Services-Emergency Management

ACCOUNT NUMBER: 4-1100-429-00-110-075-0-

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 NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
583	TRAVEL-OUT OF COUNTY	412	CABLE/SATELLITE SERV	80.00
TOTAL				80.00

REASON: TRANSFER IS BEING REQUESTED TO COVER FINAL INVOICE OF THE YEAR.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-47552

2014 Intradep. (line item) Transfer 2. AA.

CC CONSENT

Meeting Date: 12/02/2014

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

2014 - Executive Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1100-413-00-125-001-0-xxx

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 11-25-14.

Attachments

transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	11/24/2014 04:48 PM
Auditor's Office	Monica Badillo	11/26/2014 03:58 PM
Form Started By: Monica Badillo		Started On: 11/24/2014 04:21 PM
	Final Approval Date: 11/26/2014	

DATE: December 1, 2014

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: EXECUTIVE OFFICE

ACCOUNT NUMBER: 4-1100-413-00-125-001-0

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
583	Travel - out of county	631	Bottled water	50.00
			TOTAL	50.00

REASON: To pay invoices for bottled water (water cooler).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

_____/_____/_____
DATE

ATTEST COUNTY CLERK

AI-47522

2014 Intradep. (line item) Transfer 2. BB.

CC CONSENT

Meeting Date: 12/02/2014

Submitted By: Virginia Rodriguez,
SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2014 - Sheriff's Dept. / Jail (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

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

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 11-26-14.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	11/21/2014 01:21 PM
Budget & Management	Debbie Tamez	11/26/2014 10:39 AM
Auditor's Office	Monica Badillo	11/26/2014 03:58 PM
Form Started By: Virginia Rodriguez		Started On: 11/21/2014 08:52 AM
	Final Approval Date: 11/26/2014	

DATE: 12/1/2014
DEPARTMENT HEAD: SHERIFF J.E. "EDDIE" GUERRA
DEPARTMENT NAME: SHERIFF'S OFFICE
ACCOUNT NUMBER: 4-1100-423-21-280-002-0-
SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT	ACCOUNT (OBJECT)	AMOUNT
4-1100-423-21-280-002-0-	431-R&M SERVICES-BUILDINGS & OTHER STRUCTURES	→	4-1100-423-21-280-002-0-	671-R&M SUPPLIES-BUILDINGS & OTHER STRUCTURES	\$3,000.00
TOTAL					\$3,000.00

REASON: FUNDS ARE NEEDED TO COVER EXPENDITURES FOR BUILDING SUPPLIES FOR REMINDER OF FISCAL YEAR.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/_____
DATE

ATTEST COUNTY CLERK

AI-47467

2014 Intradep. (line item) Transfer 2. CC.

CC CONSENT

Meeting Date: 12/02/2014

Submitted By: Maria Del Rosario
Gonzalez, SHERIFF
DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2014 - Sheriff's Office SCAAP Grant FY 2011 (1284)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1284-423-00-280-042-1-xxx

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?: n

BUDGETARY IMPACT:

Funds are available as of 11/21/14.

No matching funds are required.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	11/17/2014 02:47 PM
Budget & Management	Veronica Ortiz	11/20/2014 10:52 AM
Auditor's Office	Monica Badillo	11/26/2014 03:58 PM
Form Started By: Maria Del Rosario Gonzalez		Started On: 11/17/2014
	Final Approval Date: 11/26/2014	

DATE: November 17, 2014
 DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
 DEPARTMENT NAME: SCAAP 2011 (State Criminal Alien Assistance Program)
 ACCOUNT NUMBER: 4-1284-423-00-280-042-1-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
4-1284-423-00-280-042-1-	665- Minor computer equipment	4-1284-423-00-280-042-1-	741- Vehicles	114.80
\$114.80				

REASON: For reallocation of funds within grant.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

_____/_____/_____
 DATE

 ATTEST COUNTY CLERK

AI-47468

2014 Intradep. (line item) Transfer 2. DD.

CC CONSENT

Meeting Date: 12/02/2014

Submitted By: Maria Del Rosario
Gonzalez, SHERIFF
DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2014 - Sheriff's Office SCAAP Grant FY 2013 (1284)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1284-423-00-280-042-3-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds are available as of 11/17/14.

No matching funds are required.

Attachments

SCAAP 13 LIT

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	11/17/2014 02:47 PM
Budget & Management	Veronica Ortiz	11/20/2014 10:51 AM
Auditor's Office	Monica Badillo	11/26/2014 03:58 PM
Form Started By: Maria Del Rosario Gonzalez		Started On: 11/17/2014
Final Approval Date: 11/26/2014		

AI-47480

2014 Intradep. (line item) Transfer 2. EE.

CC CONSENT

Meeting Date: 12/02/2014

Submitted By: Virginia Rodriguez,
SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2014 - Sheriff's Dept. / Jail (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

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

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 11-21-14.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	11/18/2014 02:31 PM
Budget & Management	Veronica Ortiz	11/20/2014 10:43 AM
Auditor's Office	Monica Badillo	11/26/2014 03:58 PM
Form Started By: Virginia Rodriguez		Started On: 11/18/2014 02:20 PM
	Final Approval Date: 11/26/2014	

DATE: 12/1/2014
DEPARTMENT HEAD: SHERIFF J.E. "EDDIE" GUERRA
DEPARTMENT NAME: SHERIFF'S OFFICE
ACCOUNT NUMBER: 4-1100-423-21-280-002-0-
SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT	ACCOUNT (OBJECT)	AMOUNT
4-1100-423-21-280-002-0-	630-FOOD	➔	4-1100-423-21-280-002-0-	604-MEDICAL & LABORATORY SUPPLIES	\$14,000.00
TOTAL					\$14,000.00

REASON: FUNDS ARE NEEDED TO COVER EXPENDITURES FOR INMATE MEDICATION.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/_____
DATE

ATTEST COUNTY CLERK

AI-47459

2014 Intradep. (line item) Transfer 2. FF.

CC CONSENT

Meeting Date: 12/02/2014

Submitted By: Virginia Rodriguez,
SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2014 - Sheriff's Dept. / Jail (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

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

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 11-21-14.

Attachments

lit

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	11/17/2014 11:30 AM
Budget & Management	Veronica Ortiz	11/20/2014 10:38 AM
Auditor's Office	Monica Badillo	11/26/2014 03:58 PM
Form Started By: Virginia Rodriguez		Started On: 11/17/2014 11:21 AM
	Final Approval Date: 11/26/2014	

DATE: 12/1/2014
DEPARTMENT HEAD: SHERIFF J.E. "EDDIE" GUERRA
DEPARTMENT NAME: SHERIFF'S OFFICE
ACCOUNT NUMBER: 4-1100-423-21-280-002-0-
SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT	ACCOUNT (OBJECT)	AMOUNT
4-1100-423-21-280-002-0-	584-REGISTRATION FEES	➔	4-1100-423-21-280-002-0-	535-POSTAGE	\$1,000.00
4-1100-423-21-280-002-0-	584-REGISTRATION FEES		4-1100-423-21-280-002-0-	339-OTHER PROFESSIONAL SERVICES	\$3,000.00
TOTAL					\$4,000.00

REASON: FUNDS ARE NEEDED TO COVER EXPENDITURES FOR FEDEX INVOICES AND AMBULANCE SERVICES.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

AI-47508

2014 Intradep. (line item) Transfer 2. GG.

CC CONSENT

Meeting Date: 12/02/2014

Submitted By: Maria Del Rosario
Gonzalez, SHERIFF
DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2014 - Sheriff's Office (1284)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1284-480-00-280-078-6-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds are available as of 11/26/14. Overtime grants do not require a salary analysis.

No local match is required.

Attachments

revised

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	11/20/2014 09:52 AM
Budget & Management	Veronica Ortiz	11/20/2014 10:56 AM
Obdett Calzada	Obdett Calzada	11/26/2014 10:47 AM
Auditor's Office	Monica Badillo	11/26/2014 03:58 PM
Form Started By: Maria Del Rosario Gonzalez		Started On: 11/20/2014
Final Approval Date: 11/26/2014		

DATE: November 19, 2014
DEPARTMENT HEAD: Hidalgo County Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: 2013 Operation Stonegarden - City of Weslaco
ACCOUNT NUMBER: 4-1284-480-00-280-078-6-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
4-1284-480-00-280-078-6-	250 - UNEMPLOYMENT COMP.	4-1284-480-00-280-078-6-	230 - RETIREMENT	4.56
				\$4.56

REASON: For reallocation of fringe benefits.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/_____
DATE

ATTEST COUNTY CLERK

AI-47505

2014 Intradep. (line item) Transfer 2. HH.

CC CONSENT

Meeting Date: 12/02/2014

Submitted For: Commander Gabriel Castaneda
Submitted By: Rosie Hinojosa, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2014 - Sheriff's Office / Federal Sharing U.S. Dept. of Justice (1229)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1229-421-00-280-007-0-xxx

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?: n

BUDGETARY IMPACT:

Funds available as of 11/24/2014.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	11/19/2014 04:37 PM
Budget & Management	Veronica Ortiz	11/20/2014 10:56 AM
Auditor's Office	Monica Badillo	11/26/2014 03:58 PM
Form Started By: Rosie Hinojosa		Started On: 11/19/2014 04:29 PM
	Final Approval Date: 11/26/2014	

DATE: 11/19/2014
DEPARTMENT HEAD: Sheriff J. E. "Eddie" Guerra
DEPARTMENT NAME: Sheriff's Federal Sharing - US Department of Justice
ACCOUNT NUMBER: 4-1229-421-00-280-007-0

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
4-1229-421-00-280-007-0-668	Police Weapons & Bulletproof Vests	→	4-1229-421-00-280-007-0-748	Other Equipment	60,000.00
		→			
		→			
		→			
		→			
TOTAL					\$60,000.00

REASON: To appropriate monies for the purpose of purchasing weapons over the value of \$1,000.00 each.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT DATE ATTEST COUNTY CLERK

AI-47563

2014 Interdepartmental Transfers 3. A.

CC CONSENT

Meeting Date: 12/02/2014

Submitted For: Eddie Olivarez

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Health ADM (1100):

Interdepartmental Transfer from Health Adm (program 001) to Health Clinics (program 003) in the amount of \$4,110.00 to cover anticipated expenses.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1100-441-00-340-00X-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 11/26/14.

Attachments

Interdepartmental Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	11/25/2014 04:42 PM
Glinda Pacheco	Glinda Pacheco	11/26/2014 11:21 AM
Auditor's Office	Monica Badillo	11/26/2014 03:58 PM
Form Started By: Mike Escaname		Started On: 11/25/2014 01:12 PM
	Final Approval Date: 11/26/2014	

DATE: December 2, 2014

DEPARTMENT HEAD: Eduardo Olivarez

DEPARTMENT NAME: Health & Human Services Dept.

ACCOUNT NUMBER: 4-1100-441-00-340-00X-0-xxx

SUBJECT: Budget Amendments (Increases) in Accordance with
Local Government Code, Chapter 111, Subchapter C

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
4-1100-441-00-340-001-0-672	HEALTH ADM-EQ & VEH R & M SUPPLIES	\$ (4,110.00)
- - - -		
- - - -		
4-1100-441-00-340-003-0-336	HEALTH CLINICS-COMPUTER SERVICES	\$ 4,110.00
- - - -		
- - - -		
- - - -		
- - - -		
- - - -		
TOTAL BUDGET INCREASE REQUEST		\$ -

REASON: [Transferring funds from Dept. 340, Program 001 to Dept. 340 Program 003 to cover anticipated costs](#)

There are no areas in my current budget to reduce in order to fund the above mentioned item's).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/_____
DATE

ATTEST COUNTY CLERK

AI-47540

2014 Interdepartmental Transfers 3. B.

CC CONSENT

Meeting Date: 12/02/2014

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

Department: COMM. PCT. #1

Information

CAPTION

Pct.1 SOA1341 (1303):

Approval of 2014 interdepartmental transfer within SOA1341 Fund 1303 from program (110) to program (184) in the amount of \$10,680.77.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1303-431-00-121-XXX-0-731

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 11/25/14.

Attachments

INTERDEPT TRF

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	11/24/2014 04:41 PM
Glinda Pacheco	Glinda Pacheco	11/25/2014 01:28 PM
Auditor's Office	Monica Badillo	11/26/2014 03:58 PM
Form Started By: Katia Garcia		Started On: 11/24/2014 01:37 PM
	Final Approval Date: 11/26/2014	

DATE: November 24, 2014

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

2014

Interdepartmental Transfer



DEPARTMENT NAME: Hidalgo County Precinct No.1

AI-47540 12/2/14

ACCOUNT NUMBER: 4-1303-431-00-121-XXX-0-731

CONTACT PERSON: Katia Garcia PHONE: (956) 968-8733 Ext. 1021

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:			
4-1303-431-00-121-110-0- 731	SOA1341-PCT1 M16N(FANNINOM4W)	ROADS	(10,680.77)
TO:			
4-1303-431-00-121-184-0- 731	SOA1341-PCT1 M4W(M15N-M16N)	ROADS	10,680.77
TOTAL BUDGET INCREASE (DECREASE)			-

REASON: Transfer is needed for completion of project.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

_____/_____/_____
DATE

ATTEST, COUNTY CLERK

AI-47502

2014 Interdepartmental Transfers 3. C.

CC CONSENT

Meeting Date: 12/02/2014

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

Department: COMM. PCT. #4

Information

CAPTION

Approval of 2014 interdepartmental transfer from Rd. Maint (program 007) to Restitution (program 125) in the amount of \$ 3,000.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1200-431-00-124-007-0-731

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 11/26/14

Attachments

47502

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	11/25/2014 11:48 AM
Auditor's Office	Monica Badillo	11/26/2014 03:58 PM
Form Started By: Veronica Lopez		Started On: 11/19/2014 03:12 PM
	Final Approval Date: 11/26/2014	

DATE: December 1, 2014

DEPARTMENT HEAD: Comm. Joseph Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.4

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

2014
Transfer

AI- 47502



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:		
4-1200-431-00-124-007-0-731	PCT4 Rd. Maint- Roads	(\$3,000.00)
To:		
4-1200-431-00-124-125-0-739	PCT4 Restitution- 1124 M Rd- Other Structr	\$3,000.00
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:
Transfer needed for Restitution Center- Frontera expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-47558

Planning Department 4. A.

CC CONSENT

Meeting Date: 12/02/2014

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 Water Service Availability 12-02-14
- Pct 2 & 4 Cert Plat & Utility Status 12-02-14
- Pct 2 & 4 Water Service Availability 12-02-14
- Pct 3 Water Service Availability 12-02-14
- Pct 1 Cert Plat & Utility

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	11/25/2014 11:56 AM
Obdett Calzada	Obdett Calzada	11/25/2014 04:11 PM
Auditor's Office	Monica Badillo	11/26/2014 03:58 PM
Form Started By: Irma Castillo		Started On: 11/25/2014 10:59 AM
	Final Approval Date: 11/26/2014	



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

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

Precinct 1 2 3 4

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

Application No: 1-11775

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

Upon the application of:

Name: Talia Ortiz

Address: 2706 N. Bustamante
St. Weslaco Tx
78596

Phone: 956-377-9746

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

Colonia ~~xxxx~~ Del Noriste lot # 118

[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

Rev. 02-19-10

County of Hidalgo

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

Precinct 1 2 3 4

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

Application No: 1-11775

**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

TALIA ORTIZ

Known to me [or proved to me in the oath of ID# 29498363 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:

COLONIA DEL NURESTE LOT 118"

[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."~~

Talia Ortiz (Signature)

SUBSCRIBED AND SWORN TO before me on NOVEMBER 13TH, 2014, to certify which, witnesses my hand and seal of office.

[Signature]
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

STATE OF TEXAS
COUNTY OF HDALGO

THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED HERETO,
AND IN PERSON OR THROUGH A DULY AUTHORIZED AGENT DEDICATES TO THE USE OF THE PUBLIC
FOREVER ALL STREETS, ALLEYS, PARKS, WATER COURSE, DRAINS, EASEMENT AND PUBLIC PLACES
THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

Hilda B. Garcia
OWNER HILDA B. GARCIA
Tony Barbosa
OWNER TONY BARBOSA

APPROVAL BY WATER DISTRICT

THIS PLAT APPROVED BY HDALGO COUNTY WATER IMPROVEMENT DISTRICT NO. _____
-ON THIS _____ DAY OF _____ A.D.

PRESIDENT

SECRETARY

STATE OF TEXAS
COUNTY OF HDALGO

I, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED
FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

11-21-83
DATE

Paul E. ...
REGISTERED PUBLIC SURVEYOR
NO. 2275 PE 34666

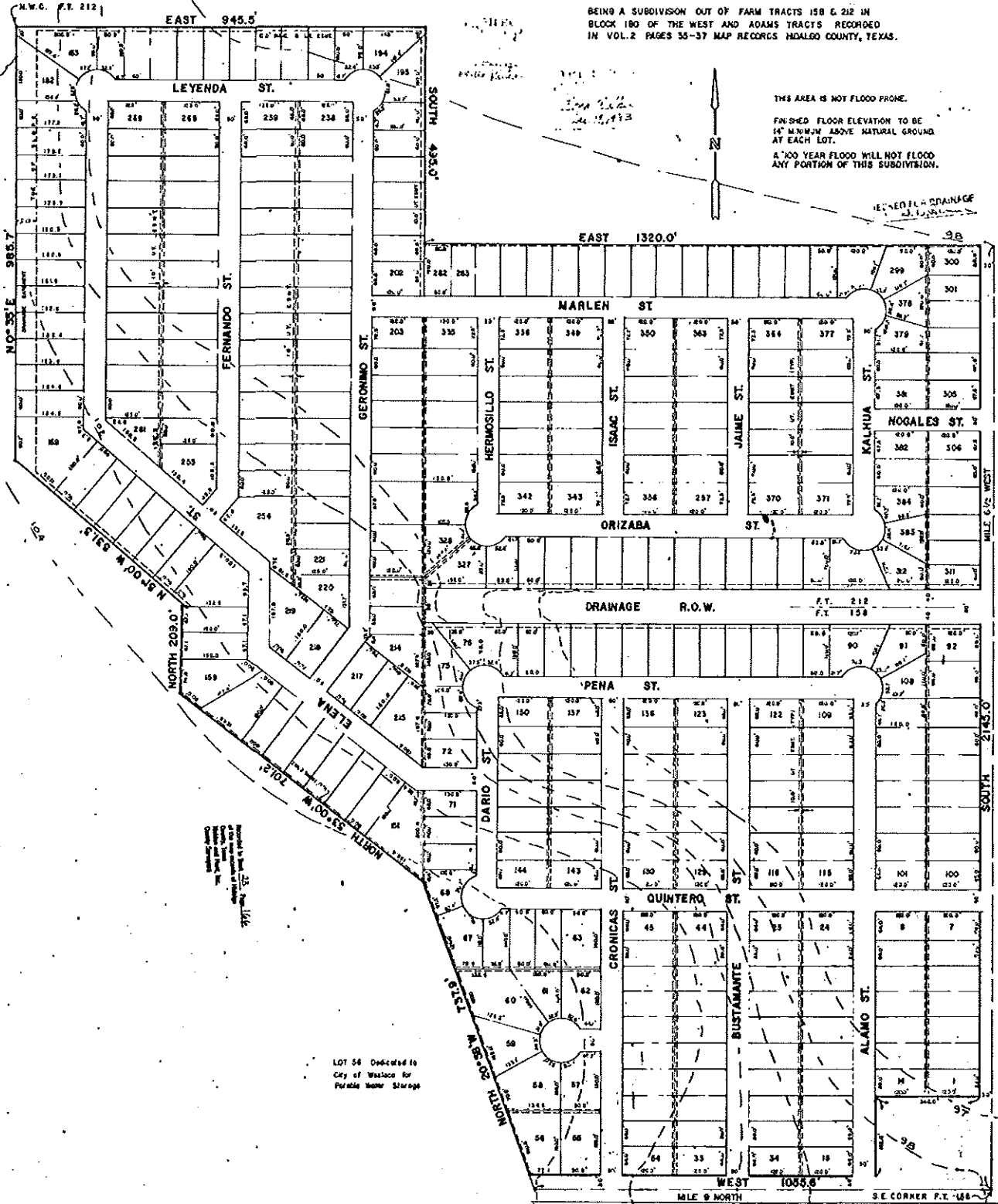
SWORN TO AND SUBSCRIBED BEFORE ME THIS THE 21 DAY OF November 1983

John J. ...
NOTARY PUBLIC, HDALGO COUNTY, TEXAS

COLONIA DEL NORESTE

BEING A SUBDIVISION OUT OF FARM TRACTS 158 & 212 IN
BLOCK 180 OF THE WEST AND ADAMS TRACTS RECORDED
IN VOL. 2 PAGES 55-57 MAP RECORDS HDALGO COUNTY, TEXAS.

THIS AREA IS NOT FLOOD PRONE.
FINISHED FLOOR ELEVATION TO BE
14" MINIMUM ABOVE NATURAL GROUND
AT EACH LOT.
A 100 YEAR FLOOD WILL NOT FLOOD
ANY PORTION OF THIS SUBDIVISION.



LOT 54 Dedicated to
City of Wallace for
Portable Water Storage

Chapter 232 Texas LGC Application

APPLICATION NO:

1-11775

Nov. 6, 2014

COUNTY OF HIDALGO
PLANNING DEPARTMENT

1902 JOE STEPHENS WESLACO TX 78596
TEL 968-4724 FAX 447-8612

C6760-00-000-0118-00

[1] OWNER: ORTIZ, TALIA

[7] LEGAL DESC./NAME OF SUBDIVISION
COLONIA DEL NORESTE LOT 118

2708 N. BUSTAMANTE
WESLACO TX 78596-7374

Telephone No. 377-9746

LOCATION: 0 MILE 6 1/2 & MILE 9 N.

[2] CONTRACTOR: SELF

[8] SEWAGE: EXIST

[3] WATER SYSTEM: N AL

[9] CONSTRUCTION TYPE: WOOD

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

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

[5] SIZE OF STRUCTURE: 12,000 Sq. Ft.

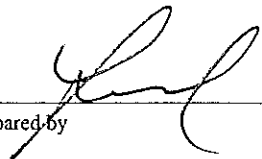
[11] SPECIAL FLOOD HAZARD AREA: YES
 NO

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

Special Conditions: No construction allowed over any easements.

MUST COMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
SETBACKS FRONT:25' REAR:15' SIDES:6'
MIN. ELV. ABOVE TOP NATURAL GROUND 18"


FOR COUNTY USE ONLY
APPLICATION FEES


Prepared by

11/6/14
Date

OTHER _____
TOTAL AMOUNT \$30.00

Light [X] Water [X]

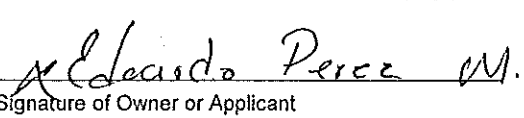

Approved by

11/6/14
Date

Flood Zone: NO
Panel No. /Suffix: _____ Pct: 1

Community No.: 980024

Certification of Elevation
Required: YES NO BFE


Signature of Owner or Applicant

11/6/14
Date

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

[NOTICE]

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

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

The State of Texas,

County HIDALGO

Know All Men by These Presents:

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE AN 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

THAT MANUEL DEJESUS CHACON

of the County of HIDALGO State of TEXAS for and in consideration

of the sum of TEN AND 00/100 DOLLARS

AND OTHER GOOD AND VALUABLE CONSIDERATION to ME in hand paid by TALIA ORTIZ

as follows:

ha Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said TALIA ORTIZ

whose mailing address is 2708 N BUSTAMANTO ST WESLACO, TEX 78596 of the County of hidalgo State of all that certain

TACT OF PARCEL OF LAND SITUATED IN COUNTY OF HIDALGO, STATE OF TE TEXAS AND MORE FULLY DESCRIBED AS FOLLOW : ALL OF LOT ONE HUNDRED EIGHTEEN (118) COLONIA del noreste at mile 6 1/2 WEST AND MILE 9 NORTH WESLACO, HIDALGO COUNTY, TEXAS ACCORING TO THE MAPOR PLAT RECORDED IN VOLUME 23 PAGE, 166 MAP RECORDS IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS SAVE AND EXCEPT ALL OIL GAS AND ANY OTHER MINERAL IN ON OR UNDER SAID LOT

SUBJECT TO THE RESTRICT RECORDED IN VOLUME 3011, PAGES * & \$ 874 OF THE RECORDS OF THE COUNTY CLERK OF HIDALGO, TEXAS ALL THE REGULATIONS RIGHTS, EASEMENT, RESERVATIONS AND AGREEMENT WHICH HAVE BEEN RECORDED

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 TALIA ORTIZ

HER 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 TALIA ORTIZ heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof,

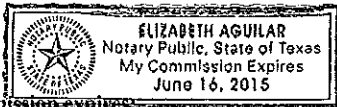
WITNESS MY hand at WESLACO, TEXAS this 30 day SEPT 2014 Witness at Request of Grantor:

X Manuel D Chacon

(Acknowledgement)

STATE OF TEXAS COUNTY OF Hidalgo

This instrument was acknowledged before me on the 30 day of Sept 2014 by MANUEL DEJESUS CHACON



My commission expires: 6-16-15

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



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

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

Precinct 1 2 3 4

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

Application No: 1-1372

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

Upon the application of:

Name: Sam's Investments LLC

Address: 6810 Vera Lane
Mercedes TX
78570

Phone: 956-577-3585

Approved by Environmental Health:	Temporary Service	Final Service
Inspection/Permit No:	Authorized Signature	Authorized Signature
Date Approved:	<u>1 1</u>	<u>1 1</u>

Water Supplier: CITY OF MERCEDES

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

Account/ESI No.: 10032789486626505
 Temporary Pole Permanent Service

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

SAMER VANEY EST. LOT 29

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

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

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

-OR-

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

[Signature]
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST:

Hidalgo County Clerk

Date



PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

Precinct 1 2 3 4

Application No: 1-11372

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

SOUTHERN VALLEY EST. INVESTMENTS LLC

Known to me [or proved to me in the oath of ID# 06K53215 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:

SOUTHERN VALLEY EST. LOT 29."

[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]

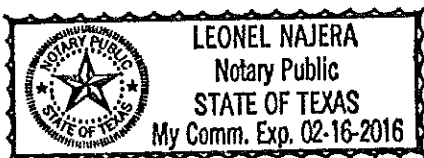
3A. "The land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1995."

-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] (Signature)

SUBSCRIBED AND SWORN TO before me on NOVEMBER 19th, 2017, to certify which, witnesses my hand and seal of office.



[Signature]
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Chapter 232 Texas LGC Application

APPLICATION NO:

1-11372

Jun. 9, 2014

COUNTY OF HIDALGO
PLANNING DEPARTMENT

1902 JOE STEPHENS WESLACO TX 78596
TEL 968-4724 FAX 447-8612

S4845-00-000-0029-00

[1] OWNER: SAMISI INVESTMENTES LLC

[7] LEGAL DESC./NAME OF SUBDIVISION
SOUTHERN VALLEY ESTATES LOT 29

721 S. OHIO AVE
MERCEDES TX 78570

Telephone No.

LOCATION: 0

[2] CONTRACTOR: SELF

[8] SEWAGE: EXIST

[3] WATER SYSTEM: N AL

[9] CONSTRUCTION TYPE: OTHE

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

[10] EST. COST OF CONST.: \$70,000

[5] SIZE OF STRUCTURE: 1,550 Sq. Ft.

[11] SPECIAL FLOOD HAZARD AREA: YES
 NO

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

Special Conditions: No construction allowed over any easements.
MUST CUMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
SETBACKS FRONT:25' REAR:45' SIDES:8'
MIN. ELEV. ABOVE TOP OF NATURAL GROUND 18"

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT \$30.00

Light [X] Water [X]

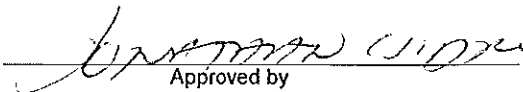
Flood Zone: NO
Panel No. /Suffix: 05-213 Pct: 0

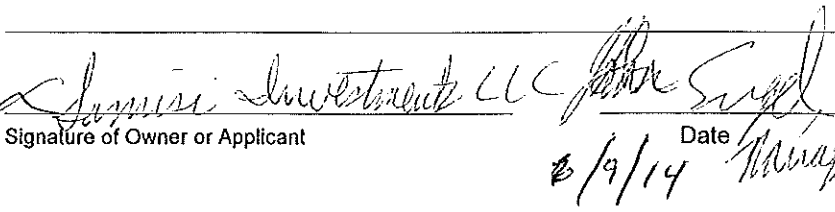
Community No.: 986327

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.


Prepared by _____ Date 6/9/14

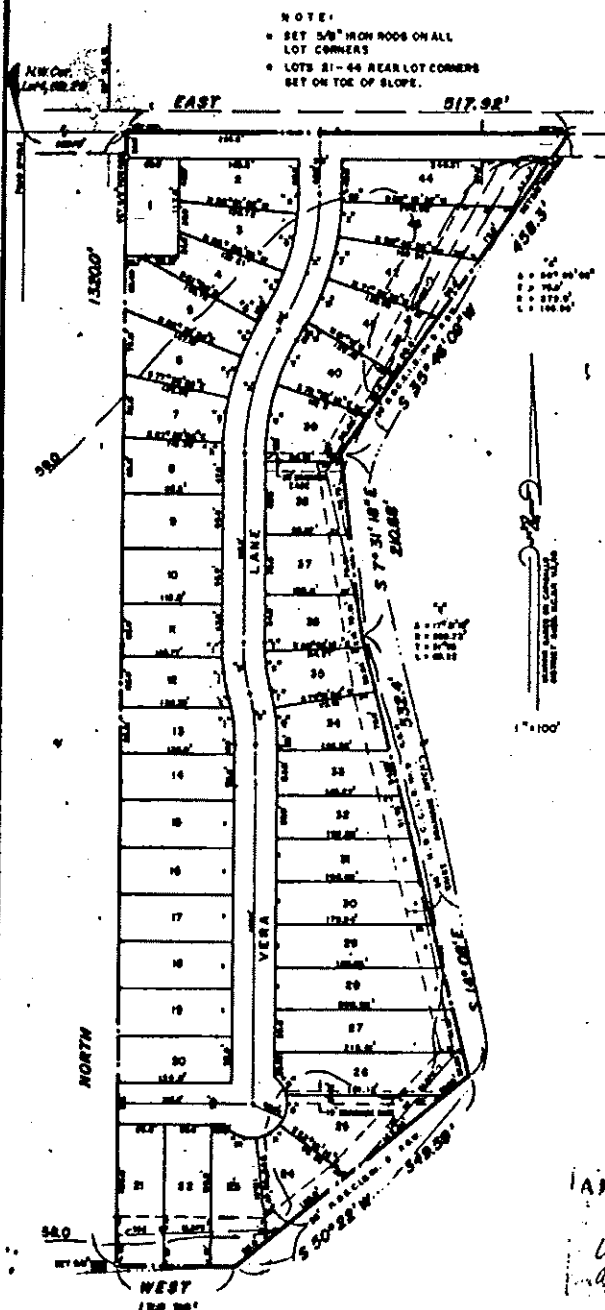

Approved by _____ Date 6/3/14


Signature of Owner or Applicant _____ Date 6/9/14

[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.



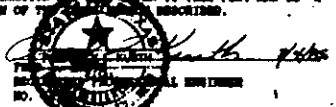
LOT AREA TABLE

1	7,200	8	7,400	15	7,700
2	7,250	9	7,450	16	7,750
3	7,300	10	7,500	17	7,800
4	7,350	11	7,550	18	7,850
5	7,400	12	7,600	19	7,900
6	7,450	13	7,650	20	7,950
7	7,500	14	7,700	21	8,000
8	7,550	15	7,750	22	8,050
9	7,600	16	7,800	23	8,100
10	7,650	17	7,850	24	8,150
11	7,700	18	7,900	25	8,200
12	7,750	19	7,950	26	8,250
13	7,800	20	8,000	27	8,300
14	7,850	21	8,050	28	8,350
15	7,900	22	8,100	29	8,400
16	7,950	23	8,150	30	8,450

MAP OF SOUTHERN VALLEY ESTATES SUBDIVISION

BEING A SUBDIVISION OF THE EAST 10 ACRES OUT OF A
21.286 ACRES TRACT OUT OF LOT 4, BLOCK 20,
CAPITOL HILL DISTRICT SUBDIVISION, LAMAR GRANT,
KEMALCO COUNTY, TX.

I, THE UNDERSIGNED, FRED L. KURTH, A REGISTERED PROFESSIONAL ENGINEER, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT FORTH ENGINEERING CONSULTANTS ASSOCIATES HAS PREPARED THIS PLAN AND IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION OF THE FOREGOING.



I, ALLEN S. CHAPL, A REGISTERED PUBLIC SURVEYOR, DO HEREBY CERTIFY THAT THE FOREGOING PLAN IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

Allen S. Chapl
A. S. CHAPL
REGISTERED PUBLIC SURVEYOR
NO. 12345
KEMALCO COUNTY, TEXAS
PREPARED: JANUARY 8, 1956
FORWARDED: FEBRUARY 13, 1956
T-740 JOB NO.: 2-000015

STATE OF TEXAS
COUNTY OF KEMALCO

BEFORE ALL MEN BY THESE PRESENTS:
THAT THE UNDERSIGNED OWNER OF THE PROPERTY HEREBY DESCRIBED, JOHN SWINNEY, DOHERTY, HEREBY ADOPT, APPROVE, AND CONFIRM THE FOREGOING MAP OR PLAN AND DOES DEDICATE TO THE PUBLIC THE SURFACE USE OF THE STRIGHTS AND ALLEYS DESIGNATED THEREON.

John Swinney
JOHN SWINNEY, OWNER

STATE OF TEXAS
COUNTY OF KEMALCO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JOHN SWINNEY, OWNER HEREIN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBING TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 13th DAY OF FEBRUARY, A.D., 1956.

APPROVED
by
Verna Walker
April 1, 1956



FRED L. KURTH
Notary Public
State of Texas
My Commission Expires 1958

Recorded in Book 24 Page 171A
of the public records of
Kemalco County, Texas
Filed and kept in
County Surveys

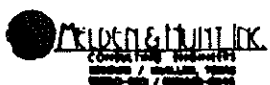
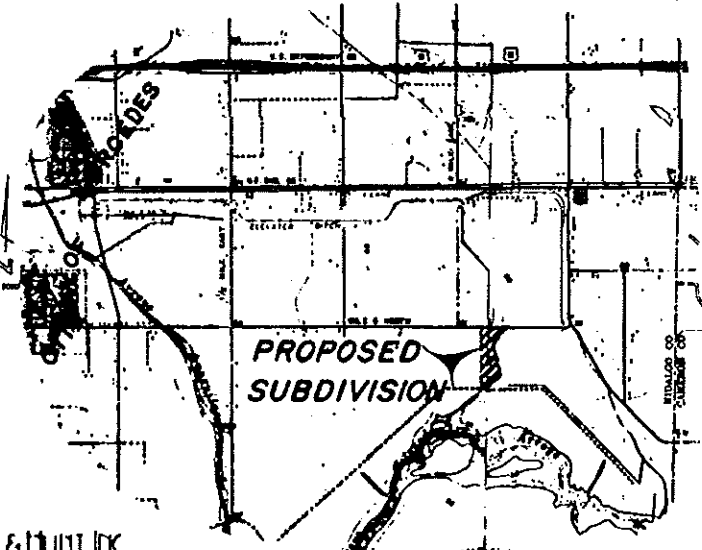
- MINIMUM FINISHED FLOOR ELEVATION FOR ALL BUILDING IMPROVEMENTS SHALL BE 18 INCHES ABOVE NATURAL GROUND OR ELEVATION 60.9 WHEREVER IS SHOWN.
- ANTICIPATED EIGHT WATER ELEVATION ORIGINATED BY A 100 YEAR STORM IS LESS THAN 1 FOOT OF NORTH IN THIS SUBDIVISION. THIS SUBDIVISION IS IN ZONE "B" ON FLOOD INSURANCE RATE MAP-COMMUNITY PANEL NO. 48234 04258 JAN. 2, 1951.
- SEWER MAIN: SIX INCH IN DIAMETER ON THE SOUTHWEST CORNER OF PROPERTY. ELEVATION 61.8

LINE	BEARING	LENGTH	AREA	PERIMETER
1	N 89° 59' 00" W	150.00	150.00	150.00
2	S 89° 59' 00" E	150.00	150.00	150.00
3	S 89° 59' 00" E	150.00	150.00	150.00
4	N 89° 59' 00" W	150.00	150.00	150.00
5	N 89° 59' 00" W	150.00	150.00	150.00
6	S 89° 59' 00" E	150.00	150.00	150.00
7	S 89° 59' 00" E	150.00	150.00	150.00
8	N 89° 59' 00" W	150.00	150.00	150.00
9	N 89° 59' 00" W	150.00	150.00	150.00
10	S 89° 59' 00" E	150.00	150.00	150.00
11	S 89° 59' 00" E	150.00	150.00	150.00
12	N 89° 59' 00" W	150.00	150.00	150.00
13	N 89° 59' 00" W	150.00	150.00	150.00
14	S 89° 59' 00" E	150.00	150.00	150.00
15	S 89° 59' 00" E	150.00	150.00	150.00
16	N 89° 59' 00" W	150.00	150.00	150.00
17	N 89° 59' 00" W	150.00	150.00	150.00
18	S 89° 59' 00" E	150.00	150.00	150.00
19	S 89° 59' 00" E	150.00	150.00	150.00
20	N 89° 59' 00" W	150.00	150.00	150.00
21	N 89° 59' 00" W	150.00	150.00	150.00
22	S 89° 59' 00" E	150.00	150.00	150.00
23	S 89° 59' 00" E	150.00	150.00	150.00
24	N 89° 59' 00" W	150.00	150.00	150.00
25	N 89° 59' 00" W	150.00	150.00	150.00
26	S 89° 59' 00" E	150.00	150.00	150.00
27	S 89° 59' 00" E	150.00	150.00	150.00
28	N 89° 59' 00" W	150.00	150.00	150.00
29	N 89° 59' 00" W	150.00	150.00	150.00
30	S 89° 59' 00" E	150.00	150.00	150.00

APPROVED FOR RECORD
BY
COMMISSIONERS COURT
of the County of Kemalco
Texas
April 1, 1956

CHECKED FOR DRAINAGE
BY: *[Signature]*

FILED



VICINITY MAP

EDWARDS ABSTRACT

794392

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

WARRANTY DEED

Date: May 29, 2014

Grantor: SOUTHERN FIELDS ALOE, INC.

Grantor's Mailing Address (including county): P. O. Box 1330
Mercedes, Texas 78570
Hidalgo County, Texas

Grantee: SAMISI INVESTMENTS, LLC

Grantee's Mailing Address (including county): 721 S. Ohio Ave.
Mercedes, Texas 78570
Hidalgo County, Texas

Consideration: Ten and No/100ths Dollars (\$10.00) and other good and valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged.

Property (including any improvements):

Lots Twenty-nine (29) and Thirty-seven (37), SOUTHERN VALLEY ESTATES SUBDIVISION, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 24, Page 171-A, Map Records, Hidalgo County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

Restrictive covenants recorded in VOLUME 2726, PAGE 806, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

All the oil, gas and other minerals, in, under or that may be produced from the subject property are excepted herefrom in instruments dated June 1, 1976, recorded in Volume 1495, Page 540, and dated July 7, 1977, recorded in Volume 1536, Page 996, Deed Records, Hidalgo County, Texas, and subsequent transfers thereof.

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

Easement dated April 23, 1943, recorded in Volume 511, Page 140, Deed Records, Hidalgo County Texas.

Easement and Right of Way dated January 12, 1987, recorded in Volume 2399, Page 663, Official Records, Hidalgo County Texas.

Easements, rules, regulations and rights in favor of Hidalgo & Cameron Counties Irrigation District No. 9.

Easements and reservations as may appear upon the recorded map and dedication of said subdivision.

Taxes for the year 2014 and subsequent years.

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

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

SOUTHERN FIELDS ALOE, INC.

BY: *John Sigrist*
JOHN SIGRIST, President

(Acknowledgment)

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the 29 of May, 2014, by JOHN SIGRIST, PRESIDENT of SOUTHERN FIELDS ALOE, INC., a Texas Corporation, on behalf of said corporation.



Martha L. Garcia
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
SAMISI INVESTMENTS, LLC
721 S. Ohio Ave.
Mercedes, Texas 78570

PREPARED BY:
Lewis, Monroe & Peñ
Attorneys At Law
3111 W. Freddy Gonzalez Drive
Edinburg, Texas 78539
GF#: 794392; MG:lc

PLANNING DEPT. PCTS 2 & 4 CERTIFICATE OF PLAT & UTILITY STATUS		
	APPLICANT	APPLICATION NO.
1.	María Gutierrez C/O Jesus Gutierrez	4-13747
2.	Ramon Vasquez	4-12790
3.	Mario A. Martinez	4-13920
4.	Erica Yesenia Prieto	4-13639
	COMM. COURT: December 02, 2014	



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

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

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

Precinct 1 2 3 4

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

Application No: 4-13747

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: Jose Gutierrez
maria Gutierrez

Address: 3109 Linva Av
Edinburg Tx 78542

Phone: 956 821 3109

Approved by Environmental Health:	Temporary Service	Final Service
Inspection/Permit No:	Authorized Signature	Authorized Signature
Date Approved:	<u>1 / 1</u>	<u>11 18 14</u>

Water Supplier: DHA

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

Account/ESI No.: 1287803-001
 Temporary Pole Permanent Service

regarding the land described as:

LA Puerta Subdivision Lot 101

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; water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable;
- 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;
- 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;
- yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023.

(Date approved 8/10/00);

(verified by [Signature]);

(verified by [Signature]);

(verified by [Signature]);

(verified by [Signature]);

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST:

Hidalgo County Clerk

Date



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

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956-205-7045
956-205-7049

Precinct 1 2 3 ④

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

Application No: 4-13747

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: Jesse G Gutierrez
Address: 3109 Linna Av.
Edinburg, TX. 78542
Phone: 956 821 3109

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

la Puerta lot 101

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Maria Gutierrez [Signature] 11/18/14
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:

11/25/14 [Signature]
Date County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
4-13747
Sep. 17, 2014

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

L1770-01-000-0100-00

[1] OWNER: GUTIERREZ, MARIA M.
1010 KICKAPOO CREEK
MISSION, TX. 78572
Telephone No. 519-3055

[7] LEGAL DESC./NAME OF SUBDIVISION
LA PUERTA LOTS 100 & 101

[2] CONTRACTOR: SELF

LOCATION: 0 107 & ROOTH

[3] WATER SYSTEM: SHAR

[8] SEWAGE: PUBLI

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

[9] CONSTRUCTION TYPE: BRIC

[5] SIZE OF STRUCTURE: 4,100 Sq. Ft.

[10] EST. COST OF CONST.: \$200,000

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

[11] SPECIAL FLOOD HAZARD AREA: YES NO

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

FOR COUNTY USE ONLY APPLICATION FEES

OTHER _____
TOTAL AMOUNT \$30.00

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: (B) (35) Pct: 4

Community No.: (100324)

Certification of Elevation
Required: YES NO BFE

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

[Signature]
Prepared by _____ Date _____

[Signature]
Approved by _____ Date _____

[Signature]
Signature of Owner or Applicant _____ Date 9/17/14

[NOTICE]

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

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

Charge to: VLTO
G# 137101 SL

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

Date: December 24, 2013

Grantor: INTER NATIONAL BANK

Grantor's Mailing Address:

1801 S. 2nd Street
McAllen, Texas 78503
Hidalgo County

Grantee: MARIA M. GUTIERREZ, a single person

Grantee's Mailing Address:

1010 Kickapoo Creek
Mission, Texas 78574
Hidalgo County

Consideration: TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration.

Property (including any improvements):

All of Lots 100 and 101, 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 Conveyance: None.

Exceptions to Conveyance and Warranty:

Restrictions dated August 25, 2006, filed August 25, 2006, under Document Number 1656038 and dated May 11, 2010, filed June 8, 2010 under Document Number 2010-2109516, Official Records and Volume 51, Pages 62-67, 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.

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 1, recorded in Volume 51, Pages 62-67, 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. By instrument dated July 10, 2009, filed July 14, 2009 under Document Number 2009-2016222, Official Records of Hidalgo County, Texas, said easement were conveyed to South Texas Electric Cooperative, Inc.

Easement and right of way easement in favor of Magic Valley Electric Cooperative, Inc., a Texas Corporation as shown by instrument dated March 30, 1983, recorded in Volume 1832, Page 563, Deed Records of Hidalgo County, Texas. By instrument dated July 10, 2009, filed July 14, 2009 under Document Number 2009-2016222, Official Records of Hidalgo County, Texas, said easement were conveyed to South Texas Electric Cooperative, Inc.

Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated July 3, 1984, recorded in Volume 2006, Page 448 and Deed dated November 22, 1996, filed November 25, 1996, under SPECIAL WARRANTY DEED

Document Number 564395, Official 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 to Norman E. Graham, dated March 15, 1977, recorded in Volume 366, Page 283, Oil and Gas Records of Hidalgo County, Texas. Extension as shown by instrument filed September 21, 1977, recorded under Document Number 28623, Oil and Gas Records of Hidalgo County, Texas.

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

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 1594175, Official Records of Hidalgo County, Texas.

Terms, stipulations and conditions contained in instrument executed by Hidalgo County Irrigation District No. 1 dated August 4, 2008, filed August 12, 2008 under Document Number 1918208, 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.

Standby fees, taxes and assessments by any taxing authority for the year 2014, and subsequent years.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, our under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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.

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

INTERNATIONAL BANK

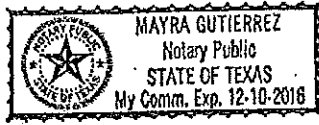
By: _____
Name: _____
Its: _____

STATE OF TEXAS)

COUNTY OF HIDALGO)

Before me, the undersigned authority, on this day personally appeared Mmanuel M. Casanova, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that Mmanuel M. Casanova executed the same as the act of INTER NATIONAL BANK, as its REV. M. Casanova for the purposes and consideration therein expressed.

Given under my hand and seal of office this 24 day of December, 2013.



[Signature]
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
LAW OFFICE OF RICHARD A. CANTU, P. C.
Post Office Box 6149
McAllen, Texas 78502
File/GP No.: 7219-13/137101vltc

AFTER RECORDING RETURN TO:
MARIA M. GUTIERREZ
1010 Kickapoo Creek
Mission, Texas 78574



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

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

Precinct 1 2 3 4

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

Application No: 4-12790

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: Ramon Vasquez

Address: 1412 Madero Dr.
Edinburg TX 78539

Phone: (956) 563-5890

Approved by Environmental Health:	Temporary Service <u>xx</u>	Final Service
Inspection/Permit No:	Authorized Signature	Authorized Signature
Date Approved:	<u>/ /</u>	<u>Sewer</u> <u>11 / 19 / 18</u>

Water Supplier: North Alamo

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

Account/ESI No.: _____
 Temporary Pole Permanent Service

regarding the land described as:

Trenton Manor UT 2 Ph I Lot #114

on 11/18/18, 2014, 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;
- yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable;
- 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;
- 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;
- yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023.

(Date approved 2-20-08);
 (verified by Mary Cepha);
 (verified by [Signature]);
 (verified by [Signature]);
 (verified by [Signature]);

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

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

Precinct 1 2 3 4

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

Application No: 4-12790

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: Ramon Vasquez

Address: 1412 modern Rd.

Edinburg TX 78539

Phone: (956) 563-5890

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

Lot # 114, Trenton Manor, Unit No. 2, Phase I

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Ramon Vasquez
Requesting Party (Signature)

11-19-14
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:

11/25/14
Date

Flora V. Castillo
County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
4-12790
Sep. 26, 2013

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

T6841-02-000-0114-00

[1] OWNER: VAZQUEZ, RAMON JR & IRMA G

[7] LEGAL DESC./NAME OF SUBDIVISION
TRENTON MANOR UT 2 PH 1 LT 114

P.O. BOX 2805
SAN JUAN, TX 78589-3520

Telephone No. 787-3893

LOCATION: 0 TRENTON & I RD

[2] CONTRACTOR: SELF

[8] SEWAGE: PUBLI

[3] WATER SYSTEM: OTHE

[9] CONSTRUCTION TYPE: BRIC

[4] PURPOSE OF APPLICATION: NEW RESIDENCE

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

01- RESIDENTIAL NEW SINGLE DWELLING

[5] SIZE OF STRUCTURE: 2,500 Sq. Ft.

[11] SPECIAL FLOOD HAZARD AREA: YES
 NO

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

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS & SETBACKS
FRONT 25' SIDE'S 6' REAR 28' FINISH FLOOR OF ELEV.
18" TOP OF STREET.

**FOR COUNTY USE ONLY
APPLICATION FEES**

OTHER _____
TOTAL AMOUNT **\$30.00**

Light [X] Water [X]

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

Shouel Castillo 9-26-13
Prepared by Date

Rudy Rio 9-17-13
Approved by Date

Ramon Vazquez 9-26-13
Signature of Owner or Applicant Date

[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.

1254192

WARRANTY DEED

Date: September 4, 2003

Grantor: HECTOR GUERRA and wife, ALICIA GUERRA

Grantor's Mailing Address (including county):

907 South Cage, Edinburg, Texas 78539
Hidalgo County, Texas

Grantee: RAMON VAZQUEZ JR. and wife, IRMA G. VAZQUEZ

Grantee's Mailing Address (including county):

2905 Fortune Avenue, San Juan, Texas 78589
Hidalgo County, Texas

Consideration: TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged.

Property (including any improvements):

Lot (114), TRENTON MANOR, UNIT NO. 2, PHASE I, an addition to the City of Edinburg, Hidalgo County, Texas, according to the map thereof recorded in Volume 39, Pages 83, Map Records of Hidalgo County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

Restrictions as shown on the map recorded in Volume 39, Pages 73 and 83, Map Records of Hidalgo County, Texas. But omitting any covenant condition or restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons.

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

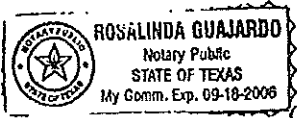
Standby fees, taxes and assessments by any taxing authority for the year 2002 and subsequent years.

Hector Guerra
HECTOR GUERRA
Alicia Guerra
ALICIA GUERRA

(Acknowledgment)

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the 4th, day of September, 2003, by
HECTOR GUERRA .

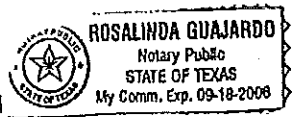


Rosalinda Guajardo
Notary Public, State of Texas

(Acknowledgment)

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the 4th, day of September, 2003, by
ALICIA GUERRA.



Rosalinda Guajardo
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

HECTOR GUERRA
907 South Cage
Pharr, Texas 78577

AFTER RECORDING RETURN TO:

RAMON & IRMA G. VAZQUEZ
2905 Fortune Avenue
San Juan, Texas 78589



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

Main Office
1304 South 25th Street
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956-318-2840
956-318-2844

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956-973-7850

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

Precinct 1 2 3 4

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

Application No: 4-13920

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: Mario A. Martinez

Address: 407 N 11th St
Donna, Tx 78537

Phone: 998-9234 / 223-9462

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

Water Supplier: N/A

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

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

regarding the land described as: Evergreen Valley Est. #2 1A 2009

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;
- yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable;
- 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;
- 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;
- yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023.

(Date approved 3-15-05);

(verified by [Signature]);

(verified by [Signature]);

(verified by [Signature]);

(verified by [Signature]);

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST:

Hidalgo County Clerk

Date



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

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

Precinct 1 2 3 4

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

Application No: 4-13920

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: Mario A. Martinez

Address: 407 N 11th St

Donna Tx 78537

Phone: 998-9234 / 223-9442

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

Emergreen Valley Est. #2 107 209

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Mario A. Martinez
Requesting Party (Signature)

1/24/14
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:

1/24/14
Date

[Signature]
County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
4-13920
Nov. 21, 2014

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

E8250-02-000-0269-00

[1] OWNER: MARTINEZ, MARIO A. & DULCE
MILAGROS VELA-CAVAZOS
407 N. 1ST.
DONNA, TX. 78537
Telephone No. 998-9234

[7] LEGAL DESC./NAME OF SUBDIVISION
EVERGREEN VALLEY EST. #3 L-269
#12

[2] CONTRACTOR: SELF

LOCATION: 0 VALVERDE & MILE 19 1/2

[3] WATER SYSTEM: N AL

[8] SEWAGE: INSTA

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

[9] CONSTRUCTION TYPE: BLOC

[5] SIZE OF STRUCTURE: 6,888 Sq. Ft.

[10] EST. COST OF CONST.: \$200,000

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

[11] SPECIAL FLOOD HAZARD AREA: YES
 NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS & SETBACKS
FRONT 50' SIDE'S 6' REAR 50' FINISH FLOOR OF ELEV.
18" TOP OF STREET.

FOR COUNTY USE ONLY
APPLICATION FEES

[Signature] 11/21/14
Prepared by Date

OTHER _____
TOTAL AMOUNT \$30.00

[Signature] 11-05-14
Approved by Date

Light [X] Water [X]

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

Community No.: 480334

Certification of Elevation
Required: YES NO BFE

[Signature] 11/21/14
Signature of Owner or Applicant Date

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

[NOTICE]

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

COPY

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: March 16, 2005

Grantor: Evergreen Valley Inc., a Texas Corporation
Grantor's Mailing Address:
3714 S. Exp. 281
Edinburg, Texas 78539

Grantee: Mario A Martinez and Dulce Milagros Vela-Cavazos
Grantee's Phone Number: (956)464-3391
Grantee's Mailing Address (including county):
407 11th St
Donna, Texas 78537
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 Forty Two Thousand Four Hundred Fifty & no/100 Dollars (\$42,450.00), 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 Nancy Scurlock, Trustee.

Property (including any improvements):

Lot(s) 269, Evergreen Valley Estates, Phase II, as shown by the map or plat thereof recorded in Volume 47, Page 85-97, 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 10, 2004, 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 1380418. Grantor shall be obligated to obtain a release of the Property from all liens and security interests securing the Prior Note within 30 days of the date Grantee makes final payment on the Purchase Note;
2. A lien securing a promissory note (the "Prior Note"), dated August 10, 2004, payable to the order of Sundown Developments, Ltd., a Texas Limited Partnership 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 1380419. 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;
3. Visible and apparent easements on or across the subject property;
4. Rights of parties in possession;
5. Easements, rights-of-way, and prescriptive rights, whether of record or not;
6. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
7. Rights of adjoining owners in any walls and fences situated on a common boundary;
8. Any discrepancies, conflicts, or shortages in area or boundary lines;
9. Any encroachments or overlapping of improvements;
10. All rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, Irrigation District, or other applicable governmental district, agency, or authority;
11. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;

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;

All Easements, restrictions, set back lines, drainage swale requirements, and other matters shown on the plat of Evergreen Valley Estates, Phase II, as shown on the plat thereof, recorded in Volume 47, Pages 85-97, Map records of Hidalgo County Texas; and

14. Subdivision Restrictions filed for record in the Office of the County Clerk of Hidalgo County, Texas affecting the subject property.

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

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.

Evergreen Valley Inc., a Texas Corporation

BY: [Signature]
Herb Scurlock III, Secretary

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the March 16, 2005, by Herb Scurlock III, Secretary of Evergreen Valley Inc., a Texas Corporation, on behalf of said Texas Corporation.

[Signature]
Notary Public, State of Texas



Filed for Record in:
Hidalgo County
by
J. D. Solinas III
County Clerk
On: Jun 14, 2005 at 02:11P
As a Recording
Document Number: 1483581
Total Fees: 12.00
Receipt Number - 883237
By,
Rene Perez, Deputy

ER RECORDING RETURN TO:
green Valley Inc.
S. Exp. 281
burg, Texas 78539
Warranty Deed



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

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

Precinct 1 2 3 4

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

Application No: 4130039

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: Erica Yesenia Prieto
3205/
Address: 3201 Trailblazer Ave
Edinburg TX 78541
(Lot 81 La Puerta)
Phone: 956-393-1894

Approved by Environmental Health:	Temporary Service Authorized Signature	Final Service Authorized Signature
Inspection/Permit No:		<u>Sever City of McAllen</u>
Date Approved:	<u>1 / 1</u>	<u>11 / 25 / 14</u>

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 lots 81 + 82

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; water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable;
- 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;
- 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;
- Yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023.

(Date approved 8-10-06);
(verified by [Signature]);
(verified by [Signature]);
(verified by [Signature]);
(verified by [Signature]);

[Signature]
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST:

Hidalgo County Clerk

Date



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

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956-205-7045
956-205-7049

Precinct 1 2 3 4

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

Application No: 4-13639

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: Erica Yesenia Prieto

Address: 3201/3205 Trailblazer Ave
Edinburg Tx 78541.

Phone: 956-393-1894

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

Lot 81/82 La Puerta

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

[Signature]
Requesting Party (Signature)

11-25-14
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:

11/29/14
Date

[Signature]
County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
4-13639
Aug. 8, 2014

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

L1770-01-000-0081-00

[1] OWNER: VELA, OSCAR & ERICA PRIETO
1216 SILVER SHADOW DR.
EDINBURG, TX. 78542
Telephone No. 992-9501

[7] LEGAL DESC./NAME OF SUBDIVISION
LA PUERTA LOT 81 & 82

LOCATION: 0 ROOTH & MILE 17 1/2

[2] CONTRACTOR: SELF

[8] SEWAGE: PUBLI

[3] WATER SYSTEM: SHAR

[9] CONSTRUCTION TYPE: BLOC

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

[10] EST. COST OF CONST.: \$200,000

[5] SIZE OF STRUCTURE: 3,440 Sq. Ft.

[11] SPECIAL FLOOD HAZARD AREA: YES
 NO

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

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

FOR COUNTY USE ONLY APPLICATION FEES

[Signature]
Prepared by

8-8-14
Date

OTHER _____
TOTAL AMOUNT \$30.00

[Signature]
Approved by

7-30-14
Date

Light [X] Water [X]
Flood Zone: NO 0325D
Panel No. /Suffix: _____ Pct: 4
Community No.: 190334
Certification of Elevation
Required: YES NO BFE

[Signature]
Signature of Owner or Applicant

08/08/14
Date

- 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.

Place your cursor on the buttons below and a description of what each button is used for will appear.

[Back to the search page](#)

Printing Instructions



Doc# 2452038

EDWARDS ABSTRACT
AND TITLE CO. OF # 789573 th.

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

Date: September 27, 2013

Grantor: INTER NATIONAL BANK

Grantor's Mailing Address: 1801 S. 2nd Street/P. O. Box 1700
McAllen, Texas 78503
Hidalgo County, Texas

Grantee: Oscar Vela and wife, Erica Prieto

Grantee's Mailing Address: 1216 Silver Shadow Dr.
Edinburg, Texas 78541
Hidalgo County, Texas

Consideration: Ten and No/100ths Dollars (\$10.00) and other good and valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged.

Property (including any improvements):

Lots Eighty-One (81) and Eighty-two (82), LA PUERTA SUBDIVISION PHASE I, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 51, Pages 62-67, Map Records, Hidalgo County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

Restrictive covenants recorded in CLERK'S FILE NO. 1656038 AND CLERK'S FILE NO. 2109516, OFFICIAL RECORDS AND VOLUME 51, PAGES 62-67, MAP RECORDS, HIDALGO COUNTY, TEXAS.

Royalty reservations have been heretofore reserved and/or conveyed by prior grantors as set forth in instruments dated September 1, 1944, recorded in Volume 18, Page 133, Miscellaneous Records, Volume 208, Page 230, Oil and Gas Records, dated September 2, 1938, recorded in Volume 449, Page 18, dated April 1, 1939, recorded in Volume 456, page 298 and dated November 1, 1979, recorded in Volume 1652, Page 300, Deed Records, Hidalgo County, Texas, and subsequent transfers thereof.

All the oil, gas and other minerals, in, under or that may be produced from the subject property are excepted herefrom in instruments dated November 13, 1945, recorded in Volume 567, Page 245, Deed Records, dated July 3, 1984, recorded in Volume 2006, Page 448 and dated November

Place your cursor on the buttons below and a description of what each button is used for will appear.

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Doc-2452633

22, 1996, recorded on November 25, 1996 under Clerk's File No. 564395, Official Records, Hidalgo County, Texas, and subsequent transfers thereof.

All the oil, gas and other minerals, in, under or that may be produced from the land are excepted herefrom in instrument(s) dated November 6, 2006, recorded under Clerk's File No. 1687401, Official Records, Hidalgo County, Texas, and subsequent transfers thereof.

Oil, Gas, and Mineral Lease dated March 22, 1976, recorded in Volume 358, Page 198, dated March 15, 1977, recorded in Volume 366, Page 283, dated November 3, 1977, recorded in Volume 371, Page 705, dated March 31, 1981, recorded in Volume 401, Page 222, dated March 31, 1981, recorded in Volume 403, Page 591 and dated March 31, 1981, recorded in Volume 404, Page 342, Oil and Gas Records, Hidalgo County, Texas, and subsequent transfers thereof.

Easement and Right of Way dated July 15, 1982, recorded in Volume 1792, Page 240, Deed Records and dated July 10, 2009, recorded under Clerk's File No. 2016222, Official Records, Hidalgo County, Texas.

Water Service Agreement dated March 21, 2006, between Sharyland Water Supply Corporation and Linva Development, recorded under Clerk's File No. 1594175, Official Records, Hidalgo County, Texas.

Lien and other rights, if any, in favor of La Puerta Homeowners Association, a Texas Non-Profit Corporation to secure payment of assessments, as set forth in instrument dated August 25, 2006, recorded under Clerk's File No. 1656038, Official Records, Hidalgo County, Texas.

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

Easements and reservations as may appear upon the recorded map and dedication of said subdivision.

Taxes for the year 2013 and subsequent years.

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

BY THE ACCEPTANCE OF THIS DEED, GRANTEE TAKES THE PROPERTY "AS IS", EXCEPT FOR THE WARRANTIES OF TITLE AS PROVIDED AND LIMITED HEREIN. GRANTEE HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION, LAYOUT, FOOTAGE, EXPENSES, ZONING, OPERATION OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PROPERTY, AND

Place your cursor on the buttons below and a description of what each button is used for will appear.

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Doc-2452039

GRANTER HEREBY EXPRESSLY ACKNOWLEDGES THAT NO SUCH REPRESENTATIONS HAVE BEEN MADE. GRANTOR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, MARKETABILITY, FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE OR OTHERWISE EXCEPT AS SET FORTH AND LIMITED HEREIN. ANY IMPLIED WARRANTIES ARE EXPRESSLY DISCLAIMED AND EXCLUDED.

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

INTERNATIONAL BANK

BY: 
MANUEL MARTINEZ CASANOVA, JR.,
RGV MARKET PRESIDENT

(Acknowledgment)

State of Texas §
County of Hidalgo §

This instrument was acknowledged before me on the 27th of September, 2013, by MANUEL MARTINEZ CASANOVA, JR., RGV MARKET PRESIDENT of INTERNATIONAL BANK, a National Banking Corporation, on behalf of said corporation.

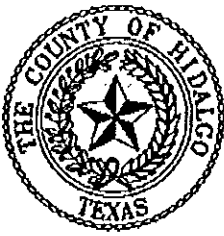



Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Cesar Velasco and Erica Prieto

PREPARED BY:
LEWIS, MONROE & PERA
Attorneys At Law
3111 W. Fidelity Complex Drive
Edinburg, Texas 78542
OFF: 187513; fax: 187514

PLANNING DEPT. PCTS 2 & 4 WATER SERVICE AVAILABILTY		
	APPLICANT	APPLICATION NO.
1.	Esmeralda Davila	4-13889
2.	Mayela Chavez	4-13897
	COMM. COURT: December 02, 2014	



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

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

Precinct 1 2 3 4

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

Application No: 4-13897

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

Upon the application of:

Name: Maryela Chavez

Address: P.O. Box 3154
Edinburg Tx.
78542

Phone: 956-313-0388

Approved by Environmental Health:	Temporary Service Authorized Signature	Final Service Authorized Signature
Inspection/Permit No:		<u>Existing OSS F</u>
Date Approved:	<u> / /</u>	<u>11 / 13 / 14</u>

Water Supplier: North Alamo

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

Account/ESI No.: WHA
 Temporary Pole Permanent Service

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

n/a had prised lot 35
EST.

[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.~~

[Signature]
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date



PLANNING DEPARTMENT

Rev. 02-19-10

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

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

Precinct 1 2 3 4

Application No:

4-13897

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

MAYELA CHAVEZ

Known to me [or proved to me in the oath of _____ or through
TX ID 600198592 (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:

Las Brisas Estates 1A 35."

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

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

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

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

-OR-

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

Mayela Chavez (Signature)

SUBSCRIBED AND SWORN TO before me on 11/17, 2014, to certify which, witnesses my hand and seal of office.



[Signature]
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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

WARRANTY DEED

Date: June 10, 2013

Grantor: MAYRA CURA, a single person

Grantor's Mailing Address (including county): P. O. Box 720279
McAllen, Texas 78504
Hidalgo County, Texas

Grantee: JUAN MANUEL CHAVEZ and wife, MAYELA C. CHAVEZ

Grantee's Mailing Address (including county): P. O. Box 3154
Edinburg, Texas 78541
Hidalgo County, Texas

Consideration: Ten and No/100ths Dollars (\$10.00) and other good and valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged.

Property (including any improvements):

Lot 35, Las Brisas Estates Subdivision, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 23, Page 58, Map Records of Hidalgo County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all easements, rules, regulations, rights, obligations, and other matters arising from and existing by reason of the water or irrigation district, if any, in which the property is situated; and taxes for the current year, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have

and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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

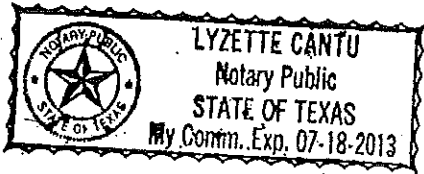
NO TITLE, TAX, OR SURVEY EXAMINATION WAS REQUESTED IN CONNECTION WITH THE PREPARATION OF THIS DOCUMENT NOR WAS ANY MADE. THE PREPARER EXPRESSES NO OPINION ON TITLE, TAX, OR SURVEY OF THIS PROPERTY.

Mayra Cura

MAYRA CURA

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the 13th day of June, 2013,
by MAYRA CURA.



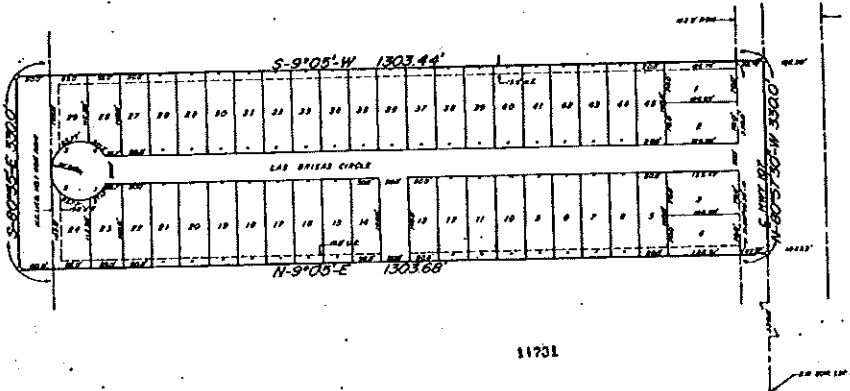
Lyzette Cantu
Notary Public State of Texas

AFTER RECORDING RETURN TO:
JUAN MANUEL CHAVEZ and wife, MAYELA C. CHAVEZ
P. O. Box 3154
Edinburg, Texas 78541

PREPARED IN THE LAW OFFICE OF:
LEWIS, MONROE & PEÑA
ATTORNEYS AT LAW
3111 W. Freddy Gonzalez
EDINBURG, TEXAS 78539
GF# 156wd :lc

SCALE 1"=100'

PLAT	DATE	RECORDING OFFICE
1	1/15/83	11731
2	1/15/83	11731
3	1/15/83	11731
4	1/15/83	11731
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100	1/15/83	11731



- NOTES
- 1. SURVEY PLAT IS SUBJECT TO BE AT THE DISCRETION OF THE SURVEYOR.
- 2. SURVEY PLAT IS SUBJECT TO BE AT THE DISCRETION OF THE SURVEYOR.
- 3. SURVEY PLAT IS SUBJECT TO BE AT THE DISCRETION OF THE SURVEYOR.
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- 8. SURVEY PLAT IS SUBJECT TO BE AT THE DISCRETION OF THE SURVEYOR.
- 9. SURVEY PLAT IS SUBJECT TO BE AT THE DISCRETION OF THE SURVEYOR.
- 10. SURVEY PLAT IS SUBJECT TO BE AT THE DISCRETION OF THE SURVEYOR.

PLAT OF
LAS BRISAS ESTATES
 BEING A SUBDIVISION OF
 THE EAST 800 ACRES
 OUT OF
 THE WEST 1875 ACRES
 OF
 LOT 16 BLOCK 23A
 TEX MEX RAILWAY COMPANY'S SURVEY
 HIDALGO COUNTY, TEXAS.

FILED
 APR 21 1983
 HIDALGO COUNTY, TEXAS
 COUNTY CLERK

Recorded in Book 23, Page 58
 of the map records of Hidalgo
 County, Texas
 Station and West, Inc.
 County Surveyors

APPROVED
 FOR RECORDING
 by *[Signature]*
 on April 21, 1983

STATE OF TEXAS
 COUNTY OF HIDALGO
 KNOWN TO ALL MEN BY THESE PRESENTS
 THAT **Las Brisas Development Corp.**, UNDESIGNED OWNER OF THE PROPERTY HEREIN DESCRIBED, DOES HEREBY ADOPT, REPORTS AND RATIFY THE FOREGOING MAP OR PLAT AND DOES RESOLVE TO THE FULFILL FOREVER ALL
 STREETS, ALLEYS, PARKS, WATER COURSES, DRAINAGE, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE OF CONVEYANCE THEREIN EXPRESSLY.

Las Brisas Development Corporation
[Signature]

STATE OF TEXAS
 COUNTY OF HIDALGO
 BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED *Arday Martinez* KNOWN TO ME TO BE THE PERSON WHOSE NAME IS PLACED TO THE FOREGOING AFFIDAVIT AND
 ACKNOWLEDGES TO ME THAT HE EXECUTES THE SAME FOR THE PURPOSES AND CONVEYANCES THEREIN STATED.
 GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS DAY OF *April* A.D. 19*83*

Arday Martinez
 My Commission Expires 11-1-83

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

Samuel H. Felt
 SURVEYOR

HIDALGO COUNTY IRRIGATION DISTRICT NO. 1 WILL NOT BE RESPONSIBLE FOR DELIVERY OR DELAY OF WATER TO ANY LOT IN THIS SUBDIVISION. IF DELIVERED, THIS WILL NOT BE AT DISTRICT EXPENSE. THIS PLAT APPROVED BY HIDALGO
 COUNTY IRRIGATION DISTRICT NO. 1 THIS 21ST DAY OF *April* A.D. 19*83*

[Signature]
 SECRETARY

APPROVED FOR RECORDING
 BY
 COUNTY CLERK
 HIDALGO COUNTY, TEXAS
 on April 21, 1983

[Signature]
 PRESIDENT

CHECKED FOR DRAINAGE
 BY: *[Signature]*



Phase II ENGINEERING AND SURVEYING
 PHONE (878) 781-8887
 P.O. BOX 806 PHARR, TEXAS

LAS BRISAS ESTATES

Chapter 232 Texas LGC Application

APPLICATION NO:

4-13897

Nov. 12, 2014

COUNTY OF HIDALGO
PLANNING DEPARTMENT

1304 S. 25th Ave EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

L3150-00-000-0035-00

[1] OWNER: CHAVEZ, JUAN MANUEL & MAYELA

[7] LEGAL DESC./NAME OF SUBDIVISION
LAS BRISAS ESTATES LOT 35

PO BOX 3154
EDINBURG, TX. 78540

Telephone No. 363-8111

LOCATION: 0 107 & 83RD

[2] CONTRACTOR: SELF

[8] SEWAGE: PUBLI

[3] WATER SYSTEM: OTHE

[9] CONSTRUCTION TYPE: WOOD

[4] PURPOSE OF APPLICATION: NEW RESIDENCE

[10] EST. COST OF CONST.: \$14,000

05- RESIDENTIAL MOVE-IN/RELO. BUILD

[5] SIZE OF STRUCTURE: 1,480 Sq. Ft.

[11] SPECIAL FLOOD HAZARD AREA: YES
 NO

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

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS & SETBACKS
FRONT 25' SIDE'S 6' REAR 15'

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT \$30.00

Light [X] Water [X]

Flood Zone: NO Panel No. /Suffix: 032573 Pct: 4

Community No.: 480331

Certification of Elevation
Required: YES NO BFE

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

[Signature]
Prepared by

11/12/14
Date

[Signature]
Approved by

11-7-14
Date

[Signature]
Signature of Owner or Applicant

Nov 12, 2014
Date

[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

Rev. 02-19-10

County of Hidalgo

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: 4-13889

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

Upon the application of:

Name: Esmeralda Davila

Address: P.O. Box 313 HARGILL
78549

2932 S. Harding Ave

Phone: 956-570-5244

Approved by Environmental Health:	Temporary Service Authorized Signature	Final Service Authorized Signature
<u>[Signature]</u>	<u>[Signature]</u>	<u>[Signature]</u>
Inspection/Permit No:		Sever-NAWS
Date Approved:	<u>1 / 1</u>	<u>11 / 14 / 14</u>

Water Supplier: North Alamo Water Supply

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

Account/ESI No.: 100327894 92689915 3111698
 Temporary Pole Permanent Service

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

Esmeralda Davila

Hargill Townsite Lots 9410 & Block 96

[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 Oct. 10, 2014, 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.

[Signature]
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST:

Hidalgo County Clerk

Date



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

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

Precinct 1 2 3 4

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

Application No: 4-13989

**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

Esmeralda Davila

Known to me [or proved to me in the oath of D.L.# 076/7025 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:

HARGILL Townsite Lots 94/10 B1K 96"

[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."

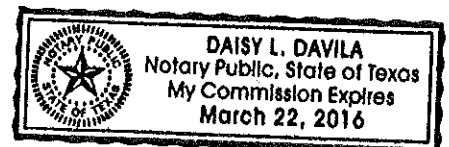
-OR-

~~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."~~

Esmeralda Davila (Signature)

SUBSCRIBED AND SWORN TO before me on November 14, 2014, to certify which, witnesses my hand and seal of office.

Daisy Davila
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS



Chapter 232 Texas LGC Application

APPLICATION NO:
4-13889
Nov. 7, 2014

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

H1200-00-096-0009-00

[1] OWNER: DAVILA, ESMERALDA
P.O. BOX 313
HARGILL, TX. 78549
Telephone No. 570-5244

[7] LEGAL DESC./NAME OF SUBDIVISION
HARGILL TOWNSITE LTS 9 & 10 BK
6

LOCATION: 0 490 & 493

[2] CONTRACTOR: SELF

[8] SEWAGE: PUBLI

[3] WATER SYSTEM: N AL

[9] CONSTRUCTION TYPE: WOOD

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

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

[5] SIZE OF STRUCTURE: 1,564 Sq. Ft.

[11] SPECIAL FLOOD HAZARD AREA: YES
 NO

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

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS & SETBACKS
FRONT 25' SIDE 6' REAR 15' CORNER SIDE 10'

FOR COUNTY USE ONLY
APPLICATION FEES

Alfred Castillo 11/07/14
Prepared by Date

OTHER _____
TOTAL AMOUNT \$60.00

Light [X] Water [X]

Erwin Ceballos 10/23/14
Approved by Date

Flood Zone: NO 0250B. Pct: 1
Panel No. /Suffix:

Community No.: 900334

Certification of Elevation
Required: YES NO BFE

Esmeralda Davila 11-7-14
Signature of Owner or Applicant Date

- 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.

Warranty Deed with Vendor's Lien

Date: OCTOBER 7, 2014

Grantor: BLUE CACTUS SERIES, LLC

2554-378

Grantor's Mailing Address: 601 TRENTON ROAD, SUITE D, PMB 101
MCALLEN, TEXAS 78504
HIDALGO COUNTY

Grantee: ESMERALDA DAVILA

Grantee's Mailing Address: P. O. BOX 313
29712 COUCH AVE.
HARGILL, HIDALGO COUNTY, TEXAS 78549

Consideration:

Cash and a first lien note of even date executed by Grantee and payable to the order of BLUE CACTUS SERIES, LLC in the principal amount of SEVENTEEN THOUSAND NINE HUNDRED AND NO/100 DOLLARS (\$17,900.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of Grantor and by a first-lien deed of trust of even date from Grantee to CHANNING SLUSHER, trustee.

Property (including any improvements):

Lots Nine (9), Ten (10) and Eleven (11), Block Ninety Six (96), HARGILL TOWNSITE, Hidalgo County, Texas, as per map or plat recorded in Volume 3, Pages 45-46, Map Records of Hidalgo County, Texas, to which reference is hereby made for all pertinent purposes.

Reservations from Conveyance: NONE

Exceptions to Conveyance and Warranty:

- a. Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2014, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.
- b. Any and all interest of heirs to ROSS EDWARD GAINES-GARZA a/k/a ROSS EDWARD GAINES-GARZA.

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

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

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

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

ESMERALDA DAVILA, Grantee, accepts the deed and consents to its form and substance. Grantee acknowledges that the terms of the deed conform with Grantee's intent and that they will control in the event of any conflict with the contract Grantee signed regarding the Property described in the deed.

This instrument was prepared based on Information furnished by the parties, and no Independent title search has been made.

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

Grantor:

BLUE CACTUS SERIES, LLC

BY: *Serge Henocque*
SERGE HENOCQUE, MEMBER

Agreed and Accepted by Grantee:

Esmeralda Davila
ESMERALDA DAVILA

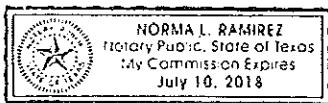
NO TITLE EXAMINATION WAS REQUESTED IN CONNECTION WITH THE PREPARATION OF THIS DOCUMENT, NOR WAS ANY MADE. THE PREPARER EXPRESSES NO OPINION ON TITLE OR TAXES TO THIS PROPERTY.

ACKNOWLEDGMENT

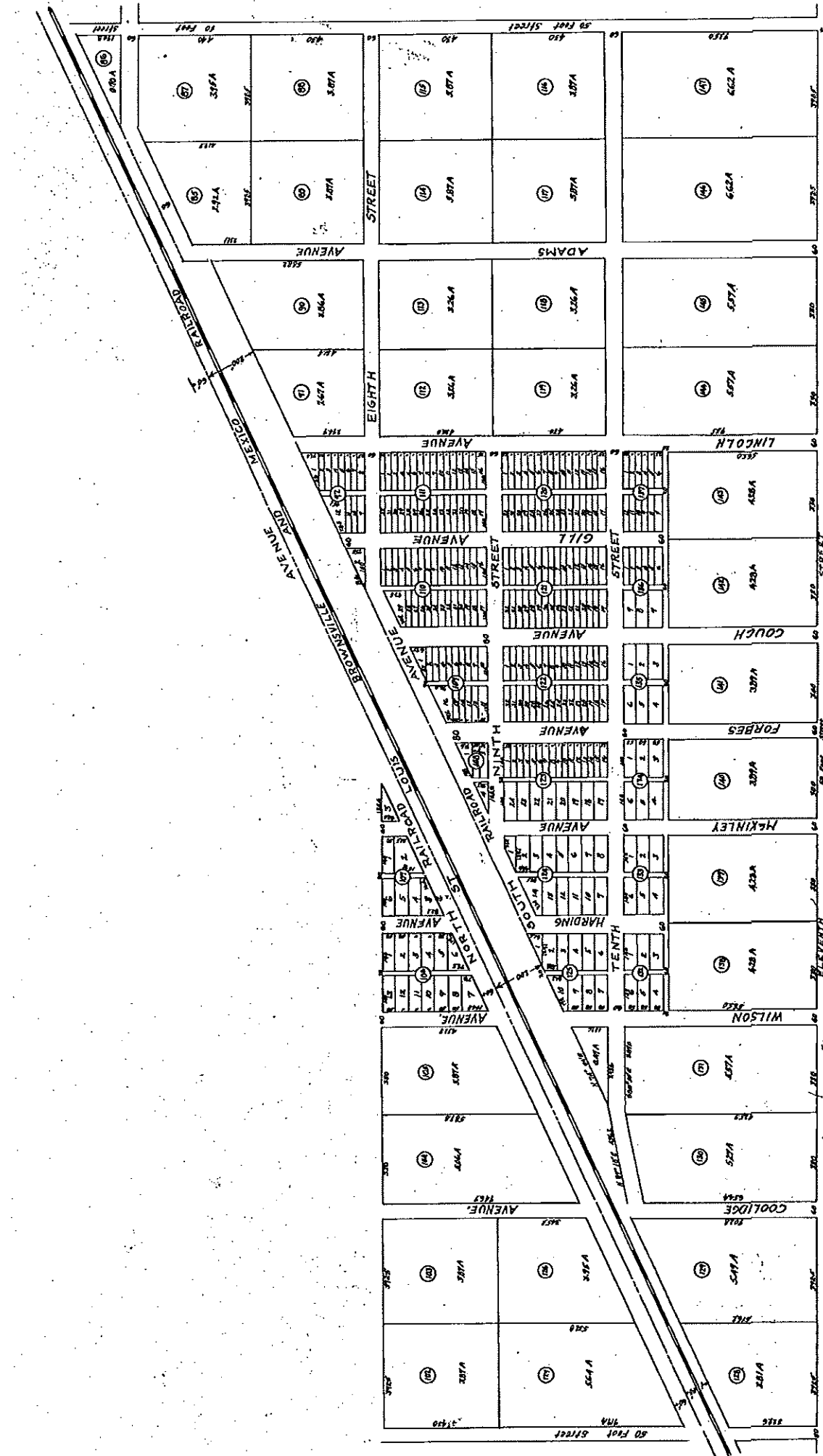
STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on the 8 day of October, 2014, by SERGE HENOCQUE, Member of BLUE CACTUS SERIES, LLC, a Texas limited liability company on behalf of said company.



Norma L. Ramirez
NOTARY PUBLIC, STATE OF TEXAS



State of Texas
County of Hidalgo
I, Carl E. Hill, County Clerk of
Hidalgo County, Texas, do hereby
certify that the above plat was
properly filed for record in my
office on the 2nd day of August
1936 at 10:30 A.M. and that the
same is a true and correct
copy of the original filed in
my office on the 2nd day of
August 1936.

CARL E. HILL
County Clerk, Hidalgo County,
Texas

GARD & PARIS - ENGINEERS
H.S. ALLEN - TRUSTEES

State of Texas
County of Hidalgo
I, Carl E. Hill, County Clerk of
Hidalgo County, Texas, do hereby
certify that the above plat was
properly filed for record in my
office on the 2nd day of August
1936 at 10:30 A.M. and that the
same is a true and correct
copy of the original filed in
my office on the 2nd day of
August 1936.

CARL E. HILL
County Clerk, Hidalgo County,
Texas

GARD & PARIS - ENGINEERS
H.S. ALLEN - TRUSTEES

MAP OF HARGILL TEXAS JANUARY 1936

SCALE 1" = 100'

FILED FOR RECORD BY SEP 2 1936

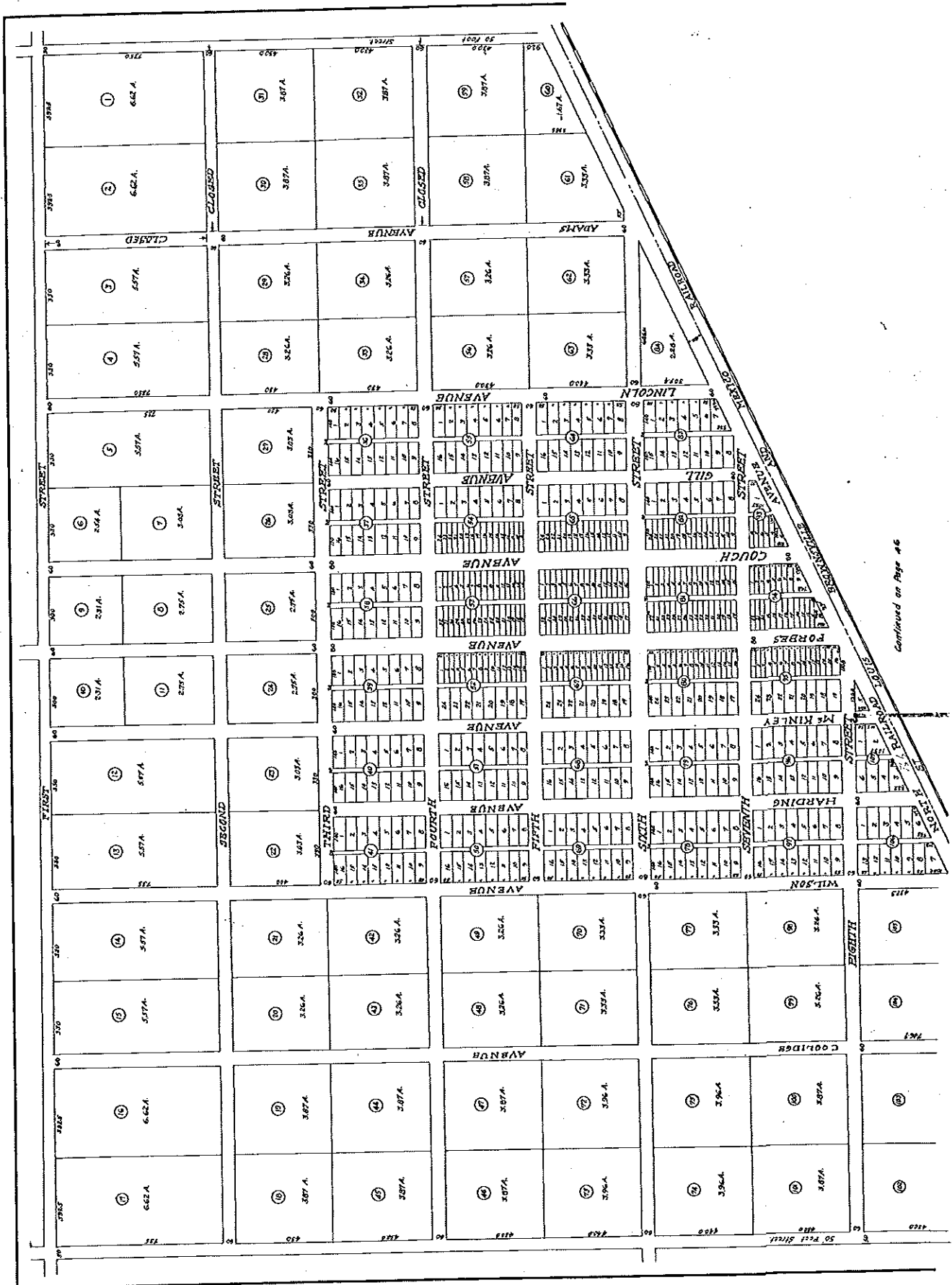
Carl E. Hill
County Clerk, Hidalgo County,
Texas

State of Texas
County of Hidalgo
I, Carl E. Hill, County Clerk of
Hidalgo County, Texas, do hereby
certify that the above plat was
properly filed for record in my
office on the 2nd day of August
1936 at 10:30 A.M. and that the
same is a true and correct
copy of the original filed in
my office on the 2nd day of
August 1936.

CARL E. HILL
County Clerk, Hidalgo County,
Texas

GARD & PARIS - ENGINEERS
H.S. ALLEN - TRUSTEES

Notary Public for and in Hidalgo County Texas



Continued on Page 46

PLANNING DEPT. PCTS 3 WATER SERVICE AVAILABILTY		
	APPLICANT	APPLICATION NO.
1.	EVANGELINA GARA	3-14885
2.	SOFIA C. HERNANDEZ	3-15314
3.		
4.		
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12.		
13.		
	COMM. COURT: December 2, 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: 314885
6/5/14

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

Upon the application of:

Name: Evangelina Garza
c/o Humberto Deleon
Address: 4302 Americana
LN.
Mission, TX 78572
Phone: 956-862-0756

Approved by Environmental Health:	Temporary Service Authorized Signature	Final Service Authorized Signature
Inspection/Permit No:	Date Approved: <u>1/1</u>	<u>Final Report</u> <u>11/18/14</u>

Water Supplier: NA
Utility Provider: [] M.V.E.C. [] AEP
Account/ESI No.: 100327894-76021938
[] Temporary Pole [] Permanent Service

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

Americana Groves #1 Lot 9

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

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

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

-OR-

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

Sandra Carter 11/18/14
Planning Department Authorized Signature

Hidalgo County Judge Date

ATTEST: _____
Hidalgo County Clerk Date



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

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: 3-14885
6/5/14

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

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

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, on this day personally appeared

Evangelina Garza

Known to me [or proved to me in the oath of Texas ID Card or through TID# 216808256 (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:

Americana Groves #1 Lot 9"

[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."

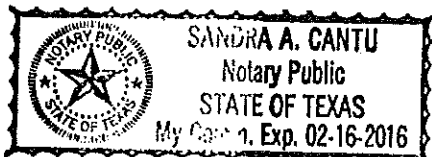
-OR-

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."

E Brown

(Signature)

SUBSCRIBED AND SWORN TO before me on November 18, 2014, to certify which, witnesses my hand and seal of office.



Sandra A. Cantu
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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

WARRANTY DEED

(CONFORMS TO TEXAS STATE BAR FORM 2252 rev. 10-85)

Date: May 21, 2014

Grantor: GILBERTO SALINAS GONZALEZ herein joined pro forma by my wife, MAYRA FALCON

Grantor's Mailing Address (including county): 2405 N. 27th St.
McAllen, Texas 78501
Hidalgo County

Grantee: HUMBERTO DE LEON, a single man; and EVANGELINA GARZA, a single woman

Grantee's Mailing Address (including county): 913 E. Canela Ave.
Pharr, Texas 78577
Hidalgo County

Consideration: TEN AND NO/100THS DOLLARS (\$10.00) and other good and valuable consideration.

Property (including any improvements):

All of Lot 9, AMERICANA GROVE SUBDIVISION, Hidalgo County, Texas, according to the map recorded in Volume 20, Page 106, 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:

SUBJECT TO All oil, gas and mineral and/or royalty reservations of record;
SUBJECT TO All valid oil, gas and mineral leases of record;
SUBJECT TO Building and restrictive covenants of record and restrictive covenants recorded in Volume 1588, Page 732 Deed 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;
SUBJECT TO Statutory easements, rules, regulations and rights in favor of Hidalgo County Irrigation District No. 6;
SUBJECT TO Minimum floor elevations, setback lines, utility easements and restrictions as shown on the map of Americana Grove Subdivision, recorded in Volume 20, Page 106, Map Records of Hidalgo County, Texas;
SUBJECT TO Easement for right of way in favor of Hidalgo County as shown by instrument recorded in Volume 795, Page 96, Deed Records of Hidalgo County, Texas;
SUBJECT TO Any portion of the property described herein within the limits or boundaries of any public or private roadway and/or highway; and
SUBJECT TO Taxes for the year 2014 and all subsequent years, payment of which are expressly assumed by the Grantee herein.

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 conveyance and warranty.

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

GILBERTO SALINAS GONZALEZ

Mayra Falcon
MAYRA FALCON

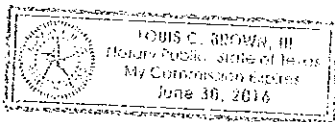
(ACKNOWLEDGMENT)

STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on the 21ST day of MAY, 2014, by GILBERTO SALINAS GONZALEZ and wife, MAYRA FALCON.

Louis C. Brown III
NOTARY PUBLIC, STATE OF TEXAS



PREPARED IN THE LAW OFFICE OF:
LOUIS C. BROWN
ATTORNEY AT LAW
1207 CONWAY
MISSION, TX 78572
(956) 585-4864

AFTER RECORDING RETURN TO:
LOUIS C. BROWN
ATTORNEY AT LAW
1207 CONWAY
MISSION, TX 78572
FILE NO.: 5-14-21683

Chapter 232 Texas LGC Application

APPLICATION NO:
3-14885
Jun. 5, 2014

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

A4300-01-000-0009-00

[1] OWNER: DE LEON, HUMERTO
GARZA, EVANGELINA
304 TOLEDO AVE.
MISSION TX. 78572
Telephone No. 862-0756

[7] LEGAL DESC./NAME OF SUBDIVISION
AMERICANA GROVES #1 LOT 9
C-25

LOCATION: 0 BENTSEN PALM AND S.BUS 83

[2] CONTRACTOR: SELF

[8] SEWAGE: INSTA

[3] WATER SYSTEM: AGUA

[9] CONSTRUCTION TYPE: BLOC

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

[10] EST. COST OF CONST.: \$42,000

[5] SIZE OF STRUCTURE: 2,210 Sq. Ft.

[11] SPECIAL FLOOD HAZARD AREA: YES
 NO

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

Special Conditions: No construction allowed over any easements.
FRONT 25' BACK 15' SIDES 6'
MUST COMPLY W/ALL COUNTY SETBACK AND REGULATIONS
18" TOP OF CURB

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT \$30.00

Light [X] Water [X]

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

Community No.: 480334

Certification of Elevation
Required: YES NO BFE

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

Roy Contreras
Prepared by Date 6/5/14

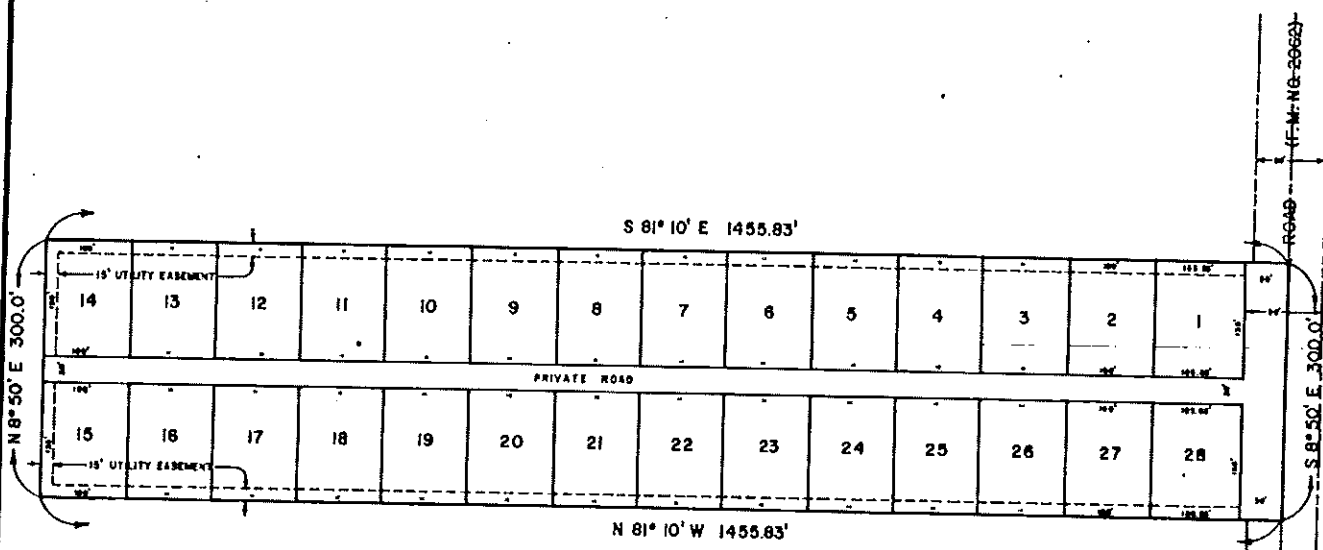
Roy Contreras
Approved by Date 5/28/14

Marta de la Cruz
Signature of Owner or Applicant Date 6-5-14

[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.



15593
MAP
 OF
AMERICANA GROVE SUBDIVISION

BEING A SUBDIVISION OF LOT 14,
 BENTSEN GROVES, ADDITION "E",
 HIDALGO COUNTY, TEXAS

Recorded in Book 20 Page 106
 of the Public Records of Hidalgo
 County, Texas
 Charles L. Madson
 County Surveyor

APPROVED
 FOR RECORDING
 Hidalgo Co. Reg. of Map Dept.
 by John Walker
 Date 5-8-78

FILED FOR RECORD THIS DATE
 M. L. 48, Clock, J. M.
 MAY 8 1978

SANTOS SALDANHA
 County Clerk, Hidalgo County, Texas

APPROVED FOR RECORDING
 BY
 COMMISSIONERS COURT
 MAY 11 1978
 SANTOS SALDANHA, County Clerk
 HIDALGO COUNTY, TEXAS
 by John Walker Deputy

PREPARED BY
FABIAN, NELSON & MEDINA INC.
 WHEATON, TEXAS
 SCALE: 1" = 100' DATE: 3-1-78

STATE OF TEXAS:
 COUNTY OF HIDALGO:

WE THE UNDERSIGNED, OWNERS OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS THE "AMERICANA GROVE SUBDIVISION" TO HIDALGO COUNTY, TEXAS AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY RESERVE THE SURFACE USE OF THE STREETS AND EASEMENTS THEREON SHOWN FOR THE USE AND BENEFIT OF THE OWNERS AND UTILITY COMPANIES SERVING PROPERTIES OF THE OWNERS OF THIS SUBDIVISION.

ATTEST: Stan Lippa
 STAN LIPPA, SECRETARY

AMERICANA MOTELS, INC.
 BY: Mrs. Fernick
 MRS. FERNICK, PRESIDENT

STATE OF TEXAS:
 COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED THE ABOVE NAMED INDIVIDUAL INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 2 DAY OF March, 1978. THEREIN STATED.

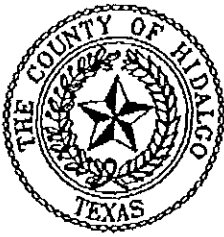
Sandra Ford
 METARY PUBLIC SANGRA STRO, 1978
 HANG BR HOGS COTTA ADHIAN

STATE OF TEXAS:
 COUNTY OF HIDALGO:

I, THE UNDERSIGNED, A REGISTERED PUBLIC SURVEYOR NO. 280 IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

Plinio C. Medina
 PLINIO C. MEDINA
 REGISTERED PUBLIC SURVEYOR
 WHEATON, TEXAS

THIS PLAT APPROVED BY THE HIDALGO COUNTY WATER IMPROVEMENT DISTRICT NO. 6 ON THE 21st DAY OF March A.D. 1978
Caro Rosado
 PRESIDENT



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: 3-15314
11/19/14

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

Upon the application of:

Name: Sofia C. Hernandez

Address: 11404 N 607
MISSION, TX
78573

Phone: 956-217-1010

Approved by Environmental Health:	Temporary Service _____	Final Service <u>Chardo Pan</u>
Inspection/Permit No.:	Authorized Signature _____	Authorized Signature <u>Septh design</u>
Date Approved:	<u>1 1</u>	<u>11/19/14</u>

Water Supplier: Sharyland

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

Account/ESI No.: NA
 Temporary Pole Permanent Service

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

Acosta Lot 27

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

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

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

-OR-

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

Sandra Carter 11/19/14
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST:

Hidalgo County Clerk

Date



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

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

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

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

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

Precinct 1 2(3)4

Application No: 3-15314
11/19/14

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

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

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, on this day personally appeared

Sofia Catalina Hernandez

Known to me [or proved to me in the oath of USA Passport card or through USA PC # C010000192 (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:

Acosta Lot 27"

[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]

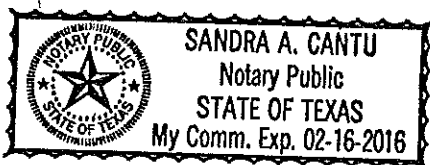
3A. "The land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1995."

-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] (Signature)

SUBSCRIBED AND SWORN TO before me on November 19, 2014, to certify which, witnesses my hand and seal of office.



Sandra Cantu
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

GF 64,623/VLTC

921949

WARRANTY DEED

Date: November 9, 2000

Grantor: INTERNATIONAL BANK OF COMMERCE

Grantor's Mailing Address (including county):

INTERNATIONAL BANK OF COMMERCE
One South Broadway
McAllen, Texas 78501
Hidalgo County

Grantee: SOPHIA CATALINA HERNANDEZ

Grantee's Mailing Address (including county):

SOPHIA CATALINA HERNANDEZ
RR 25, Box 2270
Mission, Texas 78572
Hidalgo County

Consideration: TEN AND NO/100 DOLLARS and other good and valuable consideration.

Property (including any improvements):

All of Lot 27, ACOSTA SUBDIVISION, Hidalgo County, Texas, according to the map recorded in Volume 10, Page 31, 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. Taxes for the year 2000 and subsequent years.
2. Blanket easements, rules, regulations and rights in favor of United Irrigation District and easement and restrictions as shown on the recorded map of the above described subdivision.
3. Pipeline, telephone, telegraph and electric lines easement as shown by Instrument dated March 1, 1946, recorded in Volume 581, Page 262, Deed Records of Hidalgo County, Texas.
4. All oil, gas and other minerals have been heretofore reserved and/or conveyed by prior grantors and/or predecessors in title as set forth in Deed dated March 1, 1946, recorded in Volume 581, Page 262, dated April 12, 1946, recorded in Volume 596, Page 336, both in the Deed Records and dated June 15, 1973, recorded in Volume 3286, Page 621, Official Records of Hidalgo County, Texas.
5. Visible and apparent easements on or across the property herein described.

WARRANTY DEED
C:\k:\file\warranty\ppdocs\148311\4831-227.WD1(100)

Page -1-

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, 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.

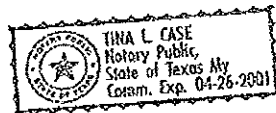
INTERNATIONAL BANK OF COMMERCE

BY: Paul L. Moffitt
 PAUL L. MOFFITT
 Executive Vice President

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

This Instrument was acknowledged before me on Nov 9, 2000, by PAUL L. MOFFITT, Executive Vice President of INTERNATIONAL BANK OF COMMERCE, a banking association, on behalf of said association.



Tina L. Case
 Notary Public, State of Texas

**CHARGE TO: VALLEY LAND TITLE CO.
 AFTER RECORDING RETURN TO:**

SOPHIA CATALINA HERNANDEZ
 RR 25, Box 2270
 Mission, Texas 78572

PREPARED IN THE OFFICE OF:

LAW OFFICES OF MARK FREELAND
 806 W. Pecan
 McAllen, Texas 78501
 File #4831-227 / GF#64,623

Chapter 232 Texas LGC Application

APPLICATION NO:

3-15314

Nov. 19, 2014

COUNTY OF HIDALGO
PLANNING DEPARTMENT

PO DRAWER B
TEL 318-2840

EDINBURG TX 78539
FAX 318-2844

A0455-00-000-0027-00

[1] OWNER: HERNANDEZ, SOPHIA CATALINA
11604 N 67

[7] LEGAL DESC./NAME OF SUBDIVISION
ACOSTA LOT 27
X-29

MISSION TX 78573

Telephone No. 217-1010

LOCATION: 0 107 & GLASSCOCK

[2] CONTRACTOR: SELF

[8] SEWAGE: EXIST

[3] WATER SYSTEM: SHAR

[9] CONSTRUCTION TYPE: WOOD

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

[10] EST. COST OF CONST.: \$59,485

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

[11] SPECIAL FLOOD HAZARD AREA: YES
 NO

[6] USE OF BUILDING: RES MOVE IN ZONE X

Special Conditions: No construction allowed over any easements.

MUST COMPLY W/ALL REGULATIONS AND SETBACKS.

FRONT 25' SIDES 6' REAR 15'

18 INCHES ABOVE NATURAL GROUND.

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT \$30.00

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 02900 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.

Sandra Carter
Prepared by

11/19/14
Date

H. Garza
Approved by

11/14/14
Date

X *[Signature]*
Signature of Owner or Applicant

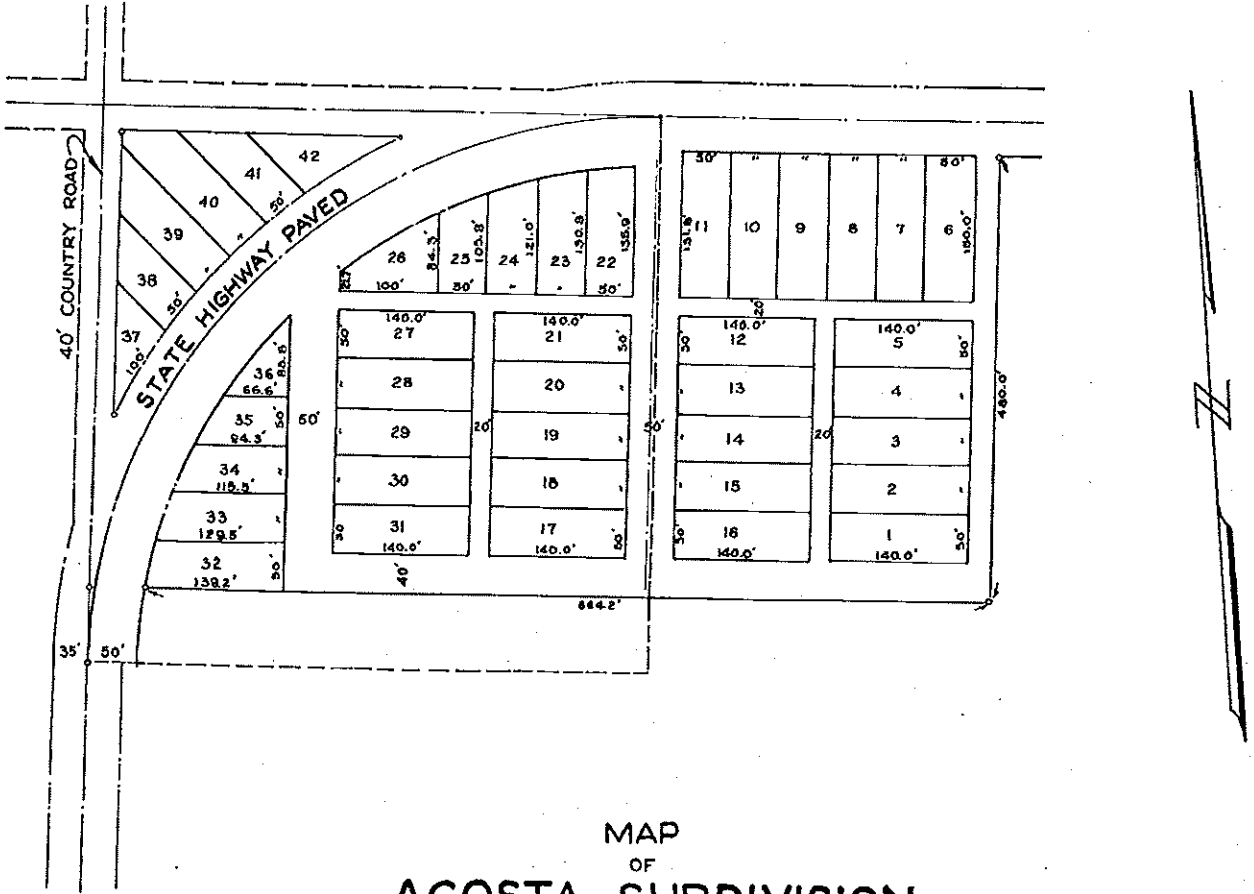
11/19/14
Date

[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.

CURVE DATA:
 $\Delta = 90^{\circ}19'$
 $D = 10^{\circ}00'$
 $T = 576.8'$
 $L = 903.2'$



MAP
 OF
ACOSTA SUBDIVISION

SCALE: 1" = 100'

BEING A SUBDIVISION OF THE NORTH 1/4 AC. OF THE WEST 22.5 AC. OF LOT 503 SHARY SUB-DIVISION, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS:

COUNTY OF HIDALGO:


I, THE UNDERSIGNED, OWNER OF THE PROPERTY HEREON DESCRIBED, DO HEREBY ADOPT DEDICATE AND CONFIRM THE FOREGOING PLAT OR MAP, AND DO HEREBY DEDICATE TO THE PUBLIC THE STREETS AND ALLEYS DESIGNATED THEREON.


 JOE ACOSTA

STATE OF TEXAS

COUNTY OF HIDALGO

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS 17th DAY OF August A.D. 1950


 NOTARY PUBLIC IN AND FOR
 HIDALGO COUNTY, TEXAS

I, CHARLES L. MELDEN, CIVIL ENGINEER AND COUNTY SURVEYOR, DO HEREBY CERTIFY THE FOREGOING MAP TO BE A TRUE AND CORRECT REPRESENTATION OF SURVEY MADE BY ME ON THE GROUND.


 CHARLES L. MELDEN
 CIVIL ENGINEER
 EDINBURG, TEXAS

PLANNING DEPT. PCT.#1 CERTIFICATE OF PLAT & UTILITY STATUS		
	APPLICANT	APPLICATION NO.
1.	SUSANA BARRERA	1-11804
2.	JUAN G. DELGADO	1-11791
	COMM. COURT: DECEMBER 2, 2014	



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

Main Office
1304 South 25th Street
Edinburg, Texas 78542
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Precinct No.1 Substation
1902 Joe Stephens Ave.
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956-968-4734
956-973-7850

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

Precinct 1 2 3 4

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

Application No: 1-11804

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: Susana Barrera

Address: 743 Marcos Dr
Alamo TX

Phone: 979-8078

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		
Date Approved:	<u>1 1</u>	<u>1 1</u>

Water Supplier: NAWSC

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

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

regarding the land described as:

Housacke Ams #4 Lot # 23

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

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

- Yes A plat has been prepared;
- Yes A plat has been reviewed and approved by the Commissioners Court;
- Yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable;
- 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;
- 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;
- Yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023.

(Date approved 05/24/05);

(verified by Gilbert Pecina);

(verified by [Signature]);

(verified by [Signature]);

(verified by [Signature]);

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST:

Hidalgo County Clerk

Date



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

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

Precinct 1 2 3 4

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

Application No: 1-11804

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: Susana Barrera
Address: 743 Marcus dr.
Alamo, TX
Phone: 414-8078

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

Huisache Acres # 4 lot # 23

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Susana Barrera 11/25/04
Requesting Party (Signature) Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

- Deed Rent Receipt
 Executory Contract Affidavit
 Lease 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:

11/25/14
Date

[Signature]
County Official

Chapter 232 Texas LGC Application

APPLICATION NO:

1-11804

Nov. 20, 2014

COUNTY OF HIDALGO
PLANNING DEPARTMENT

1902 JOE STEPHENS WESLACO TX 78596
TEL 968-4724 FAX 447-8612

H5210-04-000-00R3-00

[1] OWNER: BARRERA, SUSANA

[7] LEGAL DESC./NAME OF SUBDIVISION
HUISACHE ACRES 4 LOT R3

743 MARCUS DR.
ALAMO TX 78576

Telephone No. 414-8078

LOCATION: 0

[2] CONTRACTOR: SELF

[8] SEWAGE: EXIST

[3] WATER SYSTEM: N AL

[9] CONSTRUCTION TYPE: WOOD

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

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

[5] SIZE OF STRUCTURE: 768 Sq. Ft.

[11] SPECIAL FLOOD HAZARD AREA: YES
 NO

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

Special Conditions: No construction allowed over any easements.
MUST CUMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
FRONT:25' REAR:25' WESTSIDE:6' EASTSIDE:7.5'
MIN. ELEV. ABOVE TOP OF CURB 18"

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT \$30.00

Light [X] Water [X]

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

Community No.: 480334

Certification of Elevation
Required: YES NO BFE

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

Prepared by [Signature] Date 11/20/14

Approved by [Signature] Date 11/19/14

Signature of Owner or Applicant [Signature] Date 11/20/14

[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: May 22, 2013

2421990

Grantor: Leobardo Rivas and Migdalia Rivas
Grantor's Mailing Address:
24 Collins Court, Richmond, California 94801

Grantee: Susana Barrera
Grantee's Mailing Address:
743 Marcos Drive
Alamo, Texas 78516
Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Thirty Thousand Dollars and No Cents (\$30,000.00), and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The Purchase Note is secured by a first and superior vendor's lien and superior title retained in this deed and by a first-lien deed of trust of even date from Grantee to Robert Geissler, Trustee.

Property (including any improvements):

Lot R-3, Huisache Acres Subdivision No. 4, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 48, Pages 26 and 27, Map Records of Hidalgo County, Texas

Reservations from and Exceptions to Conveyance and Warranty:

1. Visible and apparent easements on or across the subject property;
2. Easements, rights-of-way, and prescriptive rights, whether of record or not;
3. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
4. Rights of adjoining owners in any walls and fences situated on a common boundary;
5. Any discrepancies, conflicts, or shortages an area or boundary lines;
6. Any encroachments or overlapping of improvements;
7. 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;
8. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;
9. 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;
10. All Easements, restrictions, set back lines, drainage swale requirements, and other matters shown on the plat of the subdivision in which the property is located;
11. Rules and Regulations of Hidalgo County, Texas pertaining to septic tanks and other sanitary facilities; and
12. Federal and County flood plain elevation regulations.

Leobardo Rivas
Leobardo Rivas

Migdalia Rivas
Migdalia Rivas

(Acknowledgment)

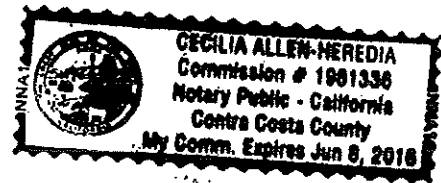
State of California
County of West Contra Costa

This instrument was acknowledged before me on the 7 day of ^{June} May, 2013, by Leobardo Rivas and Migdalia Rivas.

Cecilia Allen-Heredia
Notary Public, State of California

AFTER RECORDING RETURN TO:

Leobardo Rivas and Migdalia Rivas
24 Collins Court
Richmond, California 94801





PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

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

Precinct 1 2 3 4

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

Application No: 1-11791

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 GERARDO DELGADO
Address: 8321 Mateo Escobar St
MONTE ALTO, TX
78538-3006
Phone: 956-270-5504

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		
Date Approved:	<u>1 1</u>	<u>1 1</u>

Water Supplier: NAWSC

Utility Provider: J.M.V.E.C. AEP

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

regarding the land described as:

Campana Ph. #3 Lot #12 BIK#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;
- Yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable;
- 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;
- 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;
- Yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023.

(Date approved 5/29/07);

(verified by Gilbert Reginer);

(verified by [Signature]);

(verified by [Signature]);

(verified by [Signature]);

[Signature]
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST:

Hidalgo County Clerk

Date



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

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

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

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

Precinct 2 3 4

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

Application No: 1-11791

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 GERBERDO DELEGAZO

Address: 8321 N. Mateo Escobar St -
Monte Alto, Texas 78538-3006

Phone: 956-270-5504

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

La Campana Ph. # 3 10/12 BKA 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

[Signature]
Requesting Party (Signature)

11-14-2014
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:

11/25/14
Date

[Signature]
County Official

Chapter 232 Texas LGC Application

APPLICATION NO:

1-11791

Nov. 14, 2014

COUNTY OF HIDALGO
PLANNING DEPARTMENT

1902 JOE STEPHENS WESLACO TX 78596
TEL 968-4724 FAX 447-8612

C0740-03-003-0012-00

[1] OWNER: DELGADO, JUAN G. & MELBA R.

8321 MATEO ESCOBAR DR.
MONTE ALTO, TX 78538
Telephone No. 270-5504

[7] LEGAL DESC./NAME OF SUBDIVISION
CAMPANA #3 LOT#12 BLK.#3

LOCATION: 0 FM 88 & MILE 15 1/2

[2] CONTRACTOR: SELF

[8] SEWAGE: INSTA

[3] WATER SYSTEM: N AL

[9] CONSTRUCTION TYPE: BRIC

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

[10] EST. COST OF CONST.: \$80,000

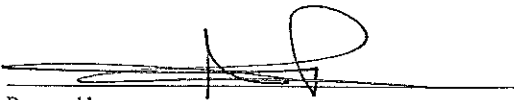
[5] SIZE OF STRUCTURE: 2,367 Sq. Ft.

[11] SPECIAL FLOOD HAZARD AREA: YES
 NO

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

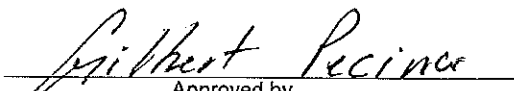
Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL COUNTY SETBACKS & REG.
FRONT 25' REAR 25' SIDES 10' FINISH FLOOR ELEV.
18" ABOVE TOP OF CURB

FOR COUNTY USE ONLY
APPLICATION FEES


Prepared by

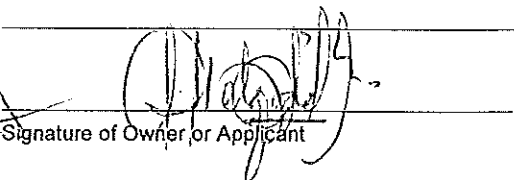
11/14/14
Date

OTHER _____
TOTAL AMOUNT \$30.00
Light [X] Water [X]


Approved by

11-6-14
Date

Flood Zone: NO
Panel No. /Suffix: 0450C Pct: 1
Community No.: 480334
Certification of Elevation
Required: YES NO BFE


Signature of Owner or Applicant

11.14.2014
Date

- 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.

General Warranty Deed

Date: December 5, 2012

Grantor: JEFFREY D. BELL joined herein proforma by my wife, KAREN LAMON

Grantor's Mailing Address: 17410 Highway 107
Harlingen, Texas 78552
Hidalgo County

Grantee: JUAN G. DELGADO and wife, MELBA R. DELGADO

Grantee's Mailing Address: 8604 Campana Drive
Elsa, Texas 78543
Hidalgo County

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

Property (including any improvements):

Lot 12, Block 3, CAMPANA SUBDIVISION PHASE III, an Addition to the City of Elsa Hidalgo County, Texas, according to map thereof recorded in Volume 53, Page 108-111, Map Records of Hidalgo County, Texas.

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

Restrictions filed for record in the Office of the County Clerk of Hidalgo County, Texas, on November 28, 2007, under Clerk's File No. 1830475, filed for record in the Office of the County Clerk of Hidalgo County, Texas, on April 9, 2008, under Clerk's File No. 1877628, and as shown on plat recorded in Volume 53, Page 108-111, Map Records of Hidalgo County, Texas.

Right-of-Way Easement granted. to North Alamo Water Supply Corporation for water distribution lines as shown on plat recorded in Volume 53, Page 108-111, Map Records of Hidalgo County, Texas.

A seven and one half (7.5) Utility Easement along the North side of subject property as shown on plat recorded in Volume 53, Page 108-111, Map Records of Hidalgo County, Texas.

Easements, rights, rules, and regulations in favor of Hidalgo and Cameron County Water Control and Irrigation District No. 9.

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

A twenty-five foot (25') Minimum Setback Line along the front of said property as shown on plat recorded in Volume 53, Page 108-111, Map Records of Hidalgo County, Texas.

A ten foot (10') Minimum Setback Line along the sides of said property as shown on plat recorded in Volume 53, Page 108-111, Map Records of Hidalgo County, Texas.

A twenty-five foot (25') Minimum Setback Line along the rear of said property as shown on plat recorded in Volume 53, Page 108-111, Map Records of Hidalgo County, Texas.

Oil and Gas Lease dated May 6, 1965, between John Lewie Hoyt and wife, Jewell Ruth Hoyt and G.A. Gacke recorded in Volume 298, Page 202, Oil and Gas Records of Hidalgo County, Texas.

Oil and Gas Lease dated October 29, 1997, between Jimmie M. Hoyt and Trinity Royalty Company filed for record in the Office of the County Clerk of Hidalgo County, Texas, on January 23, 1998, under Clerk's File No. 650136.

Oil and Gas Lease dated December 1, 2000, between Katherine Peah Hoyt, a widow, and Coastal Oil and Gas USA, LP, filed for record in the Office of the County Clerk of Hidalgo County, Texas, on January 31, 2001, under Clerk's File No. 939588.

All oil, gas, and other minerals reserved in Deed dated December 22, 1949, recorded in Volume 677, Page 622, and Deed dated January 18, 1973, recorded in Volume 1349, Page 979, Deed Records of Hidalgo County, Texas.

Non-Drilling Stipulations contained in Deed dated January 18, 1973 recorded in Volume 1349, Page 979, Deed Records, Hidalgo County, Texas.

Lien for assessment as set out in Restrictions filed for record in the Office of the County Clerk of Hidalgo County, Texas on November 28, 2007 under Clerk's File No. 1830475, and filed for record in the Office of the County Clerk of Hidalgo County, Texas, on April 9, 2008, under Clerk's File No. 1877628.

No building permitted over any easements as shown on plat recorded in Volume 53, Page 108, Map Records of Hidalgo County, Texas.

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

All ad valorem taxes for the year 2013 and all subsequent years.

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

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

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

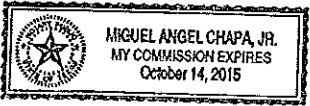

JEFFREY D. BELL

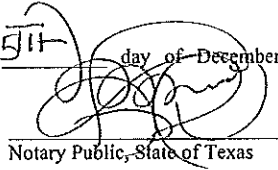

KAREN LAMON

(Acknowledgment)

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the 5th day of ~~December~~, 2012, by JEFFREY D. BELL.



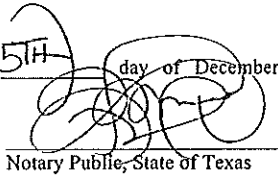

Notary Public, State of Texas

(Acknowledgment)

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the 5th day of December, 2012, by KAREN LAMON.




Notary Public, State of Texas

AFTER RECORDING RETURN TO
JUAN G. DELGADO AND MELBA R. DELGADO
8604 Campana Drive
Elsa, Texas 78543

PREPARED IN THE LAW OFFICE OF:
JOHN ROBERT KING
3409 N. 10th, Suite 100
McAllen, Texas 78501
File No.: GF#3147658;MC/bm

AI-47399

Monthly Fee Reports 5. A.

CC CONSENT

Meeting Date: 12/02/2014

Submitted By: Roy Cazares, DISTRICT
ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

District Attorney's Office - Monthly Checks Report - October 2014

BACKGROUND

Monthly processing fees report for October 2014.

Attachments

report

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/13/2014 04:29 PM
Auditor's Office	Monica Badillo	11/26/2014 03:58 PM
Form Started By: Roy Cazares		Started On: 11/13/2014 03:15 PM
	Final Approval Date: 11/26/2014	

Revised

HIDALGO COUNTY TEXAS
DISTRICT ATTORNEY PROCESSING FEES REPORT
FOR THE MONTH ENDED October 31, 2014

MONIES RECEIVED

BEGINNING RECEIPT # 100931 ENDING RECEIPT # 101104

TOTAL RECEIPTS FOR THIS MONTH: 174

TOTAL RECEIPTS VOIDED THIS MONTH: 2

Restitution Collected This Month PC Ch. 32.41 (e)	\$97,948.17
Court Costs Collected This Month CCP Art. 102.0071	10,438.25
Processing Fees Collected This Month CCP Art. 102.007 (c)	8,175.35
Merchant Fees Collected This Month BCC Ch. 3.508 (b)	2,180.00
Overpayments/Refunds for This Month	229.63
Interest Earned on Bank Acct. LGC 113.021 (c)	<u>0.00</u>
Total Collections for This Month	<u>\$118,971.40</u>

DISBURSEMENTS

BEGINNING CHECK # 3782 ENDING CHECK # 3951

TOTAL CHECKS FOR THIS MONTH: 170

TOTAL CHECKS VOIDED THIS MONTH: 0

Restitution Disbursed This Month	\$97,972.80
Court Costs Disbursed This Month	10,438.25
Processing Fees Disbursed- County Treasurer	8,175.35
Merchant Fees Disbursed This Month	2,180.00
Refunds of Overpayments to Defendants	205.00
Interest Paid to General Fund	0.00
Reissue Checks Disbursed This Month	0.00
Voided Checks This Month	<u>0.00</u>
Total Disbursements for This Month	<u>\$118,971.40</u>

This report has been personally reviewed by me and I certify it to be true and correct to the best of my knowledge.

Rene Duran
Hidalgo County Criminal District Attorney

12/1/14
Date

Yanis R. Salas
Prepared By

12-1-14
Date

This report is due in the Office of the County Auditor before the fifth (5th) working day of the following month (LGC§ 114.001).

AI-47384

Membership Dues 6. A.

CC CONSENT

Meeting Date: 12/02/2014

Submitted By: Sandra Solis, COUNTY CLERK

Department: COUNTY CLERK

Information

CAPTION

County Clerk:

Requesting approval to pay the 2014-2015 (ASPA) American Society For Public Administration membership fees in the amount of \$100.00 for Mr. Arturo Guajardo, Jr. with the authority for the County Treasurer to issue check after review, audit and processing procedures are completed by the County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1100-415-40-180-001-0-810

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Req. 266963

Attachments

ASPA Invoice

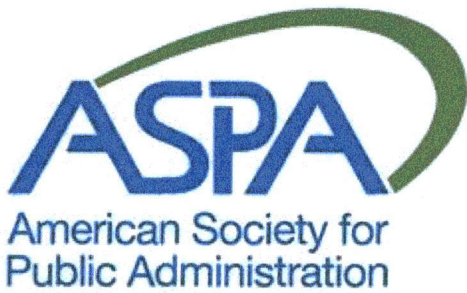
ASPA Policy Focus

Affidavit

Requisition

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/20/2014 02:00 PM
Obdett Calzada	Obdett Calzada	11/25/2014 04:58 PM
Budget & Management	Debbie Tamez	11/26/2014 07:58 AM
Auditor's Office	Monica Badillo	11/26/2014 03:58 PM
Form Started By: Sandra Solis		Started On: 11/13/2014 11:03 AM
Final Approval Date: 11/26/2014		



Membership Renewal Invoice

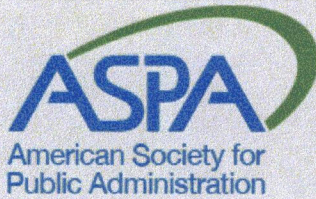
1301 Pennsylvania Avenue NW, Suite 700
Washington, DC 20004
(202) 393-7878
(202) 638-4952 Fax

To: Arturo Guajardo, Jr. Hidalgo County Clerk 100 N. Closner Edinburg, TX 78539-3523	Invoice Number: 101039 Date: November 12, 2014
---	---

QTY.	DESCRIPTION	UNIT PRICE	TOTAL
1	ASPA Full Membership (2014-2015)	\$100.00	\$100.00
	<u>Please Mail Payment to</u> ASPA c/o SunTrust Bank Dept. 41 Washington, DC 20042-0041		

Thank you for your membership!

SUBTOTAL	
SALES TAX RATE %	
SALES TAX	
SHIPPING & HANDLING	
TOTAL DUE	\$100.00



Advancing excellence in public service since 1939

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POLICY FOCUS

Go

Inside this section...

Public Policy

International

MEMBER LOGIN

Username:

Password:

[Forgot your password?](#)

Follow us on:

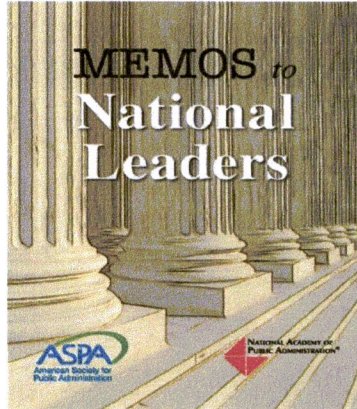


SUBSCRIBE TO THE BRIDGE

ASPA & PUBLIC POLICY

ASPA serves as the voice for those who study, research or teach public administration. As part of its goal, ASPA reviews legislation, raises issues of importance to its members and issues public comments and statements to increase the visibility of the issue.

MEMOS TO NATIONAL LEADERS



ASPA in partnership with the National Academy of Public Administration (NAPA) gathered top management experts to compose white papers on key administrative challenges facing the country and its leaders. The papers, focused on nine issues, offered practical but innovative recommendations on administrative leadership, fiscal prowess and government reorganization. To read the individual memos, visit www.memostoleaders.org.

In addition, the *Memos to National Leaders* project was featured in the Winter 2012 issue of *The Public Manager*.

To read or download the *Memos to National Leaders* book, [click here](#). The book encompasses the nine memos plus a summary of the recommendations from experts to Congress and the President.

ASPA POLICY STATEMENTS

ASPA has submitted a letter to Members of Congress and the Senate Committee on Homeland Security and Governmental Affairs regarding [HR 2146](#) and [S. 1789](#). ASPA is particularly concerned with the proposed restriction on the ability of federal workers to participate and attend conferences not organized by a federal agency. To read ASPA's statement, [click here](#).

ASPA conducted research and released a report on federal pay. To read the report, [click here](#).

ASPA submitted comments to the U.S. Office of Personnel Management (OPM) on the proposed Pathways Programs, which is expected to expand career opportunities for graduates and students in the public administration field. To read ASPA comments, [click here](#).

ASPA's National Council voted during the Mid-Year Meeting to support the Civilian Service Recognition Act. The Act was passed by Congress and authorizes the presentation of an American flag to the family of individuals who are killed while performing official duties as a federal employee.

GOOD GOVERNMENT GROUPS

In addition to ASPA, a number of organizations are promoting good governance, performance measurement and accountability. To view a list of these groups, [click here](#).

**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, Arturo Guajardo, Jr., do hereby state that membership in the (ASPA)
American Society for Public Administration, 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

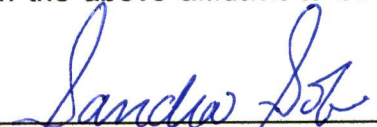
I further state that ASPA is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: 
TITLE: HIDALGO COUNTY CLERK

DATE: November 13, 2014

Before me Sandra Solis, a Notary Public, appeared Arturo Guajardo, Jr., and on his/her oath depose and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL)


DEPUTY CLERK 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

Requisition

Req # 00266963

PO #

Date: 11/13/14

Bill To: x
 x

Vendor : 379034
 AMERICAN SOCIETY FOR PUBLIC ADM.
 1301 PENNSYLVANIA AVE., N.W., STE
 840
 WASHINGTON DC 20004
 FAX (202)638-4952

Ship To: COUNTY CLERK
 100 N. CLOSNER, 1ST FL
 EDINBURG TX 78539

Contact: PTORRES
 956-318-2100

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	EACH	DO NOT DUPLICATE ORDER AMERICAN SOCIETY FOR PUBLIC ADMINISTRATION (ASPA) FOR MR. ARTURO GUAJARDO, JR <u>Account No</u> 4-1100-415-40-180-001-0-810	100.00 <u>Encumbrance</u> 100.00	100.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233	Freight Total	.00 100.00

Authorized By: _____

AI-47428

Membership Dues 6. B.

CC CONSENT

Meeting Date: 12/02/2014

Submitted By: Esther Cantu, 398TH DISTRICT COURT

Department: 398TH DISTRICT COURT

Information

CAPTION

398th D.C. (1100):

Approval to pay annual membership dues to the State Bar of Texas for Judge Aida Salinas, 398th District Court Judge, in the amount of \$60.00 (req #267011) with authority for County Treasurer to issue check after review, audit and processing procedures are completed by County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

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

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available through Req. # 267011.

Attachments

State Bar

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/14/2014 01:56 PM
Auditor's Office	Monica Badillo	11/26/2014 03:58 PM
Form Started By: Esther Cantu		Started On: 11/14/2014 01:03 PM
	Final Approval Date: 11/26/2014	

**TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES
TO ASSOCIATIONS OTHER THAN THE TEXAS ASSOCIATION OF COUNTIES**

**THE STATE OF TEXAS
COUNTY OF HIDALGO**

I, Aida Salinas Flores, do hereby state that membership in the State Bar of Texas, 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 State Bar of Texas is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

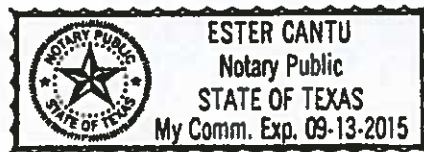
SIGNATURE: *Aida Salinas Flores*

DATE: 11/10/2014

TITLE: State District Court Judge

Before me *ESTER CANTU*, a Notary Public, appeared *Aida Salinas Flores*, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL)



Ester Cantu
NOTARY PUBLIC 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



The College
of the
STATE BAR OF TEXAS
Professionalism Through Education

www.TexasBarCollege.org
(800) 204-2222 ext 1819 (512) 427-1819
P.O. Box 12487, Austin, TX 78711

Established by the Supreme Court of Texas in 1981

State Bar College Certification

11/03/2014

Complete and Return with \$60.00 By 12/31/2014

Bar Card #: **07162200**

HON. AIDA SALINAS FLORES
P.O. BOX 4489
EDINBURG, TX 78540

STATE BAR COLLEGE
P.O. BOX 12487
AUSTIN, TX 78711

Maintaining Member Return Page

The State Bar College records indicate that you have completed the required 30 hours for membership renewal and only need to submit the \$60 renewal fee for the 2014 Compliance Year (2015 Membership Year.)

While the fee is not due until December 31st, you can submit it any time between now and then. Consider paying by credit card online at TexasBarCollege.org; you'll help us save time, paper, and postage!

If you would like to view your State Bar College transcript, you may do so at:
<http://www.TexasBar.com> – My Bar Page – My MCLE Hours – View My College Transcript.
If you would like to have a copy e-mailed to you, contact Merianne Gaston at:
mgaston@texasbar.com

Make check payable to State Bar College or Charge:

Mastercard

VISA

American Express

Discover

Account Number _____

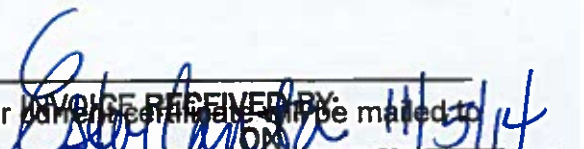
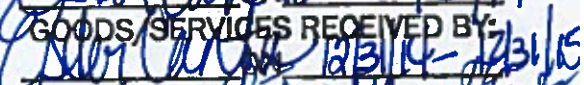

Exp. Date _____


Signature

If you wish to receive a new certificate and this is not a special anniversary (5, 10, 15, 20 or 25 years,) please include additional payment of \$25. If this is an anniversary renewal and you would like a new certificate, there will be no charge – please type or print your name below as it should appear on the certificate:

Otherwise, a 2015 certificate sticker that can be affixed to your current certificate will be mailed to you.

Thank you!

INVOICE RECEIVED BY:  11/3/14
GOODS/SERVICES RECEIVED BY:  12/31/14 - 12/31/15
APPROVED BY: 

AI-47526

Membership Dues 6. C.

CC CONSENT

Meeting Date: 12/02/2014

Submitted For: Comm. J. Palacios

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

Department: COMM. PCT. #4

Information

CAPTION

Pct. 4 ADM (1200):

Requesting approval to pay \$430 for International Right of Way Association membership dues for Mr. Jose Ochoa and Mr. Jesus Ozuna (req. #267102) with authority for the County Treasurer to issue the checks after review, audit, and processing procedures are completed.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1200-431-00-124-005-0-xxx

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available through Req. #267102.

Attachments

IRWA

IRWA

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	11/21/2014 11:57 AM
Obdett Calzada	Debbie Tamez	11/25/2014 03:15 PM
Auditor's Office	Monica Badillo	11/26/2014 03:58 PM
Form Started By: Veronica Lopez		Started On: 11/21/2014 11:35 AM
	Final Approval Date: 11/26/2014	



HIDALGO COUNTY PCT.#4

RECEIVED BY

International Right of Way Association (US)
PO BOX 51716
Los Angeles, CA 90051-6016

Customer #: 7910791

OCT 30 2014

Invoice

Invoice #: 297913

Invoice Date: 10/07/2014

Mr. Jesus M Ozuna
Hidalgo County Precinct 4
1051 N Doolittle Rd.
Edinburg, TX 78542

JM
EDINBURG, TEXAS 78542

Description	Quantity	Price	Discount	Amount
Chapter 39A Dues	1	\$0.00	\$0.00	\$0.00
Contribution to the RWIEF	1	\$20.00	\$0.00	\$20.00
Regular Member Renewal-US	1	\$215.00	\$0.00	\$215.00

Thank you for supporting the Education Foundation with your \$20 contribution. Each and every dollar is used for funding IRWA educational courses and professional development programs. (If you wish to contribute more, please add that amount to the Total Due at the bottom and include it in your Amount Remitted. If you elect not to contribute, simply subtract it from the Total Due.)

If you have already paid your 2015 dues, we thank you! (Please disregard this notice.)

Invoice Total	\$235.00
Amount Paid	\$0.00
PLEASE PAY	\$235.00
	<i>215.00</i>

PLEASE DETACH AND REMIT WITH YOUR PAYMENT

Customer #: 7910791

Invoice #: 297913

Mr. Jesus M Ozuna
Hidalgo County Precinct 4
1051 N Doolittle Rd.
Edinburg, TX 78542

Select Payment Method	
<input type="checkbox"/>	Check Enclosed
Card Provider _____	Exp Date ___/___
Card # _____	
Card Holder's Name _____	
Card Holder's Signature _____	

Remit Payment To:

International Right of Way Association (US)

PO BOX 51716, Los Angeles, CA 90051-6016

Total Due: ~~\$235.00~~ *215.00*

Amount Remitted : _____

Dues are not deductible as a charitable contribution. Payment of membership dues may be tax deductible as an ordinary and necessary business expense. Consult your tax advisor.



International Right of Way Association (US)
PO BOX 51716
Los Angeles, CA 90051-6016

Customer #: 7910673

Invoice

Invoice #: 299174

Invoice Date: 10/07/2014

Mr. Joe Ochoa
Hidalgo County Precinct 4
1051 N Doolittle
EDINBURG, TX 78542

Description	Quantity	Price	Discount	Amount
Chapter 39A Dues	1	\$0.00	\$0.00	\$0.00
Contribution to the RWIEF	1	\$20.00	\$0.00	\$20.00
Regular Member Renewal-US	1	\$215.00	\$0.00	\$215.00

Thank you for supporting the Education Foundation with your \$20 contribution. Each and every dollar is used for funding IRWA educational courses and professional development programs. (If you wish to contribute more, please add that amount to the Total Due at the bottom and include it in your Amount Remitted. If you elect not to contribute, simply subtract it from the Total Due.)

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Invoice Total	\$235.00
Amount Paid	\$0.00
PLEASE PAY	\$235.00 <i>215.00</i>

PLEASE DETACH AND REMIT WITH YOUR PAYMENT

Customer #: 7910673

Invoice #: 299174

Mr. Joe Ochoa
Hidalgo County Precinct 4
1051 N Doolittle
EDINBURG, TX 78542

Select Payment Method	
<input type="checkbox"/>	Check Enclosed
Card Provider _____	Exp Date ___/___
Card # _____	
Card Holder's Name _____	
Card Holder's Signature _____	

Remit Payment To:

International Right of Way Association (US)

PO BOX 51716, Los Angeles, CA 90051-6016

Total Due: 215.00
~~\$235.00~~

Amount Remitted: _____

Dues are not deductible as a charitable contribution. Payment of membership dues may be tax deductible as an ordinary and necessary business expense. Consult your tax advisor.

**TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES
TO ASSOCIATIONS OTHER THAN THE TEXAS ASSOCIATION OF COUNTIES**

**THE STATE OF TEXAS
COUNTY OF HIDALGO**

I, Jesus Ozuna, do hereby state that membership in the IRWA, 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.
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 - Publications
 - Periodicals
 - Training
 - Annual Conference
 - Award Programs
 - Representation
 - Technical Inquiry Services

FOR STATEWIDE ASSOCIATIONS ONLY

I further state that International Right of way is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: _____
TITLE: Right of way Agent

DATE: 11/26/14

Before me Veronica Lopez a Notary Public, appeared Jesus Ozuna, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL)



NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT: LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES: GC § 305.026
COUNTY AUDITOR'S FORM: RE-CA-041B
REVISED: 12-2012

**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, Jose A. Ochoa, Jr, do hereby state that membership in the IRWA, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

- To obtain statutorily required continuing professional education.
- To obtain continuing education necessary to maintain a license or certification.
- To access the association or organization's programs, services, and activities in order to strengthen professional skills and keep up-to-date on developments related to the Department's primary business activities:
 - Publications
 - Periodicals
 - Training
 - Annual Conference
 - Award Programs
 - Representation
 - Technical Inquiry Services

FOR STATEWIDE ASSOCIATIONS ONLY

I further state that International Right of Way Assc. is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: [Signature]
TITLE: Right of way Agent

DATE: 11-26-14

Before me Veronica Lopez a Notary Public, appeared Jose A. Ochoa 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.



[Signature]
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

AI-47449

Head Start 7. A.

CC CONSENT

Meeting Date: 12/02/2014

Submitted For: Teresa Flores

Submitted By: Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Approval of Children's Applications for Program Year 2014-2015

BACKGROUND

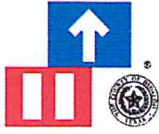
Policy Council Approval: 11.19.14

Attachments

Childrens Applications

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	11/21/2014 09:28 AM
Auditor's Office	Monica Badillo	11/26/2014 03:58 PM
Form Started By: Linda Galaviz		Started On: 11/17/2014 10:06 AM
	Final Approval Date: 11/26/2014	



Hidalgo County Head Start Program

Policy Council Consent Agenda

DATE: November 19, 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: 

Hidalgo County Head Start Program

Application Status Report: PY 2014 - 2015 (Approval Date: 11/19/2014)

	Location (#of Rooms/Lic Cap)	Quota	Returning Students	1st Yr Student	Approved To Date	Pending Approva	Wait List	Vac
1	Alamo (6 - 119)	102	1	101	123	0	22	
2	Alton (5 - 100)	100	42	58	65	0	7	
3	Austin (7 - 178)	137	67	70	99	1	30	
4	Donna I (8 - 136)	136	65	71	89	0	18	
5	Donna II (3 - 60)	60	30	30	34	0	4	
6	Donna IV (2 - 33)	33	16	17	19	0	2	
7	Edcouch (10 - 257)	157	84	58	141	1	84	
8	Edinburg I (3 - 67)	57	29	28	35	0	7	
9	Edinburg II (2 - 34)	34	12	22	29	0	7	
10	Edinburg III (3 - 51)	51	27	24	32	0	8	
11	Edinburg IV (10-194)	196	83	113	135	0	22	
12	Edinburg V (8 - 182)	156	80	76	95	0	19	
13	Elsa (3 - 64)	57	28	29	42	0	13	
14	Farias-Alamo (5-100)	100	57	43	37	3	4	
15	Hidalgo (3 - 60)	51	29	22	33	0	11	
16	La Herencia (3 - 52)	52	21	31	33	2	4	
17	La Joya (5 - 116)	91	44	47	56	0	9	
18	Las Milpas I (6 - 120)	85	3	65	89	3	27	
19	McAllen IV (3 - 51)	51	24	27	42	0	15	
20	McAllen V (3 - 67)	57	29	28	35	0	7	
21	McAllen VI (3 - 51)	51	15	36	42	0	6	
22	Mercedes I (6 - 119)	117	60	57	71	0	14	
23	Mercedes II (2 - 34)	34	16	18	20	1	3	
24	Mission I (4 - 110)	77	42	35	45	0	10	
25	Mission II (8 - 148)	134	75	59	71	1	13	
26	Mission III (3 - 51)	51	30	21	28	1	8	
27	Mission IV (3 - 62)	60	32	25	27	0	2	
28	Monte Alto (2 - 40)	37	13	24	24	1	1	
29	Napper-Pharr (8-160)	140	92	68	72	5	9	
30	Palacios-Milpas (5-100)	136	82	18	19	3	5	
31	Palmview II (8 - 192)	157	90	67	108	1	42	
32	Palmview III (6 - 122)	120	49	71	94	0	23	
33	Pharr (5 - 100)	85	1	84	111	1	28	
34	Progreso (3 - 60)	57	22	35	31	1	1	
35	San Carlos (4 - 80)	80	44	36	45	0	9	
36	San Juan I (3 - 60)	51	1	50	41	0	2	
37	San Juan II (10 - 182)	119	2	117	128	0	11	
38	Sullivan City (6 - 124)	94	50	44	60	0	16	
39	UTPA (2 - 34)	34	17	17	25	0	8	
40	Vine Terrace (3 - 60)	56	28	28	32	0	4	
41	Weslaco I (4 - 84)	80	51	29	37	0	8	
42	Weslaco III (5 - 100)	100	44	56	64	0	8	
43	Western Rd (3 - 69)	57	22	35	35	0	0	
	GRAND TOTAL	3690	1649	1990	2493	25	551	0

AI-47450

Head Start 7. B.

CC CONSENT

Meeting Date: 12/02/2014

Submitted For: Teresa Flores

Submitted By: Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Approval of Texas Department of Agriculture Meals/Snacks Monthly Report: October 2014

BACKGROUND

Policy Council Approval: 11.19.14

Attachments

Meals/Snacks Report

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	11/21/2014 09:28 AM
Auditor's Office	Monica Badillo	11/26/2014 03:58 PM
Form Started By: Linda Galaviz		Started On: 11/17/2014 10:08 AM
	Final Approval Date: 11/26/2014	



Hidalgo County Head Start Program

Policy Council Consent Agenda

DATE: November 19, 2014

SUBJECT: Approval of Texas Department of Agriculture Meals and Snacks 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

INITIATED BY: Gilbert Silva, Child Nutrition Director

REVIEWED BY: Edmundo Garcia, Assistant Program Director

EXECUTIVE DIRECTOR'S APPROVAL:

Texas Department of Agriculture
Hidalgo County Head Start Program
Meals and Snack Report

	Nov. '13	Dec. '13	Jan.'14	Feb.'14	Mar.'14	Apr.' 14	May.'14	June/July '14	August. '14	Sept.'14	*Oct. '14	Meal Totals
Breakfast	52,514	39,875	51,039	55,540	43,034	61,352	59,223	Centers closed	26,594	65,858	73,371	528,400
Lunch	52,397	38,789	51,293	55,747	43,046	60,009	56,083	Centers closed	26,649	65,768	73,338	523,119
PM Snack	45,536	33,902	47,190	51,987	40,401	54,988	48,308	Centers closed	24,662	59,110	66,469	472,553
Monthly Totals	150,447	112,566	149,522	163,274	126,481	176,349	163,614	centers closed	77,905	190,736	213,178	1,524,072

*Preliminary

Rates for Free Meal Reimbursement Effective July 1, 2014 to June 30, 2015

Breakfast: \$ 1.62
 Lunch: \$ 2.98
 Cash in Lieu of Commodities (Lunch): \$0.2475
 Snack: \$ 0.82

Submitted by: Gilbert Silva, Child Nutrition Director

AI-47448

Head Start 7. C.

CC CONSENT

Meeting Date: 12/02/2014

Submitted For: Teresa Flores

Submitted By: Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Approval of Financial Report: October 2014

BACKGROUND

Policy Council Approval: 11.19.14

Attachments

Financial Report

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	11/21/2014 09:19 AM
Auditor's Office	Monica Badillo	11/26/2014 03:58 PM
Form Started By: Linda Galaviz		Started On: 11/17/2014 10:04 AM
	Final Approval Date: 11/26/2014	



Hidalgo County Head Start Program

Policy Council Consent Agenda

DATE: November 19, 2014

SUBJECT: Approval of 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

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 01/01/2014 Through 10/31/2014

Account Title	Total Budget	YTD Expenditures	YTD Encumbrances	Total Budget Balance	Total Percent Budget Remaining	October Expenditures
SALARIES	16,705,464.00	13,223,604.72	0.00	3,481,859.28	20.84%	1,885,982.16
FRINGE BENEFITS	6,509,456.00	5,122,925.04	0.00	1,386,530.96	21.30%	611,152.59
OFFICE SUPPLIES	79,700.00	57,273.70	6,974.51	15,451.79	19.39%	5,607.47
CLASSROOM SUPPLIES	194,062.00	285,399.97	26,611.56	(117,949.53)	-60.78%	54,317.62
MAINTENANCE SUPPLIES	229,483.00	231,134.14	16,843.36	(18,494.50)	-8.06%	38,373.53
MEDICAL SUPPLIES	8,007.00	1,891.20	3,819.37	2,296.43	28.68%	0.00
OPERATIONAL SUPPLIES	53,450.00	41,499.44	0.00	11,950.56	22.36%	1,339.23
RENT	177,911.00	140,952.40	0.00	36,958.60	20.77%	11,208.40
UTILITIES	526,134.28	371,079.84	0.00	155,054.44	29.47%	55,620.85
TELEPHONE	261,200.00	208,860.65	0.00	52,339.35	20.04%	22,950.87
LOCAL TRAVEL	85,900.00	46,138.62	0.00	39,761.38	46.29%	5,526.95
VEHICLE MAINT/REPAIRS	225,000.00	223,430.55	26,982.79	(25,413.34)	-11.29%	39,067.92
PROFESSIONAL SERVICES	92,500.00	76,987.18	3,500.00	12,012.82	12.99%	3,930.00
HEALTH SERVICES	6,000.00	682.00	1,000.00	4,318.00	71.97%	657.00
DENTAL SERVICES	15,000.00	115.00	500.00	14,385.00	95.90%	45.00
MENTAL HEALTH	33,000.00	22,500.00	6,825.00	3,675.00	11.14%	7,725.00
PRINTING	40,202.72	22,059.87	276.40	17,866.45	44.44%	1,560.33
INSURANCE	215,000.00	214,817.23	0.00	182.77	0.09%	0.00
EQUIPMENT MAINT/REPAIRS	50,000.00	41,587.28	2,111.41	6,301.31	12.60%	6,074.08
CDA & T&TA	276,833.00	89,671.66	13,680.01	173,481.33	62.67%	24,694.83
DISABILITY SERVICES	5,000.00	3,281.90	960.00	758.10	15.16%	354.52
TOTALS	25,789,303.00	20,425,892.39	110,084.41	5,253,326.20	20.37%	2,776,188.35

AI-47453

Head Start 7. D.

CC CONSENT

Meeting Date: 12/02/2014

Submitted For: Teresa Flores

Submitted By: Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Approval of Risk Management Quarterly Report

BACKGROUND

Policy Council Approval: 11.19.14

Attachments

Risk Management Report

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	11/21/2014 09:28 AM
Auditor's Office	Monica Badillo	11/26/2014 03:58 PM
Form Started By: Linda Galaviz		Started On: 11/17/2014 10:18 AM
	Final Approval Date: 11/26/2014	



Hidalgo County Head Start Program

Policy Council Consent Agenda

DATE: November 19, 2014

SUBJECT: Approval of Risk Management Report

RATIONALE/NEED: A quarterly Risk Management Report on Worker's Compensation cases will be submitted to keep the Policy Council informed on employee injuries and absences.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Risk Management Report

INITIATED BY: Noemi Flores, Safety Officer

Noemi Flores

REVIEWED BY: David Guel, Administrator for Human Resources

DM

EXECUTIVE DIRECTOR'S APPROVAL:

Noemi Flores



**Hidalgo County Head Start Program
Human Resource Department
Risk Management Report**

Third Quarterly Report July 1, 2014 to September 30, 2014

No.	Claim Number	Claim Type	Claimant's ID Number	Assignment	Location	Date of Injury	Projected End Date	Type of Injury	Comments
1.	14554682	Record Only	004648	Assistant Teacher	San Juan II	7/28/2014	7/30/2014	Fall	Closed
2.	14556304	Record Only	004076	Teacher	UTPA	8/14/2014	8/15/2014	Fall	Closed
3.	14556595	Medical	004354	Teacher	Palmview III	8/18/2014	10/6/2014	Fall	Closed
4.	14555496	Medical	002966	Custodian	Weslaco I	8/6/2014	10/16/2014	Fall	Open
5.	14556620	Medical	003962	Teacher	Edcouch	8/18/2014	10/6/2014	Human Bite	Closed
6.	14556789	Medical	003702	Teacher	Edcouch	8/19/2014	10/6/2014	Strain	Closed
7.	14557932	Record Only	002794	Assistant Teacher	San Juan II	8/26/2014	8/28/2014	Human Bite	Closed
8.	14557727	Record Only	004117	Teacher	Donna I	8/26/2014	8/27/2014	Contusion	Closed
9.	14557943	Medical	004456	Teacher	Edinburg IV	8/27/2014	Re-Open	Strain	Open
10.	14557939	Record Only	003717	Assistant Teacher	Donna I	8/27/2014	8/28/2014	Struck By	Closed
11.	14557891	Medical	004382	Assistant Teacher	Mission IV	8/27/2014	On-Going	Struck By Puncture	Open
12.	14558242	Record Only	004467	Secretary	Administration	8/28/2014	9/2/2014	Wound	Closed
13.	14558581	Medical	003386	Bus/Adie Substitute	Palmview II	9/2/2014	Re-Opened	Strain	Open
14.	14558729	Medical	004386	Teacher	McAllen V	9/03/2014	Open	Fall	Open

AI-47451

Head Start 7. E.

CC CONSENT

Meeting Date: 12/02/2014

Submitted For: Teresa Flores

Submitted By: Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Approval of Special Services Monthly Report: October 2014

BACKGROUND

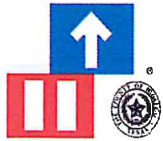
Policy Council Approval: 11.19.21

Attachments

Special Services Report

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	11/21/2014 09:28 AM
Auditor's Office	Monica Badillo	11/26/2014 03:58 PM
Form Started By: Linda Galaviz		Started On: 11/17/2014 10:12 AM
	Final Approval Date: 11/26/2014	



Hidalgo County Head Start Program

Policy Council Consent Agenda

DATE: November 19, 2014

SUBJECT: Approval of Special Services 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

INITIATED BY: Connie Horta, Special Services Director 

REVIEWED BY: Nora S. Munoz, Assistant Program Director 

EXECUTIVE DIRECTOR'S APPROVAL: 

11/12/2014

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	6	2	7	0	0	102	10
Alton	15	0	10	0	0	100	10
Donna I	13	1	13	0	0	136	14
Donna II	5	0	0	0	0	60	6
Donna IV	3	0	3	0	0	33	3
Edcouch	3	0	2	0	0	157	15
Edinburg I	5	0	0	0	0	57	6
Edinburg II	2	0	0	1	0	34	3
Edinburg III	5	0	0	0	0	51	5
Edinburg IV	12	0	4	0	0	196	20
Edinburg V	14	3	3	0	0	156	16
Elsa	3	0	0	0	0	57	6
Farias	4	3	3	0	0	100	10
Hidalgo	5	0	0	0	1	51	5
La Herencia	8	5	0	0	0	52	5
La Joya	10	0	2	0	0	91	9
Las Milpas I	4	0	1	0	0	85	8
Austin 1 Stop	14	1	2	0	0	137	14
McAllen IV	2	3	0	0	0	51	5
McAllen V	5	1	0	0	0	57	6
McAllen VI	4	2	1	0	0	51	5
Vine Terrace	6	0	3	0	1	56	6
Mercedes I	11	9	0	0	0	117	12
Mercedes II	3	3	0	0	0	34	3
Mission I	8	0	1	0	0	77	8
Mission II	13	1	2	0	0	134	13
Mission III	7	0	0	0	0	51	5
Mission IV	7	0	0	0	0	60	6
Monte Alto	0	0	0	0	0	37	4
Napper	10	0	2	0	0	140	14
Palacios	11	0	4	0	0	136	14
Palmview II	9	1	5	0	0	157	16
Palmview III	14	2	0	0	0	120	12
Pharr	4	4	1	0	0	85	8
Progreso	4	5	5	0	0	57	6
San Carlos	3	0	0	0	0	80	8
San Juan I	7	0	0	0	0	51	5
San Juan II	10	0	5	0	0	119	12
Sullivan	11	0	0	0	0	94	9
UTPA	5	3	3	0	0	34	3
Weslaco I	6	3	1	0	0	80	8
Weslaco III	7	2	0	0	0	100	10
Western Rd	10	0	0	0	0	57	6
Total	308	54	83	1	2	3690	369

10% Quota Met

AI-47452

Head Start 7. F.

CC CONSENT

Meeting Date: 12/02/2014

Submitted For: Teresa Flores

Submitted By: Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Approval of the Learning Accomplishment Profile Diagnostic (LAP-D)Report (Pre-Assessment)

BACKGROUND

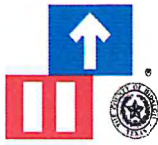
Policy Council Approval: 11.19.14

Attachments

LAP-D Report

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	11/21/2014 09:28 AM
Auditor's Office	Monica Badillo	11/26/2014 03:58 PM
Form Started By: Linda Galaviz		Started On: 11/17/2014 10:16 AM
	Final Approval Date: 11/26/2014	



Hidalgo County Head Start Program

Policy Council Consent Agenda

DATE: November 19, 2014

SUBJECT: Approval of the Learning Accomplishment Profile Diagnostic (LAP-D) Report - Pre Assessment

RATIONALE/NEED: The Learning Accomplishment Profile Diagnostic (LAP-D) is administered three (3) times during the school year. These are the pre assessment results.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: LAP-D Report - Pre Assessment

INITIATED BY: Nora S. Munoz, Assistant Program Director *NSM*

REVIEWED BY: Teresa Flores, Executive Director

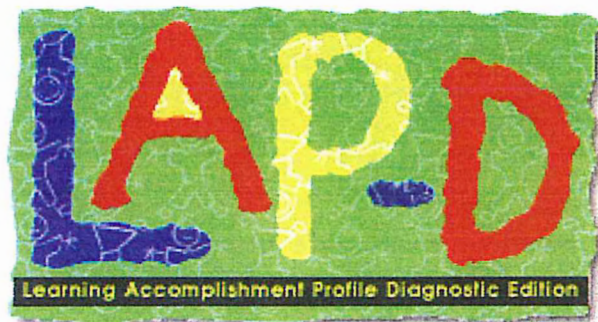
EXECUTIVE DIRECTOR'S APPROVAL: *Teresa Flores*

Head Start Outcomes Report for Hidalgo County Head Start

Based on Results From the LAP-D Assessment

Includes assessments for school year 2014 - 2015

Pre. Mid Post

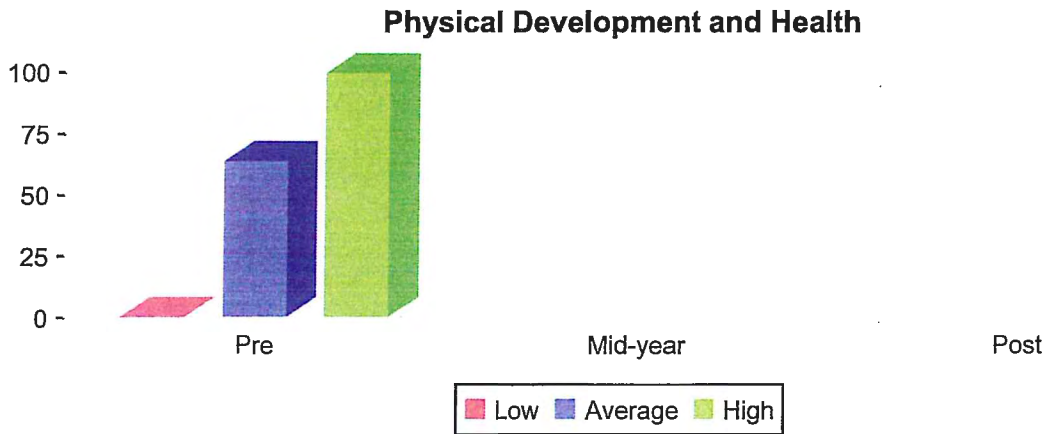


The following table summarizes the progress of children enrolled in Hidalgo County Head Start based on the Head Start Child Development and Early Learning Framework for the selected checkpoints. Each score represents the average number of milestones achieved expressed as a percentage of the total number of milestones correlated to each domain. Gains and/or losses are based on the difference between the average percentage scores at each checkpoint. Information on how the LAP-D is correlated to the Head Start Child Development and Early Learning Framework may be found in the documents section of the application.

Program Name: Hidalgo County Head Start

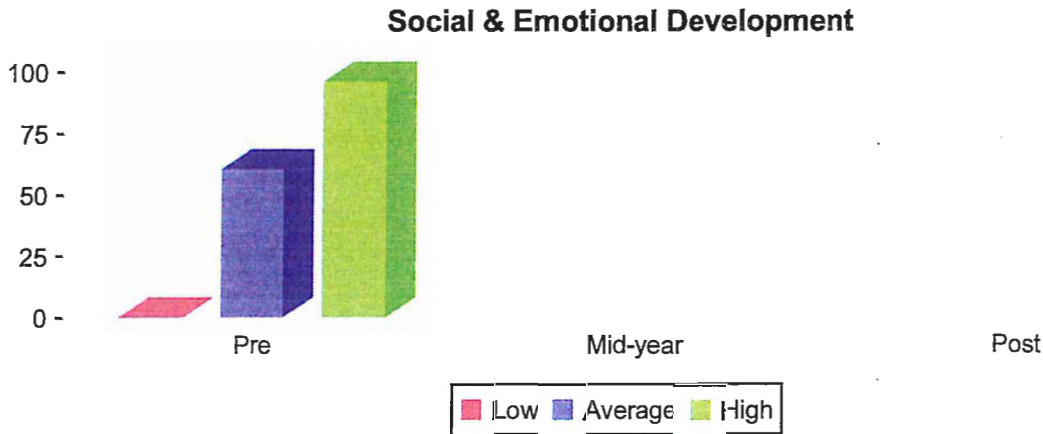
Domain	Checkpoint			Change		
	Pre	Mid-year	Post	Pre/Mid	Mid/Post	Pre/Post
Physical Health & Development	63.59					
Social & Emotional Development	60.40					
Approaches to Learning	53.98					
Logic & Reasoning	52.96					
Language Development	45.96					
Literacy Knowledge & Skills	38.12					
Mathematics Knowledge & Skills	43.42					
Science Knowledge & Skills	32.94					
Creative Arts Expression	30.00					
Social Studies Knowledge & Skills	37.94					
English Language Development	28.07					

The following graph reflects the range of scores for children enrolled in Hidalgo County Head Start based on the Head Start Child Development and Early Learning Framework. Graphs and the numbers represented by the graphs are based on highest score, lowest score and average score for all children in the program with assessment results during that checkpoint.



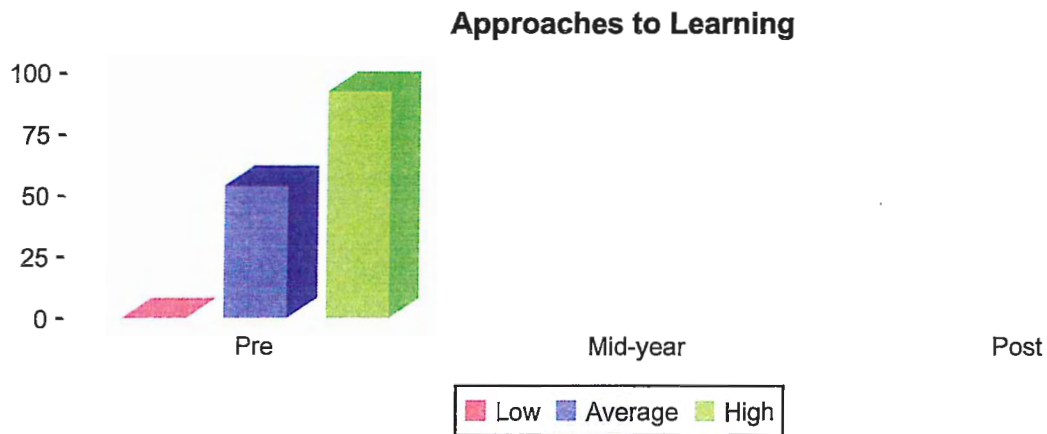
	<u>Pre</u>	<u>Mid-year</u>	<u>Post</u>
High Percentage	99.45		
Average Percentage	63.59		
Low Percentage	0.00		
Average Percentage Gain <Loss>			
Total Children in Program:	3,704	Total No. Sites: 43	Total No. Classrooms: 197
Children with Assessment data	3,704	0	0

The following graph reflects the range of scores for children enrolled in Hidalgo County Head Start based on the Head Start Child Development and Early Learning Framework. Graphs and the numbers represented by the graphs are based on highest score, lowest score and average score for all children in the program with assessment results during that checkpoint.



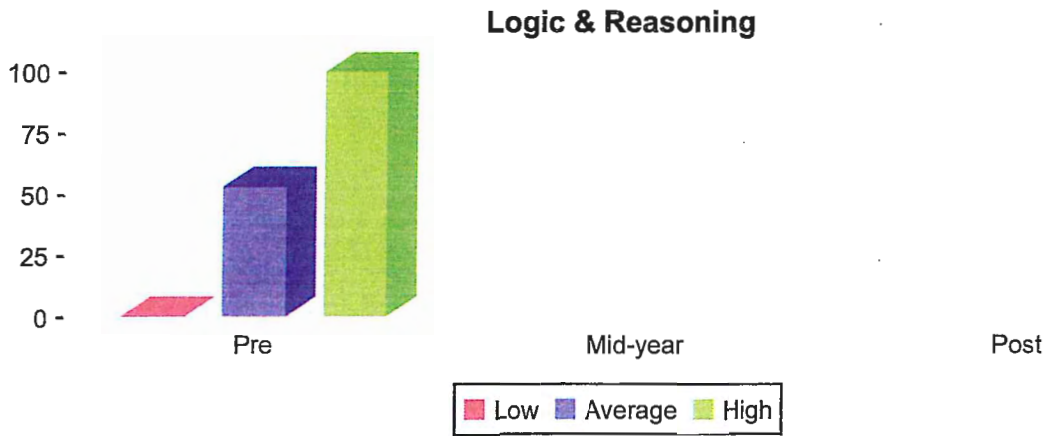
	<u>Pre</u>	<u>Mid-year</u>	<u>Post</u>
High Percentage	96.10		
Average Percentage	60.40		
Low Percentage	0.00		
Average Percentage Gain <Loss>			
Total Children in Program:	3,704	Total No. Sites: 43	Total No. Classrooms: 197
Children with Assessment data	3,704	0	0

The following graph reflects the range of scores for children enrolled in Hidalgo County Head Start based on the Head Start Child Development and Early Learning Framework. Graphs and the numbers represented by the graphs are based on highest score, lowest score and average score for all children in the program with assessment results during that checkpoint.



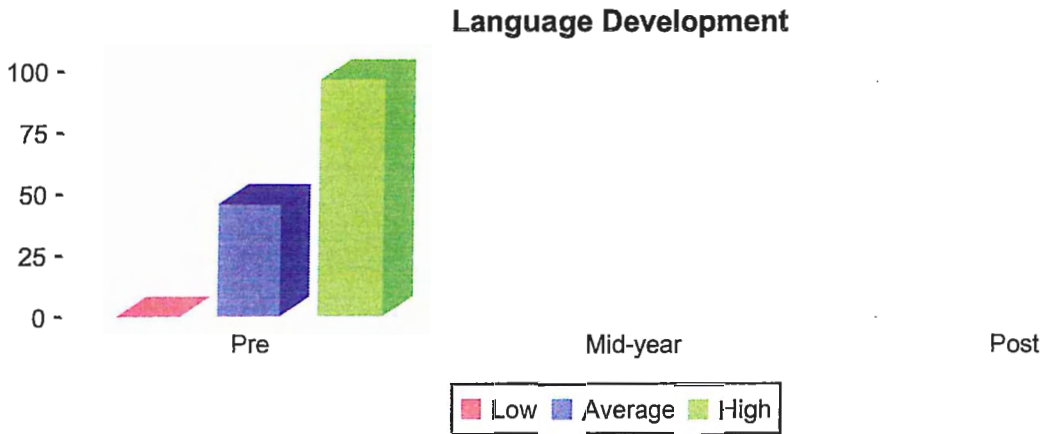
	<u>Pre</u>	<u>Mid-year</u>	<u>Post</u>
High Percentage	92.45		
Average Percentage	53.98		
Low Percentage	0.00		
Average Percentage Gain <Loss>			
Total Children in Program:	3,704	Total No. Sites: 43	Total No. Classrooms: 197
Children with Assessment data	3,704	0	0

The following graph reflects the range of scores for children enrolled in Hidalgo County Head Start based on the Head Start Child Development and Early Learning Framework. Graphs and the numbers represented by the graphs are based on highest score, lowest score and average score for all children in the program with assessment results during that checkpoint.



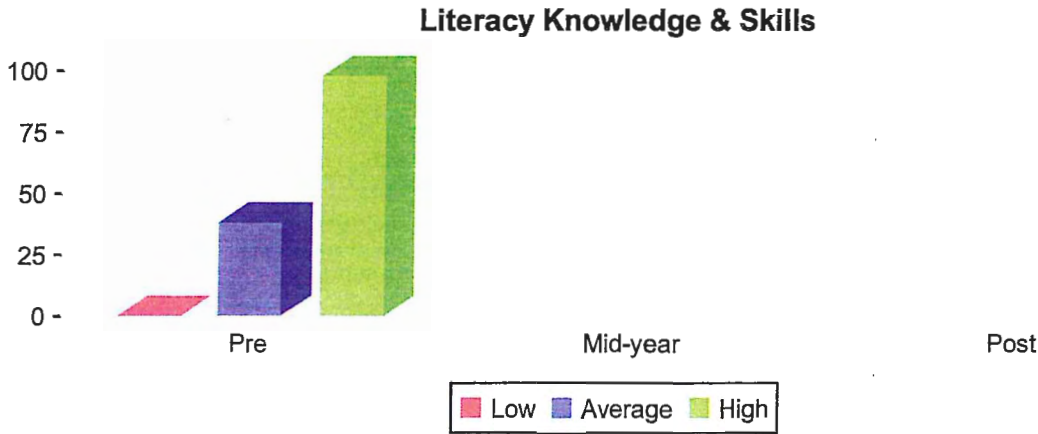
	<u>Pre</u>	<u>Mid-year</u>	<u>Post</u>
High Percentage	100.00		
Average Percentage	52.96		
Low Percentage	0.00		
Average Percentage Gain <Loss>			
Total Children in Program:	3,704	Total No. Sites: 43	Total No. Classrooms: 197
Children with Assessment data	3,704	0	0

The following graph reflects the range of scores for children enrolled in Hidalgo County Head Start based on the Head Start Child Development and Early Learning Framework. Graphs and the numbers represented by the graphs are based on highest score, lowest score and average score for all children in the program with assessment results during that checkpoint.



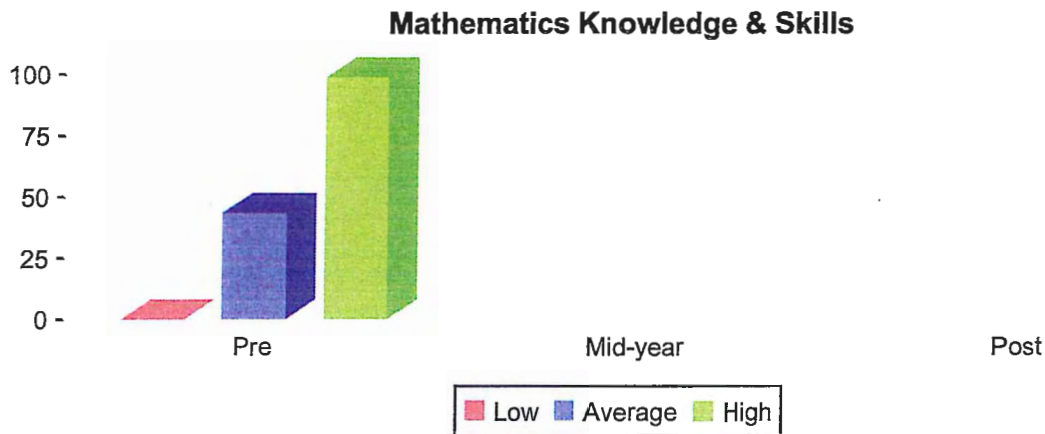
	<u>Pre</u>		<u>Mid-year</u>		<u>Post</u>
High Percentage	96.91				
Average Percentage	45.96				
Low Percentage	0.00				
Average Percentage Gain <Loss>					
Total Children in Program:	3,704	Total No. Sites:	43	Total No. Classrooms:	197
Children with Assessment data	3,704		0		0

The following graph reflects the range of scores for children enrolled in Hidalgo County Head Start based on the Head Start Child Development and Early Learning Framework. Graphs and the numbers represented by the graphs are based on highest score, lowest score and average score for all children in the program with assessment results during that checkpoint.



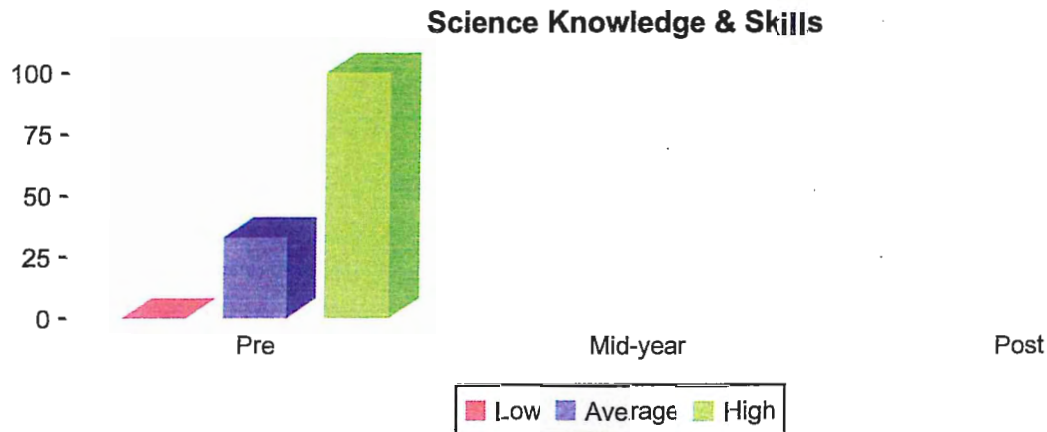
	<u>Pre</u>	<u>Mid-year</u>	<u>Post</u>
High Percentage	97.96		
Average Percentage	38.12		
Low Percentage	0.00		
Average Percentage Gain <Loss>			
Total Children in Program:	3,704	Total No. Sites: 43	Total No. Classrooms: 197
Children with Assessment data	3,704	0	0

The following graph reflects the range of scores for children enrolled in Hidalgo County Head Start based on the Head Start Child Development and Early Learning Framework. Graphs and the numbers represented by the graphs are based on highest score, lowest score and average score for all children in the program with assessment results during that checkpoint.



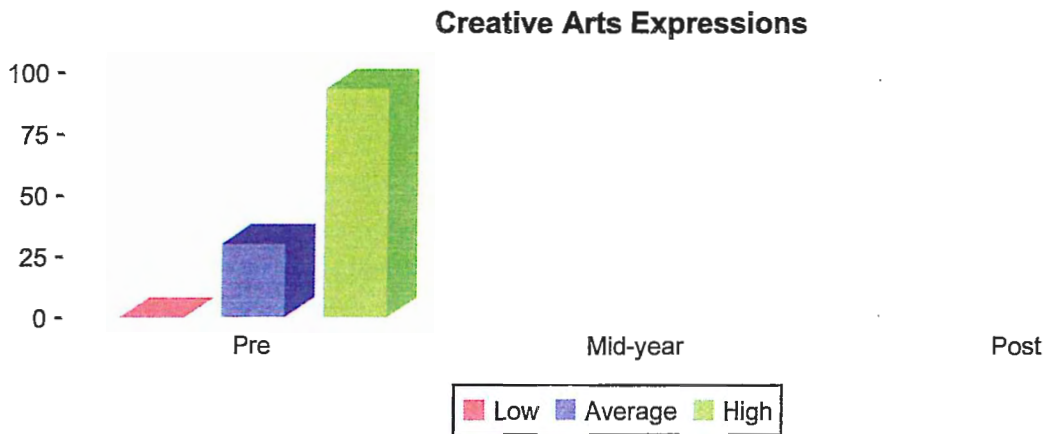
	<u>Pre</u>	<u>Mid-year</u>	<u>Post</u>
High Percentage	98.53		
Average Percentage	43.42		
Low Percentage	0.00		
Average Percentage Gain <Loss>			
Total Children in Program:	3,704	Total No. Sites: 43	Total No. Classrooms: 197
Children with Assessment data	3,704	0	0

The following graph reflects the range of scores for children enrolled in Hidalgo County Head Start based on the Head Start Child Development and Early Learning Framework. Graphs and the numbers represented by the graphs are based on highest score, lowest score and average score for all children in the program with assessment results during that checkpoint.



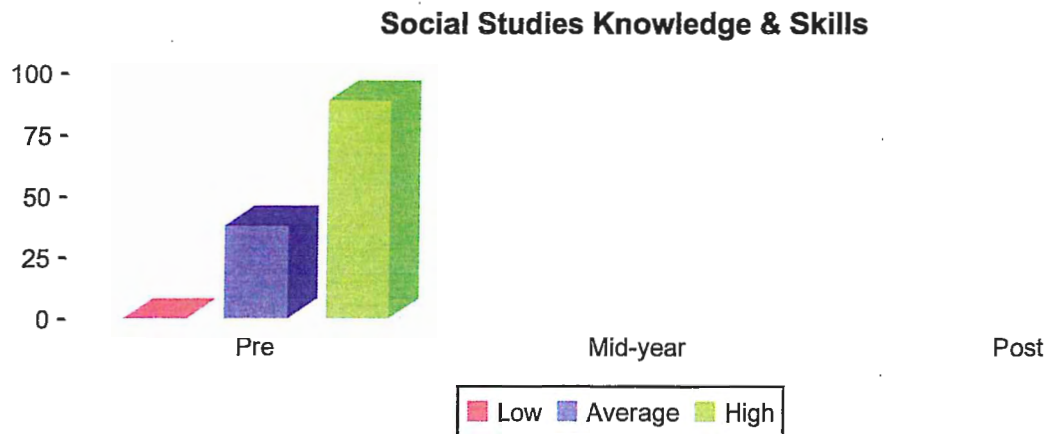
	<u>Pre</u>	<u>Mid-year</u>	<u>Post</u>
High Percentage	100.00		
Average Percentage	32.94		
Low Percentage	0.00		
Average Percentage Gain <Loss>			
Total Children in Program:	3,704	Total No. Sites: 43	Total No. Classrooms: 197
Children with Assessment data	3,704	0	0

The following graph reflects the range of scores for children enrolled in Hidalgo County Head Start based on the Head Start Child Development and Early Learning Framework. Graphs and the numbers represented by the graphs are based on highest score, lowest score and average score for all children in the program with assessment results during that checkpoint.



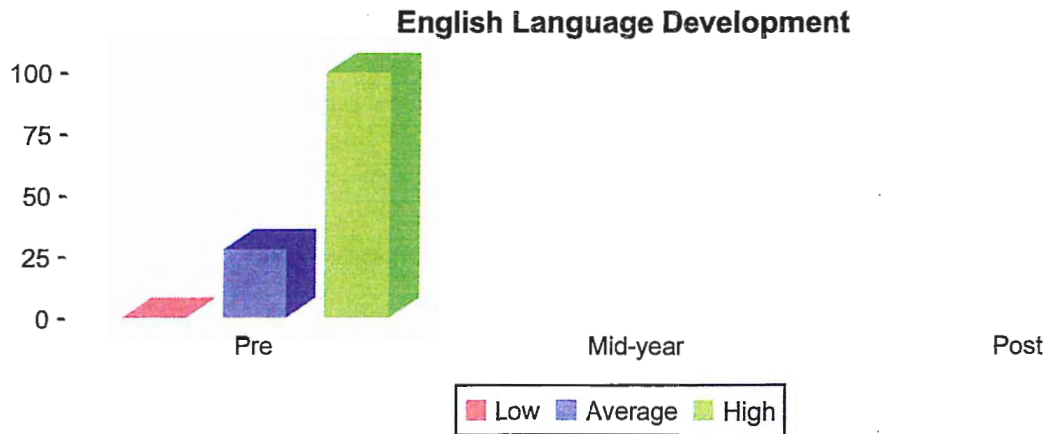
	<u>Pre</u>	<u>Mid-year</u>	<u>Post</u>
High Percentage	93.33		
Average Percentage	30.00		
Low Percentage	0.00		
Average Percentage Gain <Loss>			
Total Children in Program:	3,704	Total No. Sites: 43	Total No. Classrooms: 197
Children with Assessment data	3,704	0	0

The following graph reflects the range of scores for children enrolled in Hidalgo County Head Start based on the Head Start Child Development and Early Learning Framework. Graphs and the numbers represented by the graphs are based on highest score, lowest score and average score for all children in the program with assessment results during that checkpoint.



	<u>Pre</u>	<u>Mid-year</u>	<u>Post</u>
High Percentage	89.19		
Average Percentage	37.94		
Low Percentage	0.00		
Average Percentage Gain <Loss>			
Total Children in Program:	3,704	Total No. Sites: 43	Total No. Classrooms: 197
Children with Assessment data	3,704	0	0

The following graph reflects the range of scores for children enrolled in Hidalgo County Head Start based on the Head Start Child Development and Early Learning Framework. Graphs and the numbers represented by the graphs are based on highest score, lowest score and average score for all children in the program with assessment results during that checkpoint.



	<u>Pre</u>	<u>Mid-year</u>	<u>Post</u>
High Percentage	100.00		
Average Percentage	28.07		
Low Percentage	0.00		
Average Percentage Gain <Loss>			
Total Children in Program:	2,452	Total No. Sites: 43	Total No. Classrooms: 196
Children with Assessment data	2,452	0	0

AI-47519

Urban County 8. A.

CC CONSENT

Meeting Date: 12/02/2014

Submitted For: Irene Montoya

Submitted By: Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Request for approval of one (1) applicant in the City of La Joya and one (1) applicant in the Countywide area under the Owner-Occupied Housing Rehabilitation Program.

BACKGROUND

The following families are being recommended for approval to receive assistance under the Owner-Occupied Housing Rehabilitation Program:

<u>APPLICANT</u>	<u>CASE NUMBER</u>	<u>CITY</u>	<u>FUNDING YEAR</u>	<u>LOCATION OF PROPERTY</u>
Maria L. Trevino Deferred Loan - Elderly Reconstruction	LJ# 40-14-01	La Joya Precinct #3	HOME 2012	Tract 1: a tract or parcel of land containing 0.14 acres out of a certain 1 acre tract in TRACT 298, LOS EJIDOS DE REYNOSA VIEJO GRANT, Hidalgo County Texas.
Gerardo & Yanet Trevino Loan - 50% Deferred Loan - 50% Reconstruction	CW# 85-14-07	Edinburg Precinct #4	HOME 2012	Lot 19, Cinco Hermanas Subdivision of the lands in Hidalgo County Texas.

The amount of assistance to the family will be determined after receipt of bids through the procurement process. Thereafter, selection of bidders will be presented to County Commissioner’s Court. Funding is available through the HOME 2012 Budget. The Urban County Program staff recommends approval of applicants.

Attachments

Synopsis Maria Trevino City of La Joya

Synopsis Gerardo Trevino Countywide

Form Review

Inbox
Budget & Management
Auditor's Office

Reviewed By
Debbie Tamez
Monica Badillo

Date
11/20/2014 04:57 PM
11/26/2014 03:58 PM
Started On: 11/20/2014 03:15 PM

Form Started By: Olga Lerma

Final Approval Date: 11/26/2014

Housing Rehab Program

ENTITY: City of La Joya

PROJECT: Approval for Assistance under the Owner-Occupied Housing Rehabilitation Program.

FUNDING YEAR: HOME 2012

SYNOPSIS:

The family is being recommended for applicant approval under the Owner-Occupied Housing Rehabilitation Program. The applicant has been on the waitlist since July 2011 and has met all of the program requirements for assistance under the Owner-Occupied Housing Rehabilitation Program. The following is a profile of the project

Maria L. Trevino	Family of one (1)	
LJ#40-14-01	Does applicant meet	
	Deferred Loan Requirements:	Yes
	Title Search:	No Abstract or Liens
	Flood Zone:	No - Zone C
	Insurance:	N/A
	Structures:	1
	Taxes:	current
	Assets & Deposits:	N/A
	Debt to Income Ratio:	N/A
	Payback	No - Deferred Loan- Elderly
	Number of Bedrooms:	2
	Square Feet:	864
	Does total annual household income exceed limits:	No
	HUD Income Limits:	\$ 28,150.00
	Deferred Loan-Elderly	

Existing Dwelling: 2 bedrooms frame home, built in 1966

RECOMMENDATION:

The UCP Staff recommends approval for assistance under the Owner-Occupied Housing Rehabilitation Program by the County Commissioner's Court.

Housing Rehab Program

ENTITY: Countywide

PROJECT: Approval for Assistance under the Owner-Occupied Housing Rehabilitation Program.

FUNDING YEAR: HOME 2012

SYNOPSIS:

The family is being recommended for applicant approval under the Owner-Occupied Housing Rehabilitation Program. The applicant has been on the waitlist since November 2011 and has met all of the program requirements for assistance under the Owner-Occupied Housing Rehabilitation Program. The following is a profile of the project

Gerardo & Yanet Trevino	Family of five (5)	
CW#85-14-07	Does applicant meet Deferred Loan Requirements:	Yes-Partial only (50%)
	Title Search:	No Abstract or Liens
	Flood Zone:	No - Zone X
	Insurance:	N/A
	Structures:	1
	Taxes:	current
	Assets & Deposits:	N/A
	Debt to Income Ratio:	4%
	Pay Back:	Yes - 50% payback & 50 % Deferred
	Number of Bedrooms:	4
	Square Feet:	1396
	Does total annual household income exceed limits:	No
	HUD Income Limits:	\$ 43,400.00

Existing Dwelling: 2 bedrooms frame home, built in 1978

RECOMMENDATION:

The UCP Staff recommends approval for assistance under the Owner-Occupied Housing Rehabilitation Program by the County Commissioner's Court.

AI-47548

Budget and Management 9. A.

CC CONSENT

Meeting Date: 12/02/2014

Submitted By: Flora Vazquez, HEALTH
BENEFITS

Department: HEALTH BENEFITS

Information

CAPTION

Self-Insured (2202)

Requesting approval of reimbursement of the Hidalgo County Workers' Comp. Claims paying account for claims paid by Tristar Risk Management for the period of 11/01-15/2014 in the amount of \$40,734.04 and requesting approval of wire transfer.

BACKGROUND

Attachments

Invoice

By Org

Certification

Form Review

Inbox
Budget & Management
Auditor's Office

Reviewed By
Debbie Tamez
Monica Badillo

Date
11/25/2014 11:53 AM
11/26/2014 03:58 PM
Started On: 11/24/2014 03:44 PM

Form Started By: Flora Vazquez

Final Approval Date: 11/26/2014

Tristar Risk Management
100 Oceangate Suite #700
Long Beach, CA 90802
(562) 495-6600
TIN: 95-2791831

November 17, 2014

Hidalgo County Workers Compensation Fund
2818 S. Bus Hwy. 281
Edinburg, TX 78539
Flora Vazquez
Director of Risk Management

L HIDAL.WC1
Invoice Number: 94959

Loss Replenishment

Re: Workers Compensation

Tristar Risk Management hereby certifies that the attached billings for Losses Paid 40,734.04
11/1-11/15/14 (Check #519179-519325) are in accordance with our contract with Hidalgo
County Exhibit A, dated July 1st

TOTAL CURRENT CHARGES \$ 40,734.04

Previous Balance Due \$ 43,337.91

Payments and Credits

11/14/14 Payment received - thank you 43,337.91CR

Total Payments and Credits \$ 43,337.91CR

Total Balance Due \$ 40,734.04

Due Upon Receipt

If you have any questions or need wire instructions, please call:
(562) 495-6600 ext 1019 to speak with Adriana German or ext 1048 to
speak with Annette Rivas

Custom Payment Total

Hidalgo County WC losses paid 11/1-11/15/14

<u>Processed</u>	<u>Check Date</u>	<u>Chk/Vchr #</u>	<u>Claim Number</u>	<u>Claimant</u>	<u>Incident</u>	<u>Transaction Type</u>	<u>Payee</u>	<u>Dates of Service</u>	<u>Method</u>	<u>Amount</u>	
Alternate Organization 1 : Headstart											
Alternate Organization 1 Total:										27	2,022.28
Alternate Organization 1 : Hidalgo County											
Alternate Organization 1 Total:										267	38,711.76
Grand Total:										294	40,734.04

HIDALGO COUNTY DEPT. OF BUDGET & MANAGEMENT/EMPLOYEE BENEFITS DIVISION
 CERTIFICATION OF WORKERS' COMP CLAIMS PAID BY TRISTAR RISK MANAGEMENT
 FOR THE PERIOD OF: November 01-15, 2014

Hidalgo County's Self-Funded Workers' Compensation, Third Party Administrator (TPA)
 TRISTAR RISK MANAGEMENT has submitted to my office a request to reimburse the County's Claims Paying
 account in the amount of \$ 40,734.04 .

TRISTAR is certifying to my office that it has paid Workers' Compensation Claims on behalf of injured employees:

Losses Paid for Period: 11/01-15/2014
 (Check# 519179-519325)

1). Hidalgo County	\$ <u>38,711.76</u>
2). Hidalgo County Headstart Program	\$ <u>2,022.28</u>
3). Community Service Agency	<u> </u>
4). Drainage District #1	\$ <u> -</u>
	<u>\$ <u>40,734.04</u></u>

Total Reimbursement requested by TRISTAR RISK MANAGEMENT:

Hidalgo County Department of Budget & Management/Employee Benefits Division is requesting approval of this
 payment on the Commissioner's Court Agenda of December 2, 2014 .

Initial amount advanced by Commissioner's Court to TRISTAR RISK MANAGEMENT to pay claims: \$ < 150,000.00 >

Balance left in the Hidalgo County Workers' Compensation Fund at Citizens Business Bank
 (estimate) \$ (109,265.96)

I hereby approve this reimbursement and certify that I and/or my staff have reviewed each claim included on the attached
 check register and to the best of my knowledge ensure that:

- * All the claimants are in fact employees of Hidalgo County, Drainage District No. 1, Hidalgo County Headstart Program, and Community Service Agency.
- * All fees to vendors are appropriate for the type of service provided.
- * All fees paid to Hidalgo County for salary continuation were in fact received by Hidalgo County, and have been received by my department and deposited with the Hidalgo County Treasurer's Office and credited to the corresponding salary account. I have forwarded a copy of the Treasurer's receipts for each check shown as issued to Hidalgo County.
- * All types of expenditures reflected on this claim report are appropriate for the Hidalgo County Workers' Compensation Fund (Escrow Fund).
- * The Office of the County Auditor will receive a copy of the monthly bank statement for the Hidalgo County Workers' Compensation Bank Account (held at Citizens Business Bank in California) no later than the 10th day of the following month.

Elora Vazquez
 Employee Benefits Director

11/24/14
 Date

[Signature]
 Budget Officer

11/24/2014
 Date

 Commissioner's Court Approval

 Date

AI-47368

Budget and Management 9. B.

CC CONSENT

Meeting Date: 12/02/2014

Submitted By: Angelica M. Tapia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1. Approval of reimbursement in the amount of \$1,214,698.90 to Blue Cross Blue Shield Insurance Company for claims paid on behalf of Hidalgo County from 11/08/14 to 11/21/14.

11/08-14/14	\$ 607,065.11
11/15-21/14	\$ 607,633.79
TOTAL	\$1,214,698.90

2. Approval of wire transfer to cover claims paid.

BACKGROUND

Attachments

Invoices

BCBS 11/8-14/14

BCBS 11/15-21/14

Certification

Form Review

Inbox
 Budget & Management
 Obdett Calzada
 Auditor's Office

Reviewed By
 Debbie Tamez
 Obdett Calzada
 Monica Badillo

Date
 11/25/2014 04:39 PM
 11/26/2014 08:49 AM
 11/26/2014 03:58 PM
 Started On: 11/12/2014

Form Started By: Angelica M. Tapia

Final Approval Date: 11/26/2014



**BlueCross BlueShield
of Texas**

Invoices - Invoice Details

BARS Number: TX433010006 - HIDALGO COUNTY

Invoice Period: 11/08/2014 - 11/14/2014 Process Date: 11/14/2014

Invoice Detail

Invoice Detail summarizes claims activity by association.

Claim Period: 11/08/2014 - 11/14/2014

Cust Nbr	Set Nbr	ASC Nbr	Association Name	Total Claims Month To Date	Total Claims Week To Date	Drug Claims	Dental Claims	All Claims But Drug, Dental	Claim Count
TX433	01	001	HIDALGO COUNTY	\$832,335.84	\$524,400.25	\$79,203.20	\$0.00	\$445,197.05	2,871
TX433	01	002	HEAD START	\$103,243.80	\$51,438.95	\$11,792.27	\$0.00	\$39,646.68	802
TX433	01	003	APPRAISAL DISTRICT	\$16,577.76	\$8,287.08	\$2,024.85	\$0.00	\$6,262.23	111
TX433	01	004	COMMUNITY SERVICE	\$4,097.81	\$3,116.52	\$1,603.33	\$0.00	\$1,513.19	19
TX433	01	005	DRAINAGE DISTRICT	\$26,611.91	\$18,167.17	\$2,084.46	\$0.00	\$16,082.71	49
TX433	01	006	RETIREEES	\$7,268.69	\$3,687.48	\$2,766.55	\$0.00	\$920.93	29
TX433	01	007	COBRA	\$4,128.36	\$784.60	\$9.68	\$0.00	\$774.92	14
			STOPLOSS	(\$515,455.43)	(\$2,816.94)	\$0.00	\$0.00	\$0.00	0
			Customer Total Claims	\$994,264.17	\$609,882.05	\$99,484.34	\$0.00	\$510,397.71	3,895
			STOPLOSS Total	(\$515,455.43)	(\$2,816.94)	\$0.00	\$0.00	\$0.00	0
			Customer Grand Total	\$478,808.74	\$607,065.11	\$99,484.34	\$0.00	\$510,397.71	3,895



**BlueCross BlueShield
of Texas**

Invoices - Invoice Details

BARS Number: TX433010006 - HIDALGO COUNTY

Invoice Period: 11/15/2014 - 11/21/2014 Process Date: 11/21/2014

Invoice Detail

Invoice Detail summarizes claims activity by association.

Claim Period: 11/15/2014 - 11/21/2014

Cust Nbr	Set Nbr	ASC Nbr	Association Name	Total Claims Month To Date	Total Claims Week To Date	Drug Claims	Dental Claims	All Claims But Drug, Dental	Claim Count
TX433	01	001	HIDALGO COUNTY	\$1,296,307.23	\$463,971.39	\$65,940.24	\$0.00	\$398,031.15	2,852
TX433	01	002	HEAD START	\$172,904.42	\$69,660.62	\$14,033.66	\$0.00	\$55,626.96	902
TX433	01	003	APPRAISAL DISTRICT	\$57,907.61	\$41,329.85	\$895.17	\$0.00	\$40,434.68	80
TX433	01	004	COMMUNITY SERVICE	\$4,304.13	\$206.32	\$80.97	\$0.00	\$125.35	5
TX433	01	005	DRAINAGE DISTRICT	\$34,365.42	\$7,753.51	\$1,971.01	\$0.00	\$5,782.50	150
TX433	01	006	RETIREEES	\$34,174.35	\$26,905.66	\$2,307.46	\$0.00	\$24,598.20	90
TX433	01	007	COBRA	\$4,514.01	\$385.65	\$36.46	\$0.00	\$349.19	10
			STOPLOSS	(\$518,034.64)	(\$2,579.21)	\$0.00	\$0.00	\$0.00	0
			Customer Total Claims	\$1,604,477.17	\$610,213.00	\$85,264.97	\$0.00	\$524,948.03	4,089
			STOPLOSS Total	(\$518,034.64)	(\$2,579.21)	\$0.00	\$0.00	\$0.00	0
			Customer Grand Total	\$1,086,442.53	\$607,633.79	\$85,264.97	\$0.00	\$524,948.03	4,089



**BlueCross BlueShield
of Texas**

Group # 021185 HIDALGO COUNTY
Settlement ID: TX433010006
Processed Date
Period 11/08/2014 to 11/14/2014

SECTION		
0001-0011	HIDALGO COUNTY	\$ 524,400.25
0002-0012	HEAD START	\$ 51,438.95
0003-0013	APPRAISAL DISTRICT	\$ 8,287.08
0004-0014	COMMUNITY SERVICE AGENCY	\$ 3,116.52
0005-0015	DRAINAGE DISTRICT NO.1	\$ 18,167.17
0006-0016	RETIREEES	\$ 3,687.48
9001-9002	COBRA	\$ 784.60
	STOP LOSS	\$ (2,816.94)
	TOTAL	\$ 607,065.11



**BlueCross BlueShield
of Texas**

Group # 021185 HIDALGO COUNTY
Settlement ID: TX433010006
Processed Date
Period 11/15/2014 to 11/21/2014

SECTION		
0001-0011	HIDALGO COUNTY	\$ 463,971.39
0002-0012	HEAD START	\$ 69,660.62
0003-0013	APPRAISAL DISTRICT	\$ 41,329.85
0004-0014	COMMUNITY SERVICE AGENCY	\$ 206.32
0005-0015	DRAINAGE DISTRICT NO.1	\$ 7,753.51
0006-0016	RETIREEES	\$ 26,905.66
9001-9002	COBRA	\$ 385.65
	STOP LOSS	\$ (2,579.21)
	TOTAL	\$ 607,633.79

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

FOR THE PERIOD OF November 8, 2014 thru November 21, 2014

Hidalgo County's Self-Funded Health Insurance, Third Party Administrator (TPA) Blue Cross Blue Shield of Texas, has submitted to my office a request to reimburse the County's CLAIMS PAYING ACCOUNT in the amount of \$1,214,698.90.

- 1). Hidalgo County
- 2). Hidalgo County Head Start Program
- 3). Hidalgo County Appraisal District
- 4). Hidalgo County Community Service Agency
- 5). Hidalgo County Drainage District No.1
- 6). Hidalgo County Retirees
- 7). Hidalgo County COBRA

Total Reimbursement Requested by Blue Cross Blue Shield of Texas for dates 11/08/2014 to 11/21/2014 is \$1,214,698.90.

Dept. of Budget & Management Employee Benefits Division is requesting approval of this payment on the Commissioners' Court Agenda of December 2, 2014.

I hereby approve this reimbursement and I and/or my staff have reviewed each claim included on the attached check register and to the best of my knowledge ensure:

- All the claimants are in fact employees/participants of Hidalgo County, Hidalgo County Head Start Program, Hidalgo County Appraisal District, Hidalgo County Community Service Agency, Hidalgo County Drainage District No.1, Hidalgo County Retirees and Hidalgo County COBRA.
- All fees to vendors are appropriate for the type of service provided.
- All insurance premiums paid to Hidalgo County for Health Insurance Self-Funded Account were deposited to the Hidalgo County Treasurer's Office and credited to the corresponding revenue account.
- All types of expenditures reflected on this claim report are appropriate for the Hidalgo County Health Insurance Self Funded Account.

Ahora Varguez
Employee Benefits Director

11-25-14
Date

[Signature]
Dept. of Budget & Management Budget Officer

11/25/2014
Date

Commissioner's Court Approval

Date

AI-47602

Comm. Court Executive Office 10. A.

CC CONSENT

Meeting Date: 12/02/2014

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of 457 Plan hardship withdrawal request for employee #122335

BACKGROUND

Attachments

form-MP

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	11/26/2014 03:46 PM
Auditor's Office	Monica Badillo	11/26/2014 03:58 PM
Form Started By: Monica Badillo		Started On: 11/26/2014 03:21 PM
	Final Approval Date: 11/26/2014	

SIMPKINS & ASSOCIATES HARDSHIP REQUEST NOTIFICATION

Please print or type
Plan Name 457 K

Employee # 122335

Participant Name [Redacted] R. PARKS [Redacted]

Address 41 [Redacted] Allen, Te. [Redacted]

Social Security [Redacted] Daytime Phone No. [Redacted]

SECTION I - H
I understand that the withdrawal is for distributions, other than normal distributions, under the Plan. It is taxable as ordinary income in the calendar year in which I receive it. In addition, unless I am at least 69-1/2 years of age or I use the funds withdrawn to pay certain deductible medical expenses as provided by law.

IRS rules require that you stop making contributions to the 401(k) Plan for at least 6 months upon taking this hardship withdrawal.

The IRS only allows the following reasons for taking a hardship withdrawal. Check the one that applies to you.

- Medical expenses incurred by me, my spouse, or any of my dependents (or any expense necessary to obtain medical care).
- Purchase (excluding mortgage payments) of my principal residence.
- Payment of tuition, related educational fees, and room and board expenses for the next 12 months of post-secondary education for me, my spouse, my children, or my dependents.
- The need to prevent eviction from or mortgage foreclosure on my primary residence.
- Funeral or burial expenses for my parent, spouse, child or dependent.
- Repair of casualty damage to my primary residence that would be deductible under IRC Section 165.

Hardship Requested \$ 1,200 Year-to-date deferrals _____

Total amount deferred since you initially joined the plan \$ _____

Have you ever taken a hardship before? Yes If so what was the amount taken \$ 1,000

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

PARTICIPANT SIGNATURE X *Monica* Date 11-26-14

SECTION II - Authorized Plan Representative

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

AUTHORIZED PLAN REPRESENTATIVE X Date _____

SECTION III - Distribution Procedure

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

Fax request to:
Simpkins & Associates
(972) 980-7133

AI-47529

Purchasing Department 11. A.

CC CONSENT

Meeting Date: 12/02/2014

Submitted For: Comm. J. Palacios

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

Department: COMM. PCT. #4

Information

CAPTION

Requesting approval to pay property taxes owed in the amount or \$313.20 in connection with the Texas Mexican Railway (Tract 4 Block No. 260 Lot No. 15) with authority for County Treasurer to issue check after review and auditing procedures are completed by County Auditor.

BACKGROUND

Flat rate assessments are made against all land in the district for maintenance of district facilities, and is payable in one installment due on or before January 31, 2015. Assessments become delinquent on the first day of the month following the due date. Delinquent assessments accrue interest at the rate of 15% per annum from the date payment is due until paid. Attorney fees will be applied on September 1st of the same year.

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1100-452-00-124-009-0-851

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Req # 267042

Funds available as of 11/21/14

Attachments

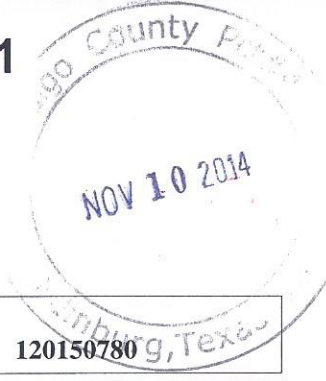
Hidalgo County Irrigation Dist. No. 1

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	11/21/2014 04:23 PM
Glinda Pacheco	Glinda Pacheco	11/24/2014 03:16 PM
Auditor's Office	Monica Badillo	11/26/2014 03:58 PM
Form Started By: Veronica Lopez		Started On: 11/21/2014 02:20 PM
Final Approval Date: 11/26/2014		

Hidalgo County Irrigation District No. 1

P.O. Box 870
Edinburg, Texas 78540
(956) 383-3886



2015 FLAT RATE ASSESSMENT

Owner: **1018**

COUNTY OF HIDALGO
1051 NORTH DOOLITTLE RD
EDINBURG, TX 78542

Statement No: **120150780**

Assessment Amount Due **313.20**

Payment Due Date **JANUARY 31, 2015**

Tract	Tract Name	Block No.	Lot No.	Code	Gross	Taxable
4	TEXAS MEXICAN RAILWAY	260	15	00	19.52	15.66

If taxes are Paid In	Interest	Total Due	If taxes are Paid In	Interest	Total Due
NOV.	.00	313.20	APR.	11.75	324.95
DEC.	.00	313.20	MAY.	15.66	328.86
JAN.	.00	313.20	JUNE	19.58	332.78
FEB.	3.92	317.12	JULY	23.49	336.69
MAR.	7.83	321.03	AUG.	27.41	340.61

Flat rate assessments are made against all land in the district for maintenance of district facilities, and is payable in one installment due on or before January 31, 2015. Assessments become delinquent on the first day of the month following the due date. Delinquent assessments accrue interest at the rate of 15% per annum from the date payment is due until paid. Attorney fees will be applied on September 1st of the same year.

DELINQUENT TAXES					
Year	Original	Interest	Attorney	Amount Due	Balance
* NO DELINQUENT TAXES DUE *					

Total Delinquent Amount

TOTAL AMOUNT DUE:

313.20

The delinquent amounts will be valid until month end. If paid after that date fees will be recalculated, and have higher amounts.

ESTELLA MATA, TAX ASSESSOR/COLLECT

CUSTOMER COPY

AI-47531
CC CONSENT

Purchasing Department 11. B.

Meeting Date: 12/02/2014

Submitted For: Comm. J. Flores, HC Pct. 3 Submitted By: Yvette Islas, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to advertise (including the authority to re-advertise the project in the event that not bids are received and/or are rejected and project is still required) and approval of procurement packet (i.e., specifications, legal notice etc.) as attached hereto for Road & Drainage Construction for Palm Valley Estates, an Hidalgo County Pct 3 BCAP project.

BACKGROUND

Proposed Schedule of Events:

1st Advertisement: December 06, 2014

2nd Advertisement: December 13, 2014

Bid Opening Date: December 24, 2014

Contract format has been formally reviewed by legal and will have a 2nd review prior to finalizing award of contract.

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO # 680951

FISCAL YEAR:

ACCT. #: 4-1312-431-00-123-536-0-540

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

FISCAL YEAR:

ACCT. #: 4-1312-431-00-123-536-1-540

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Attachments

palm lake specs draft

ai request

backup

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/26/2014 09:15 AM
Budget & Management	Debbie Tamez	11/26/2014 09:20 AM
Auditor's Office	Monica Badillo	11/26/2014 03:58 PM
Form Started By: Yvette Islas		Started On: 11/21/2014 03:24 PM
Final Approval Date: 11/26/2014		

**HIDALGO COUNTY PRECINCT #3
BORDER COLONIA ACCESS PROGRAM
ROUND III**

TECHNICAL SPECIFICATIONS FOR TURN KEY

BID NO. CAP-00-000-00-00-XXX

PALM LAKE ESTATES NO. 1

Hermosillo Drive	CSJ#3C-1080-536
Guaymas Street (La Pointe Avenue)	CSJ#3C-1080-536
Alvarado Street (Harding Street)	CSJ#3C-1080-536
Mahala Avenue	CSJ#3C-1080-536
Honolulu Avenue	CSJ#3C-1080-536
Iguano Court	CSJ#3C-1080-536
Mexico Street	CSJ#3C-1080-536
Mexico Street (North)	CSJ#3C-1080-536

**JAVIER HINOJOSA ENGINEERING
416 E. DOVE AVENUE
McALLEN, TEXAS 78504
(956) 668-1588
FAX: (956) 994-8102
E-mail: javhin@rgv.rr.com
TBPE FIRM NO. F-1295**

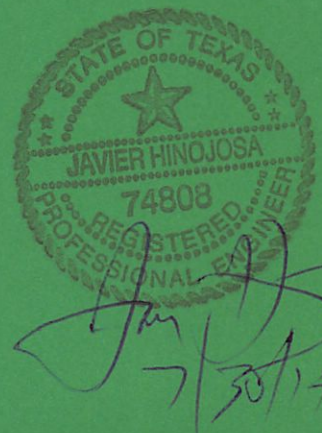


TABLE OF CONTENTS
CAP-00-000-00-00-XXX
PALM LAKE ESTATES NO. 1

- 1) Advertisement and Invitation for Bids
- 2) Hidalgo County Legal Notice
- 3) Bidder Acknowledgement
- 3a) Statement of Credentials
- 4) Information for Bidders
- 5) Bid Form
- 6) Bid Bond
- 7) Draft Contract
- 8) Non Collusion
- 9) Payment Bond
- 10) Performance Bond

- 11) **Exhibit C**
 - a. Insurance

- 12) General Conditions of the Agreement
- 13) Title 29 Labor
- 14) Standard General Condition of Construction Contract
- 15) Supplemental General Condition

- 16) **Exhibit A General Notes & Standard Specifications**
 - a. Technical Specifications
 - b. Hidalgo County Specifications as per 340
 - c. Government Specifications & Special Provisions

- 17) **Exhibit B**
 - a. Debarment
 - b. W-9
 - c. Bidder/Vendor Application
 - d. Conflict of Interest Memo
 - e. Conflict of Interest Form
 - f. Sales Tax and Local Sales Tax Certificate

- 18) **Exhibit D Border Wage Rates**
 - a. Government code Ch 2258
 - b. Prevailing Wage Rate
 - c. Davis Bacon

- 19) **Exhibit E**
 - a. Checklist
 - b. Change Order
 - c. Payment of Application
 - d. Estimate Quantity Update
 - e. Schedule of Values
 - f. Contract Time Statement

- g. Colonia Testing Requirement
- h. List of Suppliers
- i. Partial Release of Lien
- j. Contractor's Affidavit of Payment of Debts and Claims
- k. Prevailing Wage Rates Certificate Statement
- l. Certificate of Construction Completion
- m. Contractor's Affidavit of Release of Liens
- n. Payment Schedule
- o. Quantity Work Sheet
- p. Retainage Release TXDOT Final Inspection letter

20) Construction Identification Sign

REQUEST FOR BIDS

(Colonia Access Program Project)

TO SUPPLY HIDALGO COUNTY PRECINCT NO. 3 with sealed bids on:
CAP-00-000-00-00-YSI "ROAD & DRAINAGE CONSTRUCTION FOR PALM LAKE ESTATES NO. 1"

A BIDDER'S BOND from a reliable surety company licensed to operate in the State of Texas or certified Cashier's Check, payable without recourse to the County of Hidalgo, for the amount of not less than 5% of the total bid shall accompany the bid as guaranty that, if awarded the contract, the bidder will enter into a contract with the County of Hidalgo. Payment and Performance Bonds shall be executed except in the event into a single payment contract with the County of Hidalgo in lieu of a Performance Bond. In the event the total amount bid is \$25,000 or less, the successful contract has the option to enter into a single payment contract with the County of Hidalgo in lieu of a Payment and Performance Bond.

Bid Packets may be obtained from the office of JAVIER HINOJOSA ENGINEERING, 416 E. DOVE AVENUE McAllen, Texas 78504, Phone No (956) 668-1588 for the amount of \$150.00. General and/or Prime Contractors submitting bids and/or proposals to the County of Hidalgo shall be non-refundable.

PRE-BID CONFERENCE is scheduled for WEDNESDAY, _____, 2014 at 2:00 P.M. at HIDALGO COUNTY NEW ADMINISTRATION BUILDING - PURCHASING DEPARTMENT 2812 S Business Hwy 281, EDINBURG, TEXAS 78539

UPON SUBMITTING SEALED BID, bidders are required to properly identify (handwritten, typed or printed) sealed envelope and/or packet as follows: Bidder's name and address on the upper left hand corner of the sealed envelope and/or package and Bid No.: CAP-00-000-00-00-YSI "ROAD & DRAINAGE CONSTRUCTION FOR PALM LAKE ESTATES NO. 1"; on the lower left hand corner of sealed envelope/and or packet. **OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE.**

The sealed bid must contain one (1) original and three (3) copies of bid and must be clearly identified and addressed for delivery to:

Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent
Hidalgo County Purchasing Department

US Postal Mail/Courier Address

Hidalgo County New Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Location:

Hidalgo County New Administration Building
2802 S. Business Hwy. 281
(Southeast of Canton Rd & Business 281)
Edinburg, Texas 78539

Sealed bids will be accepted until **9:30 a.m. on Wednesday**, _____, 2014 at which time they will be opened in the Hidalgo County Purchasing Department Conference Room at **Physical Location: 2802 S. Business Hwy 281, Hidalgo County New Administration Building, Edinburg, Texas 78539.** NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED

The project is to be funded with Border Colonia Access Program funds through Proposition II Funding from the Texas Department of Transportation (Tx.D.O.T.)

Attention is called to the fact that not less than, the federally determined prevailing (**Davis-Bacon and Related Acts**) wage rate, as issued and contained in the contract documents, must be paid on this project. In addition, the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age, disability or national origin.

BIDS MAY BE HELD by the County of Hidalgo for a period not to exceed ninety (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding of the contract.

THE COUNTY reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bids considered the best and most advantageous to the County.

BY ORDER OF THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS on this the _____ day of _____, 2014.

MARTHA L. SALAZAR, CPPB
HIDALGO COUNTY PURCHASING AGENT

REPORT ROAD HAZARDS @ 1-866-HCR-SAFE OR 1-866-427-7233

LEGAL NOTICE

BID NO: CAP-00-000-00-00-YSI

1. Sealed bids will be received for **"HIDALGO COUNTY-ROAD & DRAINAGE CONSTRUCTION FOR PALM LAKE ESTATES NO. 1"** 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-CAP-00-000-00-00-YSI - HIDALGO COUNTY - ROAD & DRAINAGE CONSTRUCTION FOR PALM LAKE ESTATES NO. 1"** and in County's Purchasing Department, 100 E. Cano, 4th Floor, Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, DATE, 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- CAP-00-000-00-00-YSI - RFB- HIDALGO COUNTY - ROAD & DRAINAGE CONSTRUCTION FOR PALM LAKE ESTATES NO. 1"** . Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County
3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.
7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
10. County reserves the right to accept or reject any or all bids.
11. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.
12. Costs are to be net F.O.B., County Prepaid.
13. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
14. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
15. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

16. 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

17. 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 - ROAD & DRAINAGE CONSTRUCTION FOR PALM LAKE ESTATES NO. 1" Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- . Discount payments will be considered when offered.
- . Contact person for Billing and Payment questions:

Marcie Jackson, Administrative Assistant
 Hidalgo County Precinct #2
 302 East State
 Pharr, Texas 78577
 (956) 787-1891

18. Schedule of Events

Bid Opening, 9:30 AM	_____	, 2014
Award of Contract	_____	, 2014
Commence Work or Deliver Products	_____	, 2014

19. 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.

20. 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.

21. 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.

22. 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.
23. 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.
24. 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.
25. 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.
26. 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.

27. 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.

28. 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.

29. 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.

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.

32. Statement of Credentials:

In order to assist the Owner in determining the ability of each Bidder to properly fulfill the requirements of this proposed contract, the Bidder will complete the "STATEMENT OF CREDENTIALS." All questions must be answered and the data given must be clear and comprehensive. **The statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he/she desires.

It must include the following: general bidder information, experience, contracts on hand, and subcontractor(s) information.

In addition, Except as otherwise provided, the bidder shall perform no less than eighty percent (80%) of the work with his own organization, only twenty percent (20%) of the work may be subcontracted.

The organization of the specifications into divisions, sections, articles, etc., and the arrangement and titles of project drawings shall not control the Bidder in dividing the work among subcontractors or in establishing the extent of work to be performed by any trade.

Awarded bidder shall assign a project superintendent who is directly employed by the Bidder, that superintendent will be required to be on the job on a daily basis. No subcontractors will be allowed to act as project superintendents at any point during the construction of said project.

Bidder shall have a significant business presence with the Rio Grande Valley Area, the business must be headquartered in either Hidalgo, Cameron, or Starr County or a local office must be located in either of the three counties (Hidalgo, Cameron, Starr) with at least thirty percent (30%) of the total company workforce employed at the local office. County reserves the right to request payrolls and any necessary documentation to confirm that the local office meets these requirements.

Bidders shall carefully examine the plans, specifications and other documents, visit the site of the work, and fully inform themselves as to all conditions and matters which can affect the work or cost thereof. Should the bidder find discrepancies in, or omissions from the plans, specifications or other documents, or should he/she be in doubt as their meaning, he/she should at once notify the Engineer and obtain clarification by addendum prior to submitting any bid.

Bidder hereby certifies that said company carried liability coverage and workers compensation insurance coverage that meets the requirements set forth in this Request for Bids/Proposals when performing work on this project for Hidalgo County.

Furthermore, bidder certifies that any subcontractor on the project shall provide the said company with a certificate relating that all employees of the subcontractor also are provided with workers' compensation insurance coverage. Bidder will provide copies of all of these certificates to Hidalgo County during the course of the project for all subcontractors working on the project.

All subcontractors must comply with federally determined prevailing Davis-Bacon and Related Acts wage rate.

Hidalgo County encourages the hiring of minority women subcontractors and/or suppliers whenever and wherever feasible.

BIDDERS ACKNOWLEDGEMENT
Bid for
HIDALGO COUNTY PRECINCT NO. 3
“ROAD AND DRAINAGE CONSTRUCTION FOR PALM LAKE ESTATES NO. 1”
BID NO.: CAP-00-000-00-00-YSI

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, Texas 78539

US Postal Mail/Courier Address

Hidalgo County New Administration Building
2812 S Business Hwy 281
Edinburg, Texas 78539

Physical Location:

Hidalgo County New Administration Building
2802 S Business Hwy 281
(Southeast of Canton Rd & Business 281
Edinburg, Texas 78539)

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder:

Address:

By:

Printed Name:

Title:

STATEMENT OF CREDENTIALS

1. **GENERAL:** In order to assist the Owner in determining the ability of each Bidder to properly fulfill the requirements of this proposed contract, the Bidder will complete the following items. All questions must be answered and the data given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he/she desires.

Name of Bidder: _____

Address: _____

Date Organized: _____ Date Incorporated: _____

Office Number: _____ Fax Number: _____

Number of years in business under present name: _____

Type of work performed by your company: _____

Have you ever failed to complete any work awarded to you? _____

Have you ever defaulted on a contract? _____

2. **EXPERIENCE:** The Bidder will give below a list of similar projects which he/she has completed within the last five (5) years.

1. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____ Total Cost: _____

2. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____ Total Cost: _____

3. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____ Total Cost: _____

4. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____ Total Cost: _____

5. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____ Total Cost: _____

3. **CONTRACTS ON HAND:** The Bidder shall provide below a list of any contracts/projects he/she currently has on hand:

4. SUBCONTRACTORS: List any subcontractors you propose to use on the Hidalgo County's project that will comprise at least 20% of the total project cost. Use additional page if necessary. This information is considered preliminary and may be revised prior if bid is awarded and re-submitted during the pre-construction phase. However, it is expressly understood that the use of any subcontractor other than those listed with bid shall require written approval from Hidalgo County.

Failure to submit the information as required may result in a disqualification of your bid.

6. PERFORMANCE OF WORK BY BIDDER: Except as otherwise provided, the bidder shall perform no less than eighty percent (80%) of the work with his own organization, only twenty percent (20%) of the work may be subcontracted.

The organization of the specifications into divisions, sections, articles, etc., and the arrangement and titles of project drawings shall not control the Bidder in dividing the work among subcontractors or in establishing the extent of work to be performed by any trade.

Awarded bidder shall assign a project superintendent who is directly employed by the Bidder, that superintendent will be required to be on the job on a daily basis. No subcontractors will be allowed to act as project superintendents at any point during the construction of said project.

Bidder shall have a significant business presence with the Rio Grande Valley Area, the business must be headquartered in either Hidalgo, Cameron, or Starr County or a local office must be located in either of the three counties (Hidalgo, Cameron, Starr) with at least thirty percent (30%) of the total company workforce employed at the local office. County reserves the right to request payrolls and any necessary documentation to confirm that the local office meets these requirements.

Bidders shall carefully examine the plans, specifications and other documents, visit the site of the work, and fully inform themselves as to all conditions and matters which can affect the work or cost thereof. Should the bidder find discrepancies in, or omissions from the plans, specifications or other documents, or should he/she be in doubt as their meaning, he/she should at once notify the Engineer and obtain clarification by addendum prior to submitting any bid.

Bidder hereby certifies that said company carried liability coverage and workers compensation insurance coverage that meets the requirements set forth in this Request for Bids/Proposals when performing work on this project for Hidalgo County.

Furthermore, bidder certifies that any subcontractor on the project shall provide the said company with a certificate relating that all employees of the subcontractor also are provided with workers' compensation insurance coverage. Bidder will provide copies of all of these certificates to Hidalgo County during the course of the project for all subcontractors working on the project.

All subcontractors must comply with federally determined prevailing Davis-Bacon and Related Acts wage rate.

Hidalgo County encourages the hiring of minority women subcontractors and/or suppliers whenever and wherever feasible.

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the owner in verification of the recitals comprising this Statement of Credentials.

Executed this _____ day of _____, 20_____.

By _____

Title _____

Subscribed and sworn to me this _____ day of _____, 20__.

By: _____

Notary Public in and for _____ County, Texas

My commission expires _____

INFORMATION FOR BIDDERS

1. Receipt and Opening of Bids

The Hidalgo County Pct # 3 (herein called the "Owner"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the Hidalgo County Purchasing department until **Wednesday, DATE, 2014 at 9:30 a.m.** and then at said office publicly open and read aloud. The envelopes containing the bids must be sealed, addressed to Martha L. Salazar, Hidalgo County Purchasing Agent at 2812 S Business 281, Edinburg, Texas 78539 and designated as Bid for Hidalgo County Pct # 3 Border Colonia Access Program.

The owner may consider informal any bid not prepared and submitted in accordance with provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof.

2. Preparation of Bid

Each bid must be submitted on the prescribed form and accompanied by Certification by Bidder Regarding Equal Employment Opportunity, Form, and Certification by Bidder (contractor), concerning Labor Standards and Prevailing Wage Requirements. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing Certificates must be fully completed and executed when submitted.

Each bid must be submitted in a sealed envelopes bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another enveloped addressed as specified in the bid form.

3. Subcontracts

The bidder is specifically advised that any person, firm, or other party to whom is proposed to ward a subcontract under this contract –

- a** Must be acceptable to the Owner after verification of the current eligibility status, and,
- b** Approval of the proposed subcontract award cannot be given by the Owner unless and until the proposed subcontractor has submitted the Certification and/or other evidence showing that it has fully complied with any reporting requirements to which it is or was subject. Although the bidder is not required to attach such Certification by proposed subcontractors to his bid, the bidder is here advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

4. Telegraphic Modification

Any bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the closing time, and provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the additional or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

5. Method of Bidding

The Owner invites the following bid(s): **Border Access Colonia Project Round III**
 Palm Lake Estates No. 1 - Grant No. 3C1080536

6. Qualifications of Bidder

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request, the Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract to complete the work contemplated therein. Conditional bids will not be accepted.

7. Bid Security

Each bid must be accompanied by certified check of the bidder, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 5% of the bid. Such checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining checks, or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or if no award has been made within 60 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

8. Liquidated Damages for Failure to enter into Contract

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

9. Time of Completion and Liquidated Damages

Bidder must agree to commence on or before a date to be specified in a Written "Notice to Proceed" of the Owner and to fully complete the project within **180 consecutive calendar days** thereafter. Bidder must agree also to pay as liquidated damages, the sum of **\$250 for each consecutive calendar day** thereafter as hereinafter provided in the General Conditions.

10. Condition of Work

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with work of any other contractor.

11. Addenda and Interpretations

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing addressed to **Javier Hinojosa Engineering Attn: Javier Hinojosa, P.E., 416 E. Dove Avenue, McAllen, Texas 78504** and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

12. Security for Faithful Performance

Simultaneously with his delivery of the executed contract; the contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.

13. Power of Attorney

Attorney-in-fact who sign bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

14. Notice of Special Conditions

Attention is particularly called to those parts of the contract documents and specification which deal with the following;

- a** Inspection and testing of materials
- b** Insurance requirements
- c** Wage rates
- d** States allowances

15. Laws and Regulations

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

16. Method of Award – Lowest Qualified Bidder

If at the time this contract is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the Owner as available to finance the contract the contract will be awarded on the base bid only. If such bid exceeds such amount, the Owner may reject all bids or may award the contract on the base bid combined with such deductible alternates applied in numerical order in which they are listed in the form of Bid, as produces a net amount which is within the available funds.

17. Obligation of Bidder

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his bid.

**Supplement to Form HUD-4238-B®
INFORMATION FOR BIDDERS**

18. SAFETY STANDARDS AND ACCIDENTS PREVENTION

With respect to all work performed under this contract, the contractor shall:

- 1 Comply with the safety standards provision of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associates General Contractors or America, the requirements of the Occupational Safety and Health Act of 1970 (Public Laws 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No 75, Saturday, April 17, 1971.
- 2 Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
- 3 Maintain at his office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employee), whom may be injured on the job site. In no case shall employee be permitted to work at a job site before the employer has made a standing arrangement for removal of injured person to a hospital or a doctor's care.

SPECIAL PROVISIONS

1. The County of Hidalgo reserves the right to partially award the contract in order to meet the budget.
2. It shall be the Contractor's responsibility to locate underground utilities, whether shown or not shown on the drawings, sufficiently in advance of operations to preclude damage to same.
3. Water, sewer, or other utility serves shall not be interrupted. Any damages to existing utilities will be Contractor's responsibility.
4. In the event of damage to underground facilities, whether shown or not shown in the drawings, the Contractor shall make the necessary repairs to place the facilities back in service at no increase in the Contractors price and all such repairs shall conform to the requirements of the company or agency servicing the facility
5. The Contractor shall exercise extra care to prevent damage to all other structures in the area including, fence, roads, pipelines, utilities, etc., whether publicly or privately owned.
6. Until acceptance by the Engineer of any part or all of the construction, as provided for in the plans and these specifications, it shall be under the charge and care of the contractor, and he shall take every necessary precaution against injury or damage to any part of the work. The Contractor shall rebuild, repair, restore and make good, at his own expense, all injuries or damage to any portion of the work before its completion and acceptance.
7. In case the Contractor deems extra compensation is due him for proposed work not covered in the contract, the Contractor shall notify the Engineer in writing of his claim for such extra compensation before he begins the work. Failure on the part of the Contractor to give such notification shall constitute a waiver of claim for such extra compensation. The Contractor shall not proceed until a written Change Order is approved by the Owner, Engineer, and Contractor.
8. Prospective bidders should make a careful examination of the projects sites.
9. Contractor shall review his overall method and schedule of construction with the County Prior to construction for proper coordination of inspection.
10. No open trenches or excavation shall be left open overnight.
11. Adjustment of Sanitary Sewer manholes and water valves to be incidental to price bid for Right of Way preparation.
12. Relocation of all mailboxes to be considered incidental to price bid for Right of Way Preparation.

BID FORM

Company Name:	_____
Signature:	_____
Printed Name:	_____

BID FORM
HIDALGO COUNTY PRECINCT NO. 3
BORDER COLONIA ACCESS PROJECT
CAP-00-000-00-00-YSI
ROAD AND DRAINAGE CONSTRUCTION FOR PALM LAKE ESTATES NO. 1

BID ITEMS FOR ROAD CONSTRUCTION

TXDOT Item No.	Est Quantity	Unit	Item Description	Unit Bid Price In Words	Unit Price In Figures	Total Extension In Figures
-------------------	-----------------	------	------------------	----------------------------	--------------------------	-------------------------------

PAVING

100	70.48	STA	Preparing ROW	Dollars	\$	\$
				Cents		
110	14,870	CY	Excavation (Roadway)	Dollars	\$	\$
				Cents		
247	29,762	SY	8" Flex Base (Compl in place) (TY E GR4)	Dollars	\$	\$
				Cents		
310	5,952	GAL	ASPH Matrl (MC-30)	Dollars	\$	\$
				Cents		
340	24,493	SY	ASPH Conc (TY D)(1 1/2")	Dollars	\$	\$
				Cents		
502	6	MO	Barricades, Sign and Traffic Handling	Dollars	\$	\$
				Cents		
530	370	SY	Turnouts (ASPH-CONC- PAV)(PBS-2)	Dollars	\$	\$
				Cents		

Roadway	\$
Subtotal	

Company Name:	_____
Signature:	_____
Printed Name:	_____

DRAINAGE

530	923	SY	Driveway (ASPH-CON-PAV) (PB-1)	Dollars	\$	\$
				Cents		
530	1,360	SY	Driveway (Concrete 3000 PSI)	Dollars	\$	\$
				Cents		
529	13,990	LF	18" Concrete Curb & Gutter	Dollars	\$	\$
				Cents		
556	104	LF	15" RC Pipe	Dollars	\$	\$
				Cents		
556	442	LF	18" RC Pipe	Dollars	\$	\$
				Cents		
556	1,913	LF	24" RC Pipe	Dollars	\$	\$
				Cents		
556	21	EA	Type "A" Inlets	Dollars	\$	\$
				Cents		
556	2,395	LF	Trench Protection	Dollars	\$	\$
				Cents		
467	2	EA	Safety End Treatments	Dollars	\$	\$
				Cents		
529	280	LF	72" Valley Gutter	Dollars	\$	\$
				Cents		

Drainage	\$
Subtotal	

Bid Total	\$
------------------	-----------

BIDDER/COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

Company Name: _____
Signature: _____
Printed Name: _____

CONTINUATION OF BID PACKAGE

The undersigned **Bidder** agrees to commence work after written notice to commence work and to substantially complete the work on which he has bid within **180 calendar days** as provided in Article 18 of the General Conditions of the Agreement.

Enclosed with this Proposal is a Cashier's check or Certified Check for _____ Dollars (_____) or a Bid Bond in the Sum of _____ Dollars (_____), which is agreed shall be collected and retained by the **Owner** under the Conditions hereof within ten (10) days after the date this proposal is accepted; then otherwise the said bond or check shall be returned to the undersigned upon demand.

Receipts of the following Addenda on these dates shown is acknowledged:

DATE	ACKNOWLEDGE	DATE	ACKNOWLEDGE
#1 _____		#2 _____	
#3 _____		#4 _____	

Respectfully submitted,

Name of Firm

By: _____
Signature Date

**THIS PROPOSAL MUST BE
SIGNED BY AN OFFICER OR
REPRESENTATIVE DULY
AUTHORIZED BY THE BIDDER**

Title

Address

Telephone Number

(Seal, if Bid is by a Corporation)

Attest: _____

Company Name:	_____
Signature:	_____
Printed Name:	_____

HIDALGO COUNTY PRECINCT #3 BORDER ACCESS COLONIA PROJECT

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned _____
_____ as Principal, and _____
_____ as Surety, are hereby held and firmly bound
unto _____ as OWNER in the penal sum of _____

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 20_____.

The condition of the above obligation is such that whereas the Principal has submitted to _____
_____ a certain BID, attached hereto and
hereby made a part hereof to enter into a contract in writing for the

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and Shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation is herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____(L.S.)
Principal

Surety

By: _____

IMPORTANT – Surety companies executing BONDS must appear on the Treasury Department’s most current list (circular 570 as amended) and be authorized to transact business in the state where the project is located.

THE STATE OF TEXAS §
 COUNTY OF HIDALGO §

**CONSTRUCTION CONTRACT
 C-CAP-00-000-00-00-XXX**

This Agreement, entered into this _____ day of _____, 2014 by and between Hidalgo County (hereinafter called the "OWNER," and, _____ (a Texas Corporation), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

PALM LAKE ESTATES NO. 1

Hereinafter called the project, for the sum of (\$ _____) _____ **and** _____ **Cents** and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by Javier Hinojosa Engineering, entitled the Architect/Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within 180 consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of \$ 250.00 for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

IN WITNESS WHEREOF, the parties to these present have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

APPROVED BY COMMISSIONERS COURT ON, _____, 2014.

CONTRACTOR: _____
Print Name & Title: _____
Name of Firm: _____
Address: _____

Fed I.D. #/SS #: _____

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the _____ day of _____,
2014, by _____ of and on behalf of _____.
(Name & Title) (A corporation)

Notary Public-Signature

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.
800 Pecan
McAllen, Texas 78504

BY: _____

ATTEST:

COUNTY OF HIDALGO:

Arturo Guajardo, Jr., County Clerk

Ramon Garcia, County Judge

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of)

County of.....)

_____, being first duly sworn,
deposes and says that:

(1) He is _____, of
_____, the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of this attached bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representative:, employees or parties in interest, including this affiant, has in any way colluded, conspired a collusive or sham Bid in connection with the Contract for which the attaché Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

(Title)

Subscribed and sworn to before me on this _____

Day of _____

Title

PAYMENT BOND

(To be used in Texas under V.A.T.S. 5160)

THE STATE OF _____

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: That we (1) _____,
a (2) _____, hereinafter called
Principal and (3) _____ of
_____, hereinafter called the
Surety, are held and firmly bound unto (4) _____ of
_____, hereinafter called Owner, and unto all persons,
firms, and corporations who may furnish materials for, or perform labor
upon the building or improvements hereinafter referred to the penal sum
of _____ (\$ _____) Dollars in lawful money of the
United States to be paid in (5) _____, for the
payment of which sum well and truly to be made, we bind ourselves, our
heirs, executors, administrators, and successors, jointly and severally,
firmly be these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal
entered into a certain contract with (6) _____,
_____, the Owner, dated
the _____ day of _____, A.D. 20____, a copy of which is
hereto attached and made a part hereof for the construction of:

**HIDALGO COUNTY PRECINCT #3 BORDER ACCESS COLONIA PROJECT
ROAD AND DRAINAGE CONSTRUCTION FOR PALM LAKE ESTATES NO. 1**

These footnotes refer to numbers in body of contract above:

Date of Bond must not be prior to date of contract

- (1) Correct name of Contractor
- (2) A Corporation, a Partnership or an Individual, as case may be
- (3) Correct name of Surety
- (4) Correct name of Owner
- (5) County and State
- (6) Owner

NOW, THEREFORE, the condition of this obligation is such that, if the
-1- Principal shall promptly make payment to all claimants as defined
in Article 5160 Revised Civil Statutes of Texas, 1925, as amended by
House Bill 344, Act 56th Legislature, Regular Session, 1925 effective
April 27, 1959, supplying labor and materials in the prosecution of
the work provided for in said Contract, then this obligation shall be
null and void, otherwise it shall remain in full force and effect.

This bond is made and entered into solely for the prosecution of all
claimants supplying labor and material in the prosecution of the work
provided for in said Contract, and all such claimants shall have a
direct right of action under the bond as provided in Article 5160,
Revised Civil Statutes 1925, as amended by House Bill 344, Acts 56th
Legislature, Regular Session, 1959

PROVIDED FURTHER, that if any legal action be filed upon this bond, venue shall lie in Hidalgo County, State of Texas, and that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specification accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the _____ day of _____ . A.D., 20_____.

ATTEST:

(Principal) Secretary

(Seal)

Witness as to Principal

(Address)

Principal _____
By _____

(Address) _____

Telephone Number: _____

Surety

ATTEST:

(Surety) Secretary

(Seal)

Witness as to Surety

(Address)

By _____

(Address) _____

NOTE: If Contractor is partnership all Partners should execute bond

Telephone Number: _____

PAYMENT BOND FORM

(Address)
Telephone Number: _____

(Individual Principal)

(Business Address)
Telephone Number: _____

(Corporate Principal)

(Business Address) (Affix Corporate SEAL)
Telephone Number: _____
BY _____

ATTEST:

(Business Address) (Affix Corporate SEAL)
BY _____
Telephone Number: _____

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____
Secretary of the corporation named as Principal in the within bond; that
_____, who signed the said bond on behalf of the
Principal was then _____ of said corporation; and I
know his signature, and his signature thereto is genuine; and that said
bond was duly signed, sealed, and attested for and in behalf of said
corporation by authority of its governing body.

(TITLE)
DATE _____

(AFFIX CORPORATE SEAL)

Telephone Number: _____

The rate of premium on this bond is _____ per thousand. Total
amount of premium charge \$ _____.
(The above must be filled in by corporate surety.) (Power-of-Attorney of
person signing for surety company must be attached.)

PERFORMANCE BOND
(To be used in Texas under V.A.T.S. 5160)

THE STATE OF _____

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: That we (1) _____, a (2) _____ OF _____ hereinafter called Principal and (3) _____ of _____, State of _____, hereinafter called the Surety, are held and firmly bound unto (4) _____ of _____, hereinafter called Owner, in the penal sum of _____ (\$ _____) Dollars in lawful money of the United States to be paid in (5) _____, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly be these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with (6) _____, the Owner, dated the _____ day of _____, A.D. 20____, a copy of which is hereto attached and made a part hereof for the construction of:

**HIDALGO COUNTY PRECINCT #3 BORDER ACCESS COLONIA PROJECT
ROAD AND DRAINAGE CONSTRUCTION FOR PALM LAKE ESTATES NO. 1**
hereinafter called the "Work").

These footnotes refer to the numbers in body of contract above:

Date of Bond must not be prior to date of contract

- (1) Correct name of Contractor
- (2) A Corporation, a Partnership or an Individual, as case may be
- (3) Correct name of Surety
- (4) Correct name of Owner
- (5) County and State
- (6) Owner

(Texas Performance Bond) - Page 2.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform the work in accordance with the plans, specifications, and contract documents during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed upon this bond, venue shall lie in Hidalgo County, State of Texas, and that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the

work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alternation or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the _____ day of _____ . A.D. 20__.

ATTEST:

(Principal) Secretary

(Seal)

Witness as to Principal

(Address)

Principal _____

By _____

(Address) _____

Telephone Number: _____

ATTEST:

(Surety) Secretary

(Seal)

Witness as to Surety

(Address)

By _____

(Address) _____

Telephone Number: _____

NOTE: If Contractor is a partnership, all partners should execute bond.

PERFORMANCE-PAYMENT BOND FORM

(Address)
Telephone Number: _____

(Individual Principal)

(Business Address)
Telephone Number: _____

(Corporate Principal)

(Business Address) (Affix Corporate SEAL)
Telephone Number: _____
BY _____

ATTEST:

(Business Address) (Affix Corporate SEAL)
BY _____
Telephone Number: _____

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____
Secretary of the corporation named as Principal in the within bond; that
_____, who signed the said bond on behalf of the
Principal was then _____ of said corporation; and I
know his signature, and his signature thereto is genuine; and that said
bond was duly signed, sealed, and attested for and in behalf of said
corporation by authority of its governing body.

(TITLE)
DATE _____

(AFFIX CORPORATE SEAL)

Telephone Number: _____

The rate of premium on this bond is _____ per thousand. Total
amount of premium charge \$ _____.
(The above must be filled in by corporate surety.) (Power-of-Attorney of
person signing for surety company must be attached.)

EXHIBIT "C"

Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand (\$500,000.00) arising out of the services provided to County hereunder.
3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: \$ _____ General Liability: \$ _____
- have already been met, see attached copy of insurance certificate.

Authorized Representative

Date

Notice to Bidder:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.

2. Bonds: _____.

3. Certificates: _____.

4. Permits: _____.

5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Authorized Signature

Date

Company

Address

City, State, Zip

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 THEIR 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				EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$
	<input type="checkbox"/> CLAIMS MADE OCCUR				MEDICAL (Any one person) \$
	<input type="checkbox"/> OWNER'S & CONT. PROT				PERSONAL & ADV INJURY \$
	<input type="checkbox"/> OWNER'S PROTECTIVE LIABILITY				GENERAL AGGREGATE \$
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP \$
B	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY				AUTO ONLY-EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY EA ACC AGG \$
C	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATU- <input type="checkbox"/> OTHER TORY LIMITS
					E.L. EACH ACCIDENT \$
					E.L. DISEASE-EA EMPLOYEE \$
	OTHER				E.L. DISEASE-POLICY LIMIT \$

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
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

GENERAL CONDITIONS OF THE AGREEMENT

1. GENERAL

It is the intent of these instructions, plans and specifications to provide guidance for the construction of this project.

2. REGULATIONS AND DISCREPANCIES

All applicable laws, ordinances, policy, rules, regulations and other directives of all authorities having jurisdiction over the projects shall apply to the contract throughout and will be deemed to be included in the contract the same as those written out in full. Discrepancies between regulations or conflicting parts of the Specifications shall be brought to the attention of an clarified by the Engineer before proceeding with any work. Proceeding with affected work without instructions from the Engineer can result in the Contractor being responsible for taking the necessary steps to insure the work conforms to the governing regulation.

3. ENGINEER

Whenever the work "ENGINEER" is used in this contract with reference to the preparation of plans, specifications, and contract documents, it shall be understood as referring to the firm **Javier Hinojosa Engineering**.

4. INTERPRETATION OF PHRASES

Whenever the words "Directed", "Required", "Permitted", "Designated", "Considered Necessary", "Prescribed", or words of like importance are used, it shall be understood that the direction, requirements, permission, order, designation or prescription, of the ENGINEER is intended and similarly, the words "Approval", "Acceptable", "Satisfactory", or words of like importance shall mean approved by or acceptable of satisfactory to the ENGINEER. The preceeding to the contrary notwithstanding, Engineer's approval or acceptance of the work shall by advisory to OWNER, and shall not bind the OWNER to accept or approve the same.

Whenever, in the specifications or drawings accompanying this agreement, the terms or description of various qualities relative to finish, workmanship, or other qualities of similar kind which cannot, from their nature, be specifically and clearly described and specified, but are necessarily described in general terms, then, in all such cases, any question of the fulfillment of said specifications shall be decided by the ENGINEER, and said work shall be done in accordance with his interpretations of the meaning of the words, terms, or clauses defining the character of the work.

Title 29 - LABOR

Subtitle A - Office of the Secretary of Labor

PART 3 - CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

- Sec.
- 3.1 Purpose and scope
 - 3.2 Definitions
 - 3.3 Weekly statement with respect to payment of wages
 - 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.
 - 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.
 - 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.
 - 3.7 Applications for the approval of the Secretary of Labor
 - 3.8 Action by the Secretary of Labor upon applications.
 - 3.9 Prohibited payroll deductions.
 - 3.10 Methods of payment of wages.
 - 3.11 Regulations part of contract.

AUTHORITY: The provisions of this Part 3 issued under R.S. 16 1, sec. 2, 48 Stat. §48; Reorg. Plan No. 14 of 1950, 64 Stat. 1267, 5 U.S.C. Appendix; 5 U.S.C. 301; 40 U.S.C. 276c.

SOURCE: The provisions of this Part 3 appear at 29 F.R. 97, Jan. 4, 1964, unless otherwise noted.

Section 3.1 Purpose and Scope.

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with Federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization

Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

Section 3.2 Definitions.

As used in the regulations in this part:

(a) The terms "building" or "work" generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all @s, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials,

Copeland Act Regulations

articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a "building" or "work" within the meaning of the regulations in this part.

subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

Section 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless, the deduction is in favor of the contractor, subcontractor or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions, or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness,

(k) Any deduction for the cost of safety equipment of nominal value purchased by the

or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents:

Provided, however, That the following standards are met: (1) The deduction is not otherwise prohibited by law; (2) it is either: (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) the deductions shall serve the convenience and interest of the employee. (e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to

Copeland Act Regulations

governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

(j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of this title. When such a deduction is made the additional records required under §516.27(a) of this title shall be kept.

employee as his own property for his personal protection in his work, such as safety shoes, safety

Copeland Act Regulations

(d) The application shall include a description of the proposed deduction, the purpose to be served there by, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant. -

Section 3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of §3.6; and shall notify the applicant in writing of his decision.

Section 3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under §3.6 are prohibited.

Section 3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

Section 3.11 Regulations part of contract.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see §5.5(a) of this subtitle.

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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314

American Consulting Engineers Council
1015 15th Street N.W., Washington, DC 20005

American Society of Civil Engineers
345 East 47th Street, New York, NY 10017

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.

2. *Agreement*—The written instrument which is evidence of the agreement between OWNER and CONTRACTOR covering the Work.

3. *Application for Payment*—The form acceptable to ENGINEER which is to be used by CONTRACTOR during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*—The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

7. *Bidding Requirements*—The Advertisement or Invitation to Bid, Instructions to Bidders, Bid security form, if any, and the Bid form with any supplements.

8. *Bonds*—Performance and payment bonds and other instruments of security.

9. *Change Order*—A document recommended by ENGINEER which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the

Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*—A demand or assertion by OWNER or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*—The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*—The Contract Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by OWNER to CONTRACTOR are not Contract Documents.

13. *Contract Price*—The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

15. *CONTRACTOR*—The individual or entity with whom OWNER has entered into the Agreement.

36. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

37. *Resident Project Representative*—The authorized representative of ENGINEER who may be assigned to the Site or any part thereof.

38. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

40. *Site*—Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for the use of CONTRACTOR.

41. *Specifications*—That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

42. *Subcontractor*—An individual or entity having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site.

43. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.

44. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.

45. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

46. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

47. *Unit Price Work*—Work to be paid for on the basis of unit prices.

48. *Work*—The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

49. *Work Change Directive*—A written statement to CONTRACTOR issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

50. *Written Amendment*—A written statement modifying the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

mence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

*See Supplementary Conditions

2.05* *Before Starting Construction*

A. *CONTRACTOR's Review of Contract Documents:* Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity, or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless CONTRACTOR knew or reasonably should have known thereof.

B. *Preliminary Schedules:* Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for its timely review:

1. a preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; and

3. a preliminary schedule of values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into

component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

* C. *Evidence of Insurance:* Before any Work at the Site is started, CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR and OWNER respectively are required to purchase and maintain in accordance with Article 5.

2.06 *Preconstruction Conference*

A. Within 20 days after the Contract Times start to run, but before any Work at the Site is started, a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.05.B, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to review for acceptability to ENGINEER as provided below the schedules submitted in accordance with paragraph 2.05.B. CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until acceptable schedules are submitted to ENGINEER.

1. The progress schedule will be acceptable to ENGINEER if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on ENGINEER responsibility for the progress schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefor.

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or

*See Supplementary Conditions

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: (i) a Field Order; (ii) ENGINEER's approval of a Shop Drawing or Sample; or (iii) ENGINEER's written interpretation or clarification.

3.05 *Reuse of Documents*

A. CONTRACTOR and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER's Consultant, including electronic media editions; and (ii) shall not reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaption by ENGINEER. This prohibition will survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. OWNER shall furnish the Site. OWNER shall notify CONTRACTOR of any encumbrances or

restrictions not of general application but specifically related to use of the Site with which CONTRACTOR must comply in performing the Work. OWNER will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If CONTRACTOR and OWNER are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in OWNER's furnishing the Site, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

B. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02* *Subsurface and Physical Conditions*

A.* *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER, or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, includ-

made therefor as provided in paragraph 10.05. However, OWNER, ENGINEER, and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities, including OWNER, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and CONTRACTOR shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including OWNER, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or

performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility.

2. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price of Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, OWNER or CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

4.05* *Reference Points*

A. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.E shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.F shall obligate CONTRACTOR to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of paragraphs 4.02, 4.03, and 4.04 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

*See Supplementary Conditions

ARTICLE 5 - BONDS AND INSURANCE

5.01* *Performance, Payment, and Other Bonds*

A. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Contract Documents.

B.* All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Compa-

nies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

C. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.01.B, CONTRACTOR shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) which OWNER is required to purchase and maintain.

5.04* *CONTRACTOR's Liability Insurance*

A. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to

insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

*See Supplementary Conditions

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER;

5. allow for partial utilization of the Work by OWNER;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and ENGINEER with

30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B.* OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C.* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.07.

D.* OWNER shall not be responsible for purchasing and maintaining any property insurance specified in this paragraph 5.06 to protect the interests of CONTRACTOR, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by CONTRACTOR, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E.* If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided under paragraph 5.06, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the Site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

5.07 *Waiver of Rights*

A.* OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraph 5.06 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and all other

certificates (or other evidence requested) required by paragraph 2.05.C. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. CONTRACTOR shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with

*See Supplementary Conditions

the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of OWNER or ENGINEER in the design or specification of a specific means, method, technique, sequence, or procedure of

construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

B. At all times during the progress of the Work, CONTRACTOR shall assign a competent resident superintendent thereto who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the Site and shall have authority to act on behalf of CONTRACTOR. All communications given to or received from the superintendent shall be binding on CONTRACTOR.

6.02 *Labor; Working Hours*

A. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out, and construct the

Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without OWNER's written consent (which will not be unreasonably withheld) given after prior written notice to ENGINEER.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the General Requirements, CONTRACTOR shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly

that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute item. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute item.

B. *Substitute Construction Methods or Procedures:*

If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.05.A.2.

C. *Engineer's Evaluation:* ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.05.A and 6.05.B. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized until ENGINEER's review is complete, which will be evidenced by either a Change Order for a

substitute or an approved Shop Drawing for an "or equal." ENGINEER will advise CONTRACTOR in writing of any negative determination.

D. *Special Guarantee:* OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

E. *ENGINEER's Cost Reimbursement:* ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitute proposed or submitted by CONTRACTOR pursuant to paragraphs 6.05.A.2 and 6.05.B and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER approves a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute.

F. *CONTRACTOR's Expense:* CONTRACTOR shall provide all data in support of any proposed substitute or "or-equal" at CONTRACTOR's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. CONTRACTOR shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to OWNER as indicated in paragraph 6.06.B), whether initially or as a replacement, against whom OWNER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to OWNER in advance for acceptance by OWNER by a specified date prior to the Effective Date of the Agreement, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. CONTRACTOR shall submit an acceptable replacement

the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto, such as plant investment fees.

6.09 *Laws and Regulations*

A. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

B. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Times. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in paragraph 10.05.

6.10* *Taxes*

A. CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11* *Use of Site and Other Areas*

A.* *Limitation on Use of Site and Other Areas*

1. CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations,

*See Supplementary Conditions

and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant, and the officers, directors, partners, employees, agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER, or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work CONTRACTOR shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, CONTRACTOR is obligated to act to prevent threatened damage, injury, or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17* Shop Drawings and Samples

A.* CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show ENGINEER the services, materials, and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.17.E.

B.* CONTRACTOR shall also submit six (6) Samples to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.17.E. The numbers of each Sample to be submitted will be as specified in the Specifications.

C. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER as required by paragraph 2.07, any related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

D. Submittal Procedures

1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto; and

d. CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or

*See Supplementary Conditions

Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal.

3. At the time of each submittal, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

E. ENGINEER's Review

1. ENGINEER will timely review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER. ENGINEER's review and approval will be only to determine if the items covered by the submittals

6.20 Indemnification

A. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage:

1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and

2. is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.

B. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of CONTRACTOR under paragraph 6.20.A shall not extend to the liability of ENGINEER and ENGINEER's Consultants or to the officers, directors, partners, employees, agents, and

other consultants and subcontractors of each and any of them arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

ARTICLE 7 - OTHER WORK

7.01 Related Work at Site

A. OWNER may perform other work related to the Project at the Site by OWNER's employees, or let other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to CONTRACTOR prior to starting any such other work; and

2. if OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in paragraph 10.05.

B. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the other work with OWNER's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of

8.09 *Limitations on OWNER's Responsibilities*

A. The OWNER shall not supervise, direct, or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. OWNER's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *OWNER'S Representative*

A. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and will not be changed without written consent of OWNER and ENGINEER.

9.02 *Visits to Site*

A. ENGINEER will make visits to the Site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and

observations, ENGINEER, for the benefit of OWNER, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work.

B. ENGINEER's visits and observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.10, and particularly, but without limitation, during or as a result of ENGINEER's visits or observations of CONTRACTOR's Work. ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work.

9.03* *Project Representative*

A. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more extensive observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.10 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the Site who is not ENGINEER's Consultant, agent or employee,

*See Supplementary Conditions

the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Clarifications and Interpretations*

A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Docu-

authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by ENGINEER shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

C. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this paragraph 9.10 shall also apply to ENGINEER's Consultants, Resident Project Representative, and assistants. See Article 18.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the

applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If OWNER and CONTRACTOR are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in paragraph 3.04, except in the case of an emergency as provided in paragraph 6.16 or in the case of uncovering Work as provided in paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

1. changes in the Work which are: (i) ordered by OWNER pursuant to paragraph 10.01.A, (ii) required because of acceptance of defective Work under paragraph 13.08.A or OWNER's correction of defective Work under paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.18.A.

shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by OWNER.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

3. Payments made by CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER, who will then determine, with the advice of ENGINEER, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in this paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of

CONTRACTOR's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of CONTRACTOR.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee.

Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER subject to the provisions of paragraph 9.08.

B. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

C. OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Price in accordance with paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE;
CHANGE OF CONTRACT TIMES

12.01* *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B.* The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in paragraph 11.01) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 12.01.C).

C. *CONTRACTOR's Fee*: The CONTRACTOR's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under paragraphs 11.01.A.1 and 11.01.A.2, the CONTRACTOR's fee shall be 15 percent;

owners or other contractors performing other work as contemplated by Article 7.

B. Nothing in this paragraph 12.06 bars a change in Contract Price pursuant to this Article 12 to compensate CONTRACTOR due to delay, interference, or disruption directly attributable to actions or inactions of OWNER or anyone for whom OWNER is responsible.

ARTICLE 13 - TESTS AND INSPECTIONS;
CORRECTION, REMOVAL OR ACCEPTANCE OF
DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which OWNER or ENGINEER has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02* *Access to Work*

A. OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's Site safety procedures and programs so that they may comply therewith as applicable.

13.03* *Tests and Inspections*

A. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B.* OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04.B shall be paid as provided in said paragraph 13.04.B; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish ENGINEER the required certificates of inspection or approval.

D. CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to OWNER and ENGINEER.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by CONTRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation.

F. Uncovering Work as provided in paragraph 13.03.E shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

B. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as ENGINEER may require, that portion of the Work in

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

D. CONTRACTOR's obligations under this paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER's recommendation of final payment, ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by CONTRACTOR pursuant to this sentence. If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

13.09 *OWNER May Correct Defective Work*

A. If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.06.A, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice

to CONTRACTOR, correct and remedy any such deficiency.

B. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors, and ENGINEER and ENGINEER's Consultants access to the Site to enable OWNER to exercise the rights and remedies under this paragraph.

C. All Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by OWNER in exercising the rights and remedies under this paragraph 13.09 will be charged against CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, OWNER may make a Claim therefor as provided in paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CONTRACTOR's defective Work.

D. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies under this paragraph 13.09.

that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

4. Neither ENGINEER's review of CONTRACTOR's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment, including final payment, will impose responsibility on ENGINEER to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR's failure to comply with Laws and Regulations applicable to CONTRACTOR's performance of the Work. Additionally, said review or recommendation will not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to OWNER free and clear of any Liens.

5. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.02.B.2. ENGINEER may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Written Amendment or Change Orders;

c. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.09; or

d. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.A.

C. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER to CONTRACTOR.

D. *Reduction in Payment*

1. OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

a. claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens;

c. there are other items entitling OWNER to a set-off against the amount recommended; or

d. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.02.B.5.a through 14.02.B.5.c or paragraph 15.02.A.

2. If OWNER refuses to make payment of the full amount recommended by ENGINEER, OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. OWNER shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

3. If it is subsequently determined that OWNER's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by paragraph 14.02.C.1.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will promptly make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment*

1. After CONTRACTOR has, in the opinion of ENGINEER, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in paragraph 14.07.A.2 and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other

indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

B. *Review of Application and Acceptance*

1. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application for Payment to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, ENGINEER will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due*

1. Thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.

14.08 *Final Completion Delayed*

A. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not

C. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.03 *OWNER May Terminate For Convenience*

A. Upon seven days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *CONTRACTOR May Stop Work or Terminate*

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or OWNER fails for 30 days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon

seven days written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within 30 days after it is submitted, or OWNER has failed for 30 days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may, seven days after written notice to OWNER and ENGINEER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

ARTICLE 16 - DISPUTE RESOLUTION*

16.01 *Methods and Procedures*

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 17 - MISCELLANEOUS*

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to

SUPPLEMENTAL GENERAL CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 Edition) and other provisions of the Contract Documents as indicated below. All provisions, which are not so amended or supplemental, remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

SC-6.10 Delete paragraph 6.10 in its entirety and insert the following in its place:

The owner qualifies for the state and local tax exemption in the purchase of certain materials and equipment the Contractor shall utilize the form provided herewith in exhibit "D".

SC-11.01 Delete paragraph 11.01 in its entirety.

SC-11.02 Delete paragraph 11.02 in its entirety.

SC-12.01B.25 & B.3. Delete paragraph 12.01B.2 & B.3 in its entirety.

SC-12.01.C.2 Delete paragraph 12.01.C.2 in its entirety.

SC Article 14.02 C.1 Replace "Ten days" with "Thirty days" to read as follows: Thirty days after presentation of the Application for Payment to OWNER with ENGINEER'S recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER TO CONTRACTOR.

SC Article 16 Add the following language at the end of the paragraph of Article 16:

There are no dispute resolution methods and procedures set forth in the Supplemental Conditions:

GENERAL PREVAILING WAGE LEGAL REQUIREMENTS

The Contractor's attention is called to Texas Government Code Chapter 2258, which must be complied with attached herewith as Exhibit "C"

ITEM 247. Flexible Base

Flexible Base Type E will be composed of caliche (argillaceous Limestone, calcareous or calcareous clay particles) and may contain stone, conglomerate, gravel, sand or granular materials when these materials are in situ with the caliche.

Blended material for Flexible Base TY E GR 4

The Contractor may blend base material with another caliche source or with crushed concrete, meeting the requirements for TY "E" materials, provided a minimum of 50% caliche is used. The crushed concrete may contain sand or granular materials. Stabilizing additives will not be allowed in the raw crushed concrete base. Acceptance will be under the following conditions:

Condition One (1): When both components of the blend in their individual stockpiles meet all the physical requirements of this Item, then field blending will be allowed.

Condition Two (2): When only one component of the blend passes the physical requirements of this Item, the materials shall be blended through a plant for stockpile testing and approval.

Flexible Base (TY E GR 4) shall conform to the following requirements:

BEFORE LIME IS ADDED

Retained on Sq. Sieve	Percent Retained
2"	0
½"	20-60
No. 4	40-75
No. 40	70-90
Max. PI:	15
Max. Wet Ball PI:	15
Wet Ball Mill Max Amount:	50
Min. Comp. Strength PSI:	150 at 15 PSI lateral pressure
Triaxial Test	Tex-117-E

The Wet Ball Test (Tex-116-E) shall be run and the Plasticity Index of the material passing the No. 40 sieve shall be determined (Wet Ball PI).

After 1% lime (laboratory) is added to unlimed material

Max PI	12
Min. Comp. Strength PSI:	180 at 15 PSI Lateral Pressure
Triaxial Test (Lime Treated)	Tex-121-E

TECHNICAL SPECIFICATIONS

<u>ITEM</u>	<u>DESCRIPTION</u>
Item 247	Flexible Base
Item 340	Hot Mix Asphaltic Concrete Pavement
Item 400	Excavation and Backfill for Structures
Item 402	Trench Excavation Protection
Item 464	Reinforced Concrete Pipe
Item 479	Adjusting Manholes and Inlets
Item 502	Barricades, Signs and Traffic Handling
Item 529	Concrete Curb, Gutter, and Combined Curb and Gutter
Item 530	Driveways and Turnouts
Item 5010	Construction Exists
Item 5249	Temporary Sediment Control Fence

- a. **Type A.** Crushed stone produced and graded from oversize quarried aggregate that originates from a single, naturally occurring source. Do not use gravel or multiple sources.
 - b. **Type B.** Crushed or uncrushed gravel. Blending of 2 or more sources is allowed.
 - c. **Type C.** Crushed gravel with a minimum of 60% of the particles retained on a No. 4 sieve with 2 or more crushed faces as determined by Tex-460-A, Part I. Blending of 2 or more sources is allowed.
 - d. **Type D.** Type A material or crushed concrete. Crushed concrete containing gravel will be considered Type D material. Crushed concrete must meet the requirements in Section 247.2.A.3.b, "Recycled Material (Including Crushed Concrete) Requirements," and be managed in a way to provide for uniform quality. The Engineer may require separate dedicated stockpiles in order to verify compliance.
 - e. **Type E.** As shown on the plans.
3. **Recycled Material.** Recycled asphalt pavement (RAP) and other recycled materials may be used when shown on the plans. Request approval to blend 2 or more sources of recycled materials.
- a. **Limits on Percentage.** When RAP is allowed, do not exceed 20% RAP by weight unless otherwise shown on the plans. The percentage limitations for other recycled materials will be as shown on the plans.
 - b. **Recycled Material (Including Crushed Concrete) Requirements.**
 - (1) **Contractor Furnished Recycled Materials.** When the Contractor furnishes the recycled materials, including crushed concrete, the final product will be subject to the requirements of Table 1 for the grade specified. Certify compliance with DMS-11000, "Evaluating and Using Nonhazardous Recyclable Materials Guidelines," for Contractor furnished recycled materials. In addition, recycled materials must be free from reinforcing steel and other objectionable material and have at most 1.5% deleterious material when tested in accordance with Tex-413-A. For RAP, do not exceed a maximum percent loss from decantation of 5.0% when tested in accordance with Tex-406-A. Test RAP without removing the asphalt.
 - (2) **Department Furnished Required Recycled Materials.** When the Department furnishes and requires the use of recycled materials, unless otherwise shown on the plans:
 - Department required recycled material will not be subject to the requirements in Table 1,
 - Contractor furnished materials are subject to the requirements in Table 1 and this Item,
 - the final product, blended, will be subject to the requirements in Table 1, and
 - for final product, unblended (100% Department furnished required recycled material), the liquid limit, plasticity index, wet ball mill, classification, and compressive strength is waived.Crush Department-furnished RAP so that 100% passes the 2 in. sieve. The Contractor is responsible for uniformly blending to meet the percentage required.
 - (3) **Department Furnished and Allowed Recycled Materials.** When the Department furnishes and allows the use of recycled materials or allows the Contractor to furnish recycled materials, the final blended product is subject to the requirements of Table 1 and the plans.
 - c. **Recycled Material Sources.** Department-owned recycled material is available to the Contractor only when shown on the plans. Return unused Department-owned recycled materials to the Department stockpile location designated by the Engineer unless otherwise shown on the plans.

The use of Contractor-owned recycled materials is allowed when shown on the plans. Contractor-owned surplus recycled materials remain the property of the Contractor. Remove Contractor-owned recycled materials from the project and dispose of them in accordance with federal, state, and local regulations before project acceptance. Do not intermingle Contractor-owned recycled material with Department-owned recycled material unless approved by the Engineer.
- B. **Water.** Furnish water free of industrial wastes and other objectionable matter.
- C. **Material Sources.** When non-commercial sources are used, expose the vertical faces of all strata of material proposed for use. Secure and process the material by successive vertical cuts extending through all exposed strata, when directed.

- D. Finishing.** After completing compaction, clip, skin, or tight-blade the surface with a maintainer or subgrade trimmer to a depth of approximately 1/4 in. Remove loosened material and dispose of it at an approved location. Seal the clipped surface immediately by rolling with a pneumatic tire roller until a smooth surface is attained. Add small increments of water as needed during rolling. Shape and maintain the course and surface in conformity with the typical sections, lines, and grades as shown on the plans or as directed.

In areas where surfacing is to be placed, correct grade deviations greater than 1/4 in. in 16 ft. measured longitudinally or greater than 1/4 in. over the entire width of the cross-section. Correct by loosening, adding, or removing material. Reshape and recompact in accordance with Section 247.4.C, "Compaction."

- E. Curing.** Cure the finished section until the moisture content is at least 2 percentage points below optimum or as directed before applying the next successive course or prime coat.

247.5. Measurement. Flexible base will be measured as follows:

- **Flexible Base (Complete In Place).** The ton, square yard, or any cubic yard method.
- **Flexible Base (Roadway Delivery).** The ton or cubic yard in vehicle.
- **Flexible Base (Stockpile Delivery).** The ton, cubic yard in vehicle, or cubic yard in stockpile.

Measurement by the cubic yard in final position and square yard is a plans quantity measurement. The quantity to be paid for is the quantity shown in the proposal unless modified by Article 9.2, "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

Measurement is further defined for payment as follows.

- A. Cubic Yard in Vehicle.** By the cubic yard in vehicles of uniform capacity at the point of delivery.
- B. Cubic Yard in Stockpile.** By the cubic yard in the final stockpile position by the method of average end areas.
- C. Cubic Yard in Final Position.** By the cubic yard in the completed and accepted final position. The volume of base course is computed in place by the method of average end areas between the original subgrade or existing base surfaces and the lines, grades, and slopes of the accepted base course as shown on the plans.
- D. Square Yard.** By the square yard of surface area in the completed and accepted final position. The surface area of the base course is based on the width of flexible base as shown on the plans.
- E. Ton.** By the ton of dry weight in vehicles as delivered. The dry weight is determined by deducting the weight of the moisture in the material at the time of weighing from the gross weight of the material. The Engineer will determine the moisture content in the material in accordance with Tex-103-E from samples taken at the time of weighing.

When material is measured in trucks, the weight of the material will be determined on certified scales, or the Contractor must provide a set of standard platform truck scales at a location approved by the Engineer. Scales must conform to the requirements of Item 520, "Weighing and Measuring Equipment."

247.6. Payment. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for the types of work shown below. No additional payment will be made for thickness or width exceeding that shown on the typical section or provided on the plans for cubic yard in the final position or square yard measurement.

Sprinkling and rolling, except proof rolling, will not be paid for directly but will be subsidiary to this Item unless otherwise shown on the plans. When proof rolling is shown on the plans or directed, it will be paid for in accordance with Item 216, "Proof Rolling."

Where subgrade is constructed under this Contract, correction of soft spots in the subgrade will be at the Contractor's expense. Where subgrade is not constructed under this project, correction of soft spots in the subgrade will be paid in accordance with pertinent Items or Article 4.2, "Changes in the Work."

- A. Flexible Base (Complete In Place).** Payment will be made for the type and grade specified. For cubic yard measurement, "In Vehicle," "In Stockpile," or "In Final Position" will be specified. For square yard measurement, a depth will be specified. This price is full compensation for furnishing materials, temporary stockpiling, assistance provided in stockpile sampling and operations to level stockpiles for measurement, loading, hauling, delivery of materials, spreading, blading, mixing, shaping, placing, compacting, reworking, finishing, correcting locations where thickness is deficient, curing, furnishing scales and labor for weighing and measuring, and equipment, labor, tools, and incidentals.

SPECIFICATION AS PER HIDALGO COUNTY For Colonia Program

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Hot Mix Asphaltic Concrete Pavement

PART 1 - GENERAL

1.01 DESCRIPTION:

- A. Hot mix asphalt concrete (HMAC) pavement shall consist of a binder course, a leveling up course, a surface course or a combination of the courses as shown on the plans, or as directed by the ENGINEER.
- B. HMAC pavement shall be composed of a compacted mixture of mineral aggregate and asphaltic material, constructed on previously completed and approved subgrade, subbase course, base course, or existing pavement.
- C. HMAC pavement shall be in accordance with the specifications herein and in conformity with the lines, grades, quantities and typical sections in the contract and/or as directed by the ENGINEER.

1.02 QUALITY CONTROL:

- A. HMAC pavement and its constituent part shall conform to the ASTM, AASHTO and/or Texas SDHPT test methods noted below.

PART 2 - PRODUCTS

2.01 ASPHALTIC MATERIALS:

- A. Asphalt cement binders shall be uncracked petroleum asphalt and shall be carefully refined, by steam, vacuum, or solvent, from asphaltic or semi-asphaltic base crude petroleum at a temperature not to exceed 700 degrees F. Asphalt cements shall be free from thermal decomposition products and shall not be blended with any materials which have been subjected to cracking or produced from a crude petroleum source other than that of the original material. The asphalt cement shall not contain residues from non-asphaltic sources. Asphalt cement shall be homogeneous, free from water, and shall not foam when heated to 347 degrees F.
- B. Paving asphalt shall be classified by penetration or viscosity and shall conform to the requirements set forth in one of the following tables as designated by the ENGINEER. The CONTRACTOR may supply asphalt meeting the requirements of one of the following tables provided that he obtains prior approval of the ENGINEER and with the provision that once approval has been obtained, that the CONTRACTOR will remain with that grade throughout the project.

TABLE 02612-1

Specification Designation	AASHTO Test Method	ASTM Test Method	40 to 50	60 to 70	85 to 100	120 to 150	150 to 200	200 to 250
Flash Point (Open cup) Min.	T48	D92	450	450	450	425	350	
Penetration of Orig. Sample at 77	T49	D5	40 to 50	60 to 70	85 to 100	120 to 150	150 to 200	200 to 250

cm/min., cms	-- -- --	100	-- --
Solubility in Trichloroethylene, %	99.0	-- 99.0	-- 99.0 --
Spot Test on Original OA	Neg.	Neg.	Neg.
Float Test at 122 F, sec	-- -- -- --	120	150
Test on 85 to 115 Pen. Residue*			
Residue by Wt., %	-- -- -- --	75	--
Ductility, 77 F, 5 cm/min:			
Original Res., cms	-- -- -- --	100	--
Subjected to Thin Film Test, cms	-- -- -- --	100	--

*Determined by Vacuum Distillation (by evaporation if unable to reduce by vacuum).

**For use with Latex Additive only.

TABLE 02612-3

PROPERTIES	AC-1.5		AC-3		AC-5		AC-10		AC-20		AC-20	
	MIN	MAX	MIN	MAX	MIN	MAX	MIN	MAX	MIN	MAX	MIN	MAX
Viscosity, 140F Stokes	150	50	300	100	500	100	1000	200	2000	400	4000	800
Viscosity, 275 F stokes.	0.7	--	1.1	--	1.4	--	1.9	--	2.5	--	3.5	--
Penetration, 77 F 100 g, 5 sec. .	250	--	210	--	135	--	85	--	55	--	35	--
Flash Point, C.O.C.,F.	425	--	425	--	425	--	450	--	450	--	450	--
Solubility in trichloroethylene, percent.	99.0	--	99.0	--	99.0	--	99.0	--	99.0	--	99.0	--
Test on residues from thin film oven test:												
Viscosity, 140F stokes.	--	450	--	900	1500	--	3000	--	6000	--	--	12000
Ductility, 77 F, 5 cms per min, cms	100	--	100	--	100	--	70	--	50	--	30	--
Spot test.	Negative for all grades											

C. A minimum of two percent, by weight, latex additive (solids basis) shall be added to the OA-175 Asphalt or to AC-5 Asphalt when specified in the contract. The latex additive shall be governed by the following specifications:

2.02 AGGREGATES:

A. HMAC aggregate will be tested in accordance with the following test:

- AASHTO T-30 Mechanic Testing
- AASHTO T-27 Passing No. 200 Sieve
- AASHTO T-89 Liquid Limit
- AASHTO T-96 Los Angeles Abrasion
- AASHTO T-104 Soundness (Magnesium Sulfate)
- ASTM C - 131 Resistance to Degradation
- ASTM C - 136 Sieve Analysis
- ASTM C - 2419 Sand Equivalence Value
- SDHPT Tex - 106-EMethod of Calculating Plasticity Index of Solids
- SDHPT Tex-217 - F(I & II) Determination of Deleterious Materials and Decantation Test
- SDHPT Tex-203 - FQuality Tests for Mineral Aggregates

- B. Aggregates shall have an abrasion of not more than 40 for all course except the non-skid surface course, which shall have an abrasion of not more than 35.
- C. When property proportioned, HMAC aggregate shall produce a gradation which will conform to the limitations for classification for HMAC type shown below, or as directed by the ENGINEER.
- D. Course aggregate to be crushed limestone rock or crushed gravel with hydrated lime or limestone filler. (Crushed gravel shall be per Highway Department Specifications.)
- E. Binder aggregate to be composed of not less than 15% field sand or as directed by the engineer.

4. Type "D" - Fine Graded Surface Course

Percent Aggregate by
Weight or Volume

Passing 1/2" sieve	to 100
Passing 3/8" sieve	85 to 100
Passing 3/8" sieve, retained on No.4 sieve	21 to 53
Passing No.4 sieve, retained on No.10 sieve	11 to 32
Total retained on No.10 sieve	54 to 74
Passing No.10 sieve, retained on No.40sieve	6 to 32
Passing No.40 sieve, retained on No.80sieve	4 to 27
Passing No.80 sieve,retained on No.200sieve	3 to 27
Passing No.200 sieve	1 to 8

2.03 PRIME COAT:

A. Prime coat, when specified on the plans, or as directed by the ENGINEER, shall be in accordance with Section 02610 - Prime Coat, and as specified herein.

greater area shall be treated in any one day than will be covered by the asphalt concrete during the same day. Traffic will not be permitted over tack coating.

- B. Tack coat for HMAC shall consist of either rapid curing cut-back asphalt RC-2 diluted by addition of (not to exceed 15 percent by volume) an approved grade of gasoline and/or kerosene; emulsified asphalt, EA-11M diluted with 50 percent water, or a cut-back asphalt made by combining 50 to 70 percent of the asphaltic materials specified for the paving mixture with 30 to 50 percent gasoline and/or kerosene by volume.
- C. Tack coat shall conform to the requirements of Section 02620 - Tack Coat, or as specified herein.
- D. Application rate shall be 0.10 to 0.15 gallons per square yard as directed by the ENGINEER.
- E. A similar tack coat shall be applied to the surface of any course if, in the opinion of the ENGINEER, the surface is such that a satisfactory bond cannot be obtained between it and the succeeding course.
- F. When required, the contact surfaces of all cold pavement joints, curbs, gutters, manholes, and the like shall be painted with a tack coat immediately before the adjoining asphalt concrete is placed. Asphalt tack coat shall be applied in controlled amounts as shown on the plans or determined by the ENGINEER. Surfaces where a tack coat is required shall be cleaned to the satisfaction of the ENGINEER before the tack coat is applied.

2.05 MINERAL FILLER:

- A. Mineral filler, other than hydrated lime, shall consist of a thoroughly dry stone dust, portland cement or other mineral dust approved by the ENGINEER.
- B. The mineral filler shall be free from foreign or other deleterious matter.
- C. When tested by the method outlined in SDHPT Test Method Tex-200-F (Part 1 or 3), mineral filler shall meet the following gradations by weight:

Passing No. 30 Sieve	95-100%
Passing No. 80 Sieve	75%
Passing No. 200 Sieve	55%

2.06 Anti-Stripping compound, as required in the job mix formula, shall be furnished in the amounts calculated therein. Lime 1% by wt. of aggregate.

2.07 JOB MIX FORMULA:

- A. A job mix formula based on representative samples, including filler if required, shall be determined by the ENGINEER, or submitted by the CONTRACTOR for approval of the ENGINEER.
- B. The resultant job mix formula shall be within the master range for the specified type of HMAC.
- C. The job mix formula for each mixture shall established a single percentage of aggregate passing each required sieve size, and a single percentage of bituminous material to be added to the aggregate and shall provide for 3 to 5% air voids in the resultant design mix.

During the mix design process the ENGINEER will consider other factors, in addition to air voids and Marshall stability, such as durability, water resistance and asphalt film thickness when developing the mix design.

- D. After the job mix formula is established, mixtures for the project shall conform thereto within the following tolerances which may fall outside of the specified master range:

.....Percent by Weight or
.....Volume as Applicable

- D. No tack coat or asphaltic mixture shall be placed when the humidity, general weather conditions and temperature and moisture condition of the base, in the opinion of the ENGINEER, are unsuitable.
- D. If, after being discharged from the mixer and prior to placing, the temperature of the asphaltic mixture is 50 F or more below the temperature established by the ENGINEER, all or any part of the load may be rejected and payment will not be made for the rejected material.

3.02 EQUIPMENT:

A. Hauling Equipment:

1. Trucks used for hauling asphaltic mixtures shall have tight, clean, smooth metal beds which have been thinly coated with a minimal amount of paraffin oil, lime slurry, tine solution or other approved material to prevent mixture adhesion to the bed.
2. The dispatching of hauling equipment shall be arranged so that all material delivered may be placed and all rolling completed during daylight hours, unless otherwise directed by the ENGINEER.
3. All trucks shall be equipped with a cover of canvas, or other suitable material to protect the mixture from weather or on hauls where the temperature of the mixture will fall below specified level. Use of covers will be as directed by the ENGINEER.

B. Rollers:

1. Pneumatic Tire Roller. This roller shall consist of not less than seven pneumatic tire wheels, running on axles in such manner that the rear group of tires shall cover the entire gap between adjacent tires of the forward group; mounted in a rigid frame; and provided with a loading platform or body suitable for ballast loading. The front axle shall be attached to the frame in such manner that the roller may be turned within a minimum circle. The tire shall afford surface contact pressures up to 90 pounds per square inch or more. The roller shall be so constructed as to operate in both a forward and a reverse direction with suitable provisions for moistening the surface of the tires while suitable provisions for moistening the surface of the tires while operating; and shall be approved by the ENGINEER.
2. Two Axle Tandem Roller. This roller shall be acceptable power-driven, steel-wheel, tandem roller weighing not less than eight tons. It must operate in forward and reverse directions; contain provision for moistening the surface of the wheels while in motion; and shall be approved by the ENGINEER.
3. Three Wheel Roller. This roller shall be an acceptable power-driven, all steel three wheel roller weighing not less than 10 tons. It must operate in forward and reverse directions; contain provisions for moistening the surface of the wheel while in motion; and shall be approved by the ENGINEER.
4. Vibratory Steel Wheel Roller. If approved for use by the OWNER, this roller shall have a minimum weight of six tons. The compactor shall be equipped with amplitude and frequency controls and shall be specifically designed to compact the material on which it is used. It shall be operated in accordance with the manufacturer's recommendations.

C. Straight Edges:

1. The CONTRACTOR shall provide an acceptable 16-foot straight-edges for surface testing. Satisfactory templates shall be provided as required by the ENGINEER.

D. Spreading and Finishing Machine:

7. When dumping directly into the paving machine from trucks, care shall be taken to avoid jarring the machine or moving it out of alignment.
8. All courses of asphaltic concrete shall be placed and finished by means of self-propelled paving machines except under certain conditions or at certain locations where the ENGINEER deems the use of self-propelled paving machines impracticable.
9. Self-propelled paving machines shall spread the asphaltic concrete without segregation or tearing within the specified tolerances, true to the line, grade, and crown indicated on the plans. Pavers shall be equipped with hoppers and augers which will place the asphaltic concrete evenly in front of adjustable screeds without segregation. Screeds shall include any strike-off device operated by tamping or vibrating action which is effective without tearing, shoving or gouging the asphaltic concrete and which produces a finished surface of an even and uniform texture for the full width being paved. Screeds shall be adjustable as to height and crown and shall be equipped with a controlled heating device for use when required.
10. On areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impracticable, the mixture shall be spread, raked, fluted and compacted with hand tools. For such areas the mixture shall be dumped, spread and screed to give the required compacted thickness.

B. Compaction:

1. Rolling with the 3-wheel and tandem roller shall start longitudinally at the sides and proceed toward the center of the surface course, overlapping on successive trips by at least half the width of the rear wheels.
2. Alternate trips of the roller shall be slightly different in length.
3. Rolling with a pneumatic tired roller shall be as directed by the ENGINEER.
4. Rolling shall continue with no further compression can be obtained and all roller marks are eliminated.
5. The motion of the roller shall be slow enough at all times to avoid displacement of asphaltic materials. If displacement occurs, it shall be corrected immediately by use of rakes and fresh asphaltic mixtures, where required.
6. The roller shall not be allowed to stand on the surface course when it has not been fully compacted and allowed to cool.
7. To prevent adhesion of the surface course to the roller, the wheels shall be kept thoroughly moistened with water, however, excess water shall not be allowed.
8. All precautions shall be taken to prevent dripping of gasoline, oil, grease, or other foreign substances on the surface or base courses during rolling operations or while rollers are standing.
9. With the approval of the ENGINEER, a vibratory steel wheeled roller may be substituted for the 3-wheel roller and tandem roller.
10. Along forms, curbs, headers, walls and other places not accessible to the rollers, the mixture shall be thoroughly compacted with hot hand tampers, smoothing irons, or with mechanical tampers. On depressed areas, a trench roller may be used or cleated compression strips may be used under the roller to transmit compression to the depressed area.
11. Any mixture that becomes loose, broken, mixed with dirt, segregated, or is in any way defective shall be removed and replaced with fresh hot bituminous mixture, which shall be compacted to conform with the surrounding area. Any area showing excess or deficiency of bituminous material shall be corrected immediately as directed by the ENGINEER.

1. Upon completion, the pavement shall be true to grade and cross section. Except at intersections or any changes of grade, when a 16 foot straight edge is laid on the finished surface parallel to the centerline of the roadway, the surface shall not vary from the edge of the straight edge more than 1/16-inch per foot. Areas that are not within this tolerance shall be brought to grade immediately following the initial rolling. After the completion of final rolling, the smoothness of the course shall be checked, and the irregularities that exceed the specified tolerances or that retain water on the surface shall be corrected by removing the defective work and replacing with new material as directed by the ENGINEER at the expense of the CONTRACTOR.

F. Manholes and Valve Covers:

1. Manhole frames and valve covers shall be adjusted prior to placing the surface course.

G. Compacted Thickness of HMAC Surface and Base Courses:

1. Surface Courses. The compacted thickness or depth of the asphaltic concrete surface course shall be as shown on the plans. Where the plans require a depth or thickness of the surface course greater than two inches compacted depth, same shall be placed in multiple courses of equal depth, each of which shall not exceed two inches compacted depth. If, in the opinion of the ENGINEER, an additional tack coat is considered necessary between any of the multiple courses, it shall be applied at the rate as directed.
2. Base Courses. The compacted thickness or depth of each base course shall be as shown on the plans. Where the plans require a depth or thickness of the course greater than 4 inches, same shall be accomplished by constructing multiple lifts of approximately equal depth, each of which shall not exceed these maximum compacted depths. If, in the opinion of the ENGINEER, an additional tack coat is considered necessary between any of the multiple lifts, it shall be applied as hereinbefore specified and at the rate as directed.

H. Pavement Thickness Tests:

1. Pavement Thickness Test. Upon completion of the work and before final acceptance and final payment shall be made, pavement thickness test shall be made by the ENGINEER or his authorized representative unless otherwise specified in the special provisions or in the plans. The number and location of tests shall be at the discretion of the ENGINEER. The cost for the initial pavement thickness test shall be at the expense of the ENGINEER. In the event a deficiency in the thickness of pavement is revealed during normal testing operations, subsequent tests necessary to isolate the deficiency shall be at the CONTRACTOR's expense. The cost for the additional coring test shall be at the same rate charged by commercial laboratories.

I. Roadway Density

1. Roadway density shall meet requirements as outlined in the follows. One density test will be taken every 1000' which ever is less or as directed by the Engineer. The density shall be within the limits of max 98% and min 91%. The QC/QA target density will be 96%. If the first density test fails and additional four will be taken as directed by the Engineer. When the average of five densities tests results fail to meet the specification the asphalt shall be removed and replaced to meet specification requirements as ordered by the ENGINEER.

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Highway: VARIOUS SUBDIVISIONS

ITEM 400

EXCAVATION AND BACKFILL FOR STRUCTURES

400.1. Description. This Item shall govern for the excavation, bedding, backfill and/or portland cement stabilized backfill required for the construction of all structures, except drilled shafts. This Item shall also govern for any necessary sloping, pumping or bailing, for drainage, and for all sheeting and bracing of excavation walls up to five (5) feet in depth. Excavation greater than five (5) feet in depth shall be protected as specified in Item 402, "Trench Excavation Protection" or Item 403, "Temporary Special Shoring." Unless otherwise provided, the work included herein shall provide for the removal of old structures or portions thereof (abutments, wingwalls, piers, house foundations, old sewers, sewer appurtenances, etc.), trees and all other obstructions to the proposed construction, the blocking of the ends of abandoned sewers cut and left in place, and the protection of existing utilities. Also governed by this Item are the cutting and restoration of pavement and base courses, the construction and removal of any required cofferdams, the hauling and disposition of surplus materials and the bridging of trenches and other provisions for maintenance of traffic or access.

400.2. Excavation.

(1) General. Excavation shall conform to the lines and grades shown on the plans or as directed by the Engineer.

When trench and/or negative projecting conditions for concrete pipe culverts are required by design, an excavation diagram will be shown on the plans. These limits of excavation shall not be exceeded.

(a) Disposal of Excavation. All materials from excavation operations not required for backfilling and that are considered satisfactory, may be placed in embankment in accordance with Item 132, "Embankment." All excess material or material not satisfactory for use in embankment will become the property of the Contractor. All surplus material shall be removed from the work site promptly following the completion of the portion of the structure involved and disposed of in a manner satisfactory to the Engineer.

Whenever excavation is made for installing structures across private property or beyond the limits of the embankment, the top soil removed in the excavation shall be kept separate and replaced, as nearly as feasible, in its original position, and the entire area involved in the construction operations shall be restored to a condition acceptable to the Engineer.

(b) Excavation in Streets. Where structures are installed in streets, highways or other paved areas, the work shall include the cutting of pavement and base to neat lines and the restoration of pavement structure after structural excavation and backfill are completed. The type and thickness of replacement materials shall be as shown on the plans. Any work done or any damage to base and/or pavement incurred outside the limits shown on the plans or authorized by the Engineer, will not be measured for payment, but shall be restored at the Contractor's expense.

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place structures, a special material shall be used in the bottom of the excavation. Such special material shall be a minimum depth of three (3) inches and shall consist of a lean concrete mixture (not less than three (3) sacks of cement per cubic yard), or other material approved by the Engineer.

(2) Bridge Foundations and Retaining Walls. To determine the adequacy of a proposed foundation, the Engineer may require the Contractor to make soundings or take cores to determine the character of the subgrade materials. The maximum depth of soundings or cores will not exceed five (5) feet below the proposed footing grade.

Care shall be taken not to disturb the material below the bottom of footing grade. Backfilling in a foundation to compensate for excavation which has extended below grade will not be permitted. Such areas below grade shall be filled with concrete at the time the footing is placed. The additional concrete involved shall be at the Contractor's expense.

Unless otherwise required herein or on the plans, rock or other hard foundation material shall be free from all loose material, clean, and cut to a firm surface which may be level, stepped, or serrated, as directed by the Engineer. All seams shall be cleaned out and filled with concrete at the time the footing is placed.

When the material encountered at footing grade of a retaining wall, bridge bent or pier is found to be partially of rock or incompressible material and partially of a compressible material, the foundation shall not be placed until the Engineer has inspected the footing and authorized necessary changes to provide a uniform bearing condition.

(3) Culverts. For all single and multiple box culverts, pipe culverts, pipe arch culverts, long span structural plate structures, box sewers, and pipe sewers where the soil encountered at established footing grade is an unstable or incompressible material, the following procedure shall be used unless other methods are called for on the plans:

Unstable material shall be removed to a depth not to exceed two (2) feet below the footing of the structure unless additional depth is authorized by the Engineer. All soil removed shall be replaced with stable material in uniform layers not to exceed eight (8) inches in depth (loose measurement). Each layer shall have sufficient moisture to be compacted by rolling or tamping as required to provide a stable foundation for the structure.

When it is not feasible to construct a stable footing as outlined above, the Contractor shall use special materials, such as flexible base, cement stabilized base, cement stabilized backfill or other material, as directed by the Engineer. This work will be paid for as provided in Article 400.8. Special material used, or additional excavation made, for the Contractor's convenience to expedite the work, will be at the Contractor's expense.

When the material encountered at the footing grade of a structure is found to be rock, partially rock or other incompressible material, the incompressible material shall be removed to a depth of six (6) inches below the footing grade and backfilled

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excavation which has been extended below grade will not be permitted. Such areas below grade shall be filled with concrete at the time the seals or footings are placed. The additional concrete quantities necessary to compensate for excavation below grade shall be at the Contractor's expense.

Unless otherwise provided, cofferdams shall be removed by the Contractor after the completion of the substructure without disturbing or damaging the structure.

400.4. Shaping and Bedding. For precast pipe and box sections, the excavation shall be undercut a minimum depth sufficient to accommodate the class of bedding indicated on the plans and conforming to the bedding requirements of this Item. Where cement stabilized backfill is indicated on the plans, the excavation shall be undercut a minimum of four (4) inches and backfilled with stabilized material to support the pipe at the required grade.

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When the excavation has been made through a hard material resistant to erosion, the Engineer may require the backfill around piers and in front of abutments and wings to be of stone or lean concrete. Unless otherwise provided, such backfill will be measured and paid for as extra work in accordance with Article 4.3.

Embankment which is too close to a structure to permit compaction by the use of the blading and rolling equipment used on adjoining sections of embankment, shall be placed and compacted in accordance with Subarticle 400.5(1). Mechanical tamps or rammers shall be required when the structure being backfilled could sustain damage from other compacting operations.

Care shall be taken to prevent any wedging action of backfill against the structure, and the slopes bounding the excavation shall be stepped or serrated to prevent such action. Backfill placed around piers shall be deposited uniformly.

(3) Pipe. After the bedding and pipes have been installed as required, the selected backfill materials shall be brought to proper moisture condition, placed along both sides of the pipe equally, in uniform layers not exceeding eight (8) inches in depth (loose measurement), and each lift thoroughly compacted mechanically. Special care shall be taken to secure thorough compaction of the materials placed under the haunches of the pipe and to prevent damage or displacement of the pipe. Filling and/or backfilling shall be continued in this manner to the elevation of the top of the pipe. Backfill above the top of the pipe shall be placed and compacted in accordance with Subarticle 400.5(1). During construction, protection of the pipe shall be in accordance with the pertinent pipe item. Pipe damaged by the Contractor during construction shall be replaced at the Contractor's expense or repaired to the satisfaction of the Engineer.

The Engineer may reject any material containing more than 20 percent by weight of material retained on a three (3) inch sieve, or material excavated in such a manner as to produce large lumps not easily broken down or which cannot be spread in loose layers. In general, material excavated by means of a trenching machine will meet the requirements above, provided large stones are not present.

Where sewers extend beyond the toe of slope of the embankment and the depth of cover provided by backfill to the original ground level is less than the minimum required by the specifications for the type of pipe involved, additional material shall be placed and compacted, as herein specified for backfill outside the limits of the roadbed, until this minimum cover has been provided.

400.6. Cement Stabilized Backfill. When shown on the plans, the excavation shall be backfilled to the elevations shown with cement stabilized backfill. Unless otherwise shown on the plans, cement stabilized backfill shall contain aggregate, water and a minimum of seven (7) percent portland cement based on the dry weight of the aggregate, in accordance with Test Method Tex-120-E. Aggregate shall be as shown on the plans or as approved by the Engineer.

Cement stabilized backfill below the top of sewers, manholes, inlets, or other structures shall be placed equally along all sides of the structure so as to prevent strain on or displacement of the structure. Cement stabilized backfill shall be placed in a manner that will completely fill all voids in the trench. Should compaction be required to fill all voids, hand operated tampers may be used.

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(4) If a cofferdam is used, the limitations of Subarticle 400.7.(1) shall apply just as if no cofferdam were used. Excavation quantities for foundations shown on the plans and in the proposal where cofferdams are required shall be considered as final quantities and no further measurement will be made.

(5) Where excavation, in addition to that allowed for the footings, is required for other portions of the structure, such as for the cap, cross strut, or tie beam of a pier or bent or for the superstructure, measurement for such additional excavation will be limited laterally by vertical planes one (1) foot beyond the face of the member and parallel thereto and vertically to a depth of one (1) foot below the bottom of such member.

(6) No measurement will be made of any excavation necessary for placing forms or falsework except as allowed by the above conditions.

(7) At all structure sites except at culverts and trench excavations, the measurement of structural excavation will include only material below or outside the limits of the completed road or channel excavation.

Trench excavation in fill above natural ground, as specified in Subarticle 400.2.(4), will be measured for payment. Quantities will include that area as specified in Subarticle 400.7.(2) plus one (1) foot above the top of the pipe, regardless of the height of fill previously made.

(8) Excavation required for shaping the slopes of header banks which were built by prior contract and upon which riprap is to be placed will be measured as "Structural Excavation, (Riprap)."

(9) For all culverts, except for side road and private entrance culverts, all excavation within the limits of the structure and below or outside the limits of the completed roadway excavation, will be measured as culvert excavation. Where the overall normal width of the culvert is 12 feet or less, measurement will be as "Structural Excavation, Culvert, Small." Where the overall normal width of the culvert exceeds 12 feet, measurement will be as "Structural Excavation, Culvert, Large."

(10) Where excavation diagrams are shown on the plans, they shall take precedence over these provisions.

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Where special materials are not required or specified, payment for the removal and replacement of unstable and/or incompressible material will be made at a price equal to 200 percent of the unit price bid per cubic yard for "Structural Excavation" of the pertinent type. This price shall be full compensation for removing the unstable or incompressible material, furnishing, hauling, placing and compacting suitable replacement material and for all labor, equipment, tools, and incidentals necessary to complete the work.

If no direct method of payment is provided in the contract for culvert excavation and no special materials are required or specified, the removal and replacement of unstable or incompressible material, when such work is authorized by the Engineer, will be measured and paid for at fifteen dollars (\$15.00) per cubic yard.

Should the Engineer deem it necessary to lower a bridge foundation to an elevation below the grade shown on the plans, such over excavation below plan will be paid for as "Structural Excavation" at an adjusted unit price as defined herein. Payment will be made at a unit price equal to 115 percent of the contract unit price bid for all over excavation where the revised footing grade does not vary from plan grade by more than five (5) feet.

Payment will be made at a unit price of 125 percent of the contract unit price bid for all over excavation where the revised grade varies from plan grade by more than five (5) feet but not in excess of 10 feet. In cases where the revised footing grade varies from plan grade by more than 10 feet, a supplemental agreement shall be prepared to establish a unit price with which to make payment for the over excavation.

No direct payment will be made for backfilling around structures. Payment for the backfilling and compacting of areas which were removed as structural excavation shall be included in the unit price bid for "Structural Excavation."

Unless otherwise shown on the plans, structural excavation which has been completed to the satisfaction of the Engineer, but not backfilled, a partial payment of 50 percent of the price bid will be made. The remaining amount will be paid upon the satisfactory completion of the backfilling.

This price shall be full compensation for all excavation, bedding, and backfill including placing, sprinkling and compaction of material; all soundings; cleaning and filling seams; constructing all cofferdams; all dewatering; and for furnishing all materials, hauling, labor, equipment, tools, sheeting and/or bracing of excavations up to and including five (5) feet in depth, pumps, drills, explosives, disposition of surplus material, cutting pavement and base to neat lines; and for incidentals necessary to complete the work, except that protection methods for excavations greater than five (5) feet in depth shall be measured and paid for as required under Item 402, "Trench Excavation Protection" or Item 403, "Temporary Special Shoring."

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ITEM 464

REINFORCED CONCRETE PIPE

464.1.1. Description.

This Item shall govern for furnishing and installing all concrete pipe and materials and for constructing precast concrete pipe culverts or precast concrete sewer mains, laterals, stubs and inlet leads. The pipes shall be of the sizes, strengths and dimensions shown on the plans and shall include all connections to new or existing pipes, sewers, manholes, inlets, headwalls and other appurtenances and jointing materials as may be required to complete the work.

464.2. Materials.

(1) **General.** Except as modified herein, precast reinforced concrete pipe shall conform to the design shown on the plans and to ASTM C76 or C655 for circular pipe; ASTM C506 for arch pipe or ASTM C507 for horizontal elliptical pipe.

All precast concrete pipe shall be machine made or cast by a process which will provide for uniform placement of the concrete in the form and compaction by mechanical devices which will assure a dense concrete. Concrete shall be mixed in a central batch plant or other approved batching facility from which the quality and uniformity of the concrete can be assured. Transit mixed concrete will not be acceptable for use in precast concrete pipe.

Unless otherwise shown on the plans, not more than two (2) holes may be placed in the top section of precast pipe for lifting and placing. The holes may be cast, cut, or drilled in the wall of the pipe. The holes shall not exceed three (3) inches in diameter at the inside surface of the pipe wall. Not more than one (1) longitudinal wire or two (2) circumferential wires may be cut per layer of reinforcing steel when locating lift holes in the pipe wall. After the pipe is in place, lift holes shall be filled with concrete or mortar or precast concrete plugs to the satisfaction of the Engineer.

The Contractor has the option of using portland cement or portland cement plus fly ash. When fly ash is used, then "cement" shall also be defined as "cement plus fly ash". "Cement plus fly ash" shall be composed of portland cement of the type specified and 20 to 35 percent fly ash by absolute volume. Type B fly ash shall not be used when Type II cement is shown on the plans. When portland cement is partially replaced, blended or otherwise modified by a pozzolan, the pozzolan is defined and limited to fly ash conforming to Department Materials Specification D-9-8900, "Fly Ash".

Copies of Departmental Materials Specifications are available from the Texas Department of Transportation, Division of Materials and Tests, 125 East 11th St., Austin, Texas 78701-2483.

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The pipe shall have circular reinforcement and for 30 inch and larger diameters shall have an additional layer of Class III reinforcement, 12 inches long, extending into both the tongue and groove of the joint to within 3/4 inch of the end of the tongue and the groove. The minimum wall thickness shall be wall "B" for the diameter specified, unless special designs are required. The minimum concrete compressive strength for jacking and boring pipe shall be 5000 psi. Variations in the laying length of opposite sides shall not exceed 3/8 inch for pipe diameters 24 inches through 60 inches and 1/2 inch for pipe diameters 66 inches and larger. The maximum joint taper shall be 7 degrees for tongue and groove pipe and 2 degrees for O-ring gasket pipe. Pipe manufactured to these additional requirements shall be marked to identify pipe for jacking and boring.

The plans will provide a summary indicating the locations and length for all pipe. In addition, the diameter, required D-load and/or class for full circle pipe, and/or the design size for pipe arch or elliptical pipe will also be shown.

(3) Physical Test Requirements. The acceptability of the pipe shall be determined by the results of the physical tests outlined herein; by appropriate material tests required in ASTM C76, C506, C507, or C655; by absorption tests on selected samples from the wall of the pipe; and by inspection of the finished pipe to determine its conformance with the required design and its freedom from defects. Three-Edge Bearing tests shall be performed on one (1) pipe for each 100 pipe or fraction thereof of each design or shape, size, class or D-load for the load to produce a 0.01 inch crack and, at the discretion of the Engineer, the pipe may be tested to ultimate load.

As an alternate to the Three-Edge Bearing test, concrete pipe 60 inches in diameter and larger may be accepted on the basis of compressive strength of cores cut from the wall of the pipe. The manufacturer shall furnish facilities and personnel for taking the cores and determining the compressive strength of the samples. Three-Edge Bearing tests and core tests shall be in accordance with ASTM C497.

The manufacturer shall plug and seal coreholes in the pipe wall, after testing, in a manner satisfactory to the Engineer.

(4) Marking. The following information shall be clearly marked on each section of pipe:

- (a) The class or D-load of pipe.
- (b) The date of manufacture.

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(9) Jointing Materials. Unless otherwise specified on the plans the Contractor shall have the option of making the joints using any of the materials described herein. For all jointing materials except mortar, the Contractor shall furnish the Engineer the Manufacturer's Certificate of Compliance.

(a) Mortar. Mortar for joints shall be in accordance with the section, "Jointing", of this Item.

(b) Cold Applied, Plastic Asphalt Sewer Joint Compound. This material shall consist of natural and/or processed asphalt base, suitable volatile solvents and inert filler. The consistency is to be such that the ends of the pipe can be coated with a layer of the compound up to one-half inch thick by means of a trowel. The joint compound shall cure to a firm, stiff plastic condition after application. The material shall be of a uniform mixture and any small separation occurring in the container shall be stirred to a uniform mix before use.

This material shall meet the following requirements when tested in accordance with Test Method Tex-526-C:

Asphalt Base, 100% - % Volatiles - % Ash, % by weight	28-45
Volatiles, 212 F Evaporation, 24 h, % by weight	10-26
Mineral Matter, determined as Ash, % by weight	30-55
Consistency, Cone Penetration, 150 q, 5 sec, 77 F	150-275

(c) Rubber Gaskets. These gaskets shall conform to ASTM C361 or C443. The design of the joints and permissible variations in dimensions shall be in accordance with ASTM C443. The Contractor shall furnish the Engineer the Manufacturer's Certificate of Analysis.

(d) Cold Applied Preformed Plastic Gaskets. Preformed plastic gaskets shall be suitable for sealing joints of tongue and groove concrete pipe. The gasket sealing the joint shall be produced from blends of refined hydrocarbon resins and plasticizing compounds reinforced with inert mineral filler and shall contain no solvents, irritating fumes or obnoxious odors. The gasket joint sealer shall not depend on oxidizing, evaporating, or chemical action for its adhesive or cohesive strength, and shall be supplied in extruded rope-form of suitable cross-section. The size of the plastic gasket joint sealer shall be in accordance with the manufacturer's

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464.3. Construction Methods. The location of private driveway and side road pipe shall be constructed at locations shown on the plans or as directed by the Engineer.

Reinforced concrete pipe culverts and sewers shall be constructed in accordance with the plans and requirements of this Item.

(1) Excavation. All excavation shall be in accordance with the requirements of Item 400, "Excavation and Backfill for Structures", except where tunneling or jacking methods are shown on the plans or permitted by the Engineer.

(2) Shaping and Bedding. Shaping and bedding shall be in accordance with Item 400, "Excavation and Backfill for Structures".

(3) Laying Pipe. Unless otherwise authorized by the Engineer, the laying of pipe on the bedding shall be started at the outlet end with the spigot or tongue end pointing downstream and shall proceed toward the inlet end with the abutting sections properly matched, true to the established lines and grades. Where bell and spigot pipe are used, cross trenches shall be cut in the foundation to allow the barrel of the pipe to rest firmly upon the bedding. These cross trenches shall be not more than two (2) inches larger than the bell ends of the pipe. Proper equipment shall be provided for hoisting and lowering the sections of pipe into the trench without disturbing the bedding and the sides of the trench. The ends of the pipe shall be carefully cleaned before the pipe is placed. As each length of pipe is laid, the mouth of the pipe shall be protected to prevent the entrance of earth or bedding material. The pipe shall be fitted and matched so that when laid in the bed the pipe shall form a smooth, uniform conduit. When elliptical pipe with circular reinforcing or circular pipe with elliptical reinforcing is used, the pipe shall be laid in the trench in such position that the markings "Top" or "Bottom", shall not be more than five (5) degrees from the vertical plane through the longitudinal axis of the pipe.

Multiple installations of reinforced concrete pipe shall be laid with the center lines of individual barrels parallel. Unless otherwise shown on the plans, the following clear distances between outer surfaces of adjacent pipes shall be used.

Diameter 18"	24"	30"	36"	42"	48"	54"	60" to 84"
Clear 0'-9" Distance Between Pipes	0'- 11"	1'- 1"	1'- 3"	1'- 5"	1'- 7"	1'- 11"	2'-0"

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pipe laid with asphalt mastic joints may proceed as soon as the joint has been inspected and approved by the Engineer. Special precautions shall be taken in placing and compacting backfill to avoid damage to the joints.

(c) Joints using Rubber Gaskets shall be made as follows:

Where rubber gasket pipe joints are required by the plans the joint assembly shall be made according to the recommendations of the gasket manufacturer. Water tight joints will be required when using rubber gaskets. Backfilling may begin when approved by the Engineer.

(d) Joints using Cold Applied Preformed Plastic Gaskets shall be made as follows:

Before laying the pipe in the trench, the plastic gasket shall be attached around the tongue or groove near the shoulder or hub of each joint in accordance with the gasket manufacturer's recommendations. The protective wrapper shall be removed and the gasket pressed firmly to the clean, dry surface of the pipe, as recommended by the manufacturer. The joint sealer must be placed in such a manner that no dirt or other deleterious materials will come in contact with the joint sealing material.

After the tongue is correctly aligned with the flare of the groove, the wrapper or wrappers on the gasket shall be removed and the pipe shall be pulled or pushed home with sufficient force to properly seal the joint. Any joint material pushed out into the interior of the pipe that would tend to obstruct the flow shall be removed. (Pipe shall be pulled home in a straight line with all parts of the pipe on line and grade at all times.) Backfilling of pipe laid with plastic gasket joints may proceed as soon as the joint has been inspected and approved by the Engineer. Special precautions shall be taken in placing and compacting backfill to avoid damage to the joints.

When the atmospheric temperature is below 60 F, plastic joint seal gaskets shall either be stored in an area warmed to above 70 F, or artificially warmed to this temperature in a manner satisfactory to the Engineer. Gaskets shall then be applied to pipe joints immediately prior to placing pipe in trench, followed by connection to previously laid pipe.

(5) Connections and Stub Ends. Connections of concrete pipe to existing pipes, pipe sewers or sewer appurtenances shall be as shown on the plan.

The bottom of existing structures shall be mortared or concreted if necessary to eliminate any drainage pockets created by the connections. Any damage to the existing structure resulting from making the connection shall be repaired by the Contractor, to the satisfaction of the Engineer, at the Contractor's expense.

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end treatments shall be measured in accordance with Item 467, "Safety End Treatment". Where spurs or branches, or connections to existing pipe lines are involved, measurement of the spur or new connecting pipe will be made from the intersection of the flow line with the outside surface of the pipe into which it connects. Where inlets, headwalls, catch basins, manholes, junction chambers, or other structures are included in lines of pipe, that length of pipe tying into the structure wall will be included for measurement but no other portion of the structure length or width will be so included.

For multiple pipes, the measured length will be the sum of the lengths of the barrels measured as prescribed above.

This is a plans quantity measurement Item and the quantity to be paid for will be that quantity shown in the proposal and on the "Estimate and Quantity" sheet of the contract plans, except as may be modified by Article 9.8. If no adjustment of quantities is required, additional measurements or calculations will not be required.

464.5. Payment.

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Reinforced Concrete Pipe" and "Reinforced Concrete Pipe (Sewers)" of the size and D-load or class specified; and "Reinforced Concrete Pipe (Arch)", "Reinforced Concrete Pipe (Elliptical)", "Reinforced Concrete Pipe (Arch) (Sewer)", and "Reinforced Concrete Pipe (Elliptical) (Sewer)" of the design specified.

This price shall be full compensation for furnishing, hauling, placing and joining of pipes; for cutting of skews or slopes, for all connections to new or existing structures; for moving and reusing appurtenances where required; for removing and disposing of portions of existing structures as required; and for all labor, tools, equipment and incidentals necessary to complete the work.

Excavation, bedding and backfill will be paid for in accordance with Item 400, "Excavation and Backfill for Structures".

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479.5. Payment. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Adjusting Manholes", "Adjusting Inlets", or "Adjusting Manholes and Inlets". This price shall be full compensation for furnishing all required materials, including backfill as required, excavation, tools, labor, equipment, and incidentals required to complete the work..

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(2) Payment for this Item will begin on the first payable monthly construction estimate after barricades, signs and traffic handling devices have been installed in accordance with the TCP and construction has begun.

(3) Monthly payment will be made each succeeding month for this Item provided the barricades, signs and traffic handling devices have been installed and maintained in accordance with the TCP until the contract amount for Barricades, Signs and Traffic Handling has been paid unless adjusted by paragraph (4).

(4) The quantity under this Item will not exceed the total plan quantity except when additional work is added by an approved field change or extra work order. Also when work is suspended for the convenience of the Department, through no fault of the Contractor, additional quantity may be paid when approved by field change.

(5) An overrun of the plan quantity for this Item will not be allowed for approving designs, testing, material shortages, closed construction seasons, curing periods, test periods, failure to complete the work prior to payment of the amount allowed by (1) and (3) above nor delays caused directly or indirectly by requirements of the contract.

(6) If the contract is completed prior to payment of the amount allowed by (1), (3) and (7), the balance due will be paid on the next monthly estimate cycle after the retainage estimate. When the plans establish pay items for particular work called for in the TCP and/or plans, that work will be measured and paid for under the governing items.

(7) If the Contractor fails, within the time frame established by the Engineer, to provide or properly maintain signs and barricades in compliance with the contract requirements, as determined by the Engineer, the Contractor will be considered in non-compliance with this Item and no payment will be made for this Item for the month(s) in question.

Finish surfaces immediately after extrusion or slipforming.

529.4. Measurement. This Item will be measured by the foot.

529.5. Payment. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Concrete Curb," "Concrete Curb (Mono)," or "Concrete Curb and Gutter" of the type specified. This price is full compensation for surface preparation of base, equipment, labor, materials, tools, and incidentals.

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530.4. Measurement. This Item will be measured by each intersection, driveway, or turnout, or by the square yard of the final pavement surface. When "Intersections, Driveways, and Turnouts" or "Driveways and Turnouts" are bid, measurement will be restricted to the square yard.

530.5. Payment. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Intersections," "Driveways," "Turnouts," "Intersections, Driveways, and Turnouts," or "Driveways and Turnouts" of the surface specified (Concrete, Asphaltic Concrete Pavement, or Surface Treatment).

This price is full compensation for furnishing and operating equipment; excavation and embankment; base and pavement materials; and labor, materials, tools, and incidentals. Drainage structures will be measured and paid for in accordance with the pertinent bid Items. Bonus and penalties for quality control and quality assurance (QC/QA) materials will not apply when payment for those materials is made under this Item.

(b) **Type 4 Construction Exit.** This exit shall be as shown on the plans.

4. **Maintenance.** Exits shall be maintained in a condition which will prevent tracking or flowing of sediment onto public right of way. This may require periodic removal and replacement of stone or timber, or other material as conditions demand and repair and/or clean out of any measures used to trap sediment. Sediment spilled, dropped, washed or tracked onto public right of way shall be immediately removed by the Contractor and disposed of at an approved site and in a manner that will not contribute to additional siltation.

When necessary, wheels shall be cleaned to remove sediment prior to entrance onto public right of way. When washing is required, the construction exit shall be graded to drain into a sediment trap or sediment basin. Sediment shall be prevented from leaving the construction site.

The construction exits shall be removed promptly when directed by the Engineer. Discarded materials shall become the property of the Contractor for his disposal at an approved site. The area beneath the construction exit and any area damaged by the removal process shall then be stabilized by the Contractor using appropriate methods as approved by the Engineer. When the Special Specification, "Temporary Erosion, Sedimentation and Water Pollution Prevention and Control" is in the contract, stabilization shall be as defined in Subarticle 4.C. of that specification.

5. **Measurement.** Construction exits will be measured by the square yard of surface area of completed and accepted work.

Each time the Engineer directs that the construction exit (or a portion thereof) be removed or replaced, it will be measured for payment.

6. **Payment.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement", will be paid for at the unit price bid for "Construction Exits", of the type specified. This price shall be full compensation for securing and furnishing all materials, including all royalty and freight involved; for loosening, blasting, excavating, screening, crushing when required; for loading all materials; for hauling and delivering to the construction site; for spreading, mixing, blading, dragging, shaping and finishing; cleaning of wheels, when necessary; maintenance (except as shown below); and for all manipulations, labor, tools and incidentals necessary to complete the work.

When the Engineer directs that the construction exit (or a portion thereof) be replaced, payment will be made at the unit price bid for "Construction Exits (Remove and Replace)", of the type specified. This price shall be full compensation for the removal and replacement of the construction exit, and for all manipulations, labor, tools, equipment and incidentals necessary to complete the work.

The work performed in removing the exits as described under "Maintenance" and measured under "Measurement" will be paid for at the unit price bid for "Construction Exits (Remove)", of the type specified. This price shall be full compensation for removing, loading, hauling and disposing of all materials to an approved location; for repairing the entrance; and for all manipulations, labor, tools and incidentals necessary to complete the work.

Construction of sediment traps as well as the periodic removal of accumulated sediment deposits (as described under "Maintenance") used in conjunction with the construction exit will be measured and paid for under the pertinent bid items of the Special Specification, "Earthwork for Erosion Control".

Stabilization (as described under "Maintenance") will be measured and paid for under the various pertinent bid items.

- (4) **Fabric Splices.** Splices shall occur at a fence post and shall have a minimum lap of 6 inches attached in at least six (6) places. Splices in concentrated flow areas will not be permitted.

When removing temporary sediment control fence that is suitable for relocation, the Contractor shall take all necessary measures to maintain the fabric in the best condition.

Requirements for installation of used temporary sediment control fence shall include:

- (1) Minimal or no visible signs of biodegradation (weak fibers)
- (2) No excessive patching every 15 to 20 linear foot.
- (3) Posts must not be bent and backing must not have holes.

4. **Maintenance.** The temporary sediment control fence shall be maintained in good condition (including staking, anchoring, tension adjustments, etc.) By the Contractor. All necessary work and materials to maintain the integrity of the fence, including keeping fabric free of accumulated silt, debris, etc., shall be provided until earthwork construction and permanent erosion control features are in place, and/or the disturbed area has been adequately stabilized. When the Special Specification, "Temporary Erosion, Sedimentation, and Water Pollution Prevention and Control", is in the contract, stabilization shall be as described in Subarticle 4.C. of that specification. The areas damaged by the removal process shall be stabilized by the Contractor using appropriate methods as approved by the Engineer.

Torn or punctured fabric shall be repaired by the placement of a patch consisting of an additional layer of fabric over the damaged area. The patch shall have a minimum overlap of 18 inches in all directions and be securely attached to the repaired fabric.

When the accumulated sediment deposit reaches a depth of approximately 6 inches, it shall be removed and disposed of at approved sites in a manner that will not contribute to additional siltation. If the structure ceases to function as intended, the Engineer may direct that the fence or portions thereof be replaced. Such replacement will be measured for payment.

5. **Measurement.** Temporary sediment control fence will be measured by the linear foot of fence, complete in place, measurement being made along the centerline of the top of the fence.

Each time the Engineer directs that the temporary sediment control fence (or portions thereof) be removed or removed and replaced, it will be measured by the linear foot for payment.

6. **Payment.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement", will be paid for at the unit price bid for "Temporary Sediment Control Fence". This price shall be full compensation for furnishing, placing and maintenance of the fence (except as shown below); for all required trenching, fence posts, fabric and backfill; and for all labor, tools, equipment and incidentals necessary to complete the work.

When the Engineer directs that the temporary sedimentation control fence installation (or portions thereof) be replaced, payment will be made at the unit price, bid for "Temporary Sediment Control Fence (Remove and Replace)". This price shall be full compensation for the removal and replacement of the fence installation and for all manipulations, labor, tools, equipment and incidentals necessary to complete the work.

No non-damaged material will be removed from the project until such time that no new installations or replacements will be required. All sound materials removed from project installations will be placed or stockpiled for project placement or replacement. No new material will be accepted when stockpiled material is available for use. The Contractor retains ownership of the stockpiled material.

The removal of accumulated sediment deposits, as described under "Maintenance", will be measured and paid for under the pertinent bid items of the Special Specification, "Earthwork for Erosion Control".

The work performed in the final removal of the temporary sediment control fence installation as described under "Maintenance" and measured under "Measurement" will be paid for at the unit price bid for "Temporary Sediment Control Fence (Remove)". This price shall be full compensation for removing the fence from the

GOVERNING SPECIFICATIONS AND SPECIAL PROVISIONS

All specifications and special provisions applicable to this project are identified as follows:

STANDARD SPECIFICATIONS: Adopted by the Texas Department of Transportation, June 1, 2004. Standard Specifications are incorporated into the contract by reference.

Example:

ITEM 247	FLEXIBLE BASE (204)
ITEM 502	BARRICADES, SIGNS AND TRAFFIC HANDLING
ITEM 530	DRIVEWAYS AND TURNOUTS
ITEM 5010	CONSTRUCTION EXITS

SPECIAL PROVISIONS: Special Provisions will govern and take precedence over the Specifications enumerated hereon wherever in conflict therewith. (Enclosed herewith)

General: The above listed specifications items are those under which payment is to be made. These, together with such other pertinent items, if any, as may be referred to in the above-listed specification items, and including the special provisions listed above, constitute the complete specifications for this project.

All item numbers noted in these plans are the same as those referenced in the Texas Department of Transportation 2004 Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges book (June 1, 2004)

**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.

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.

Social security number								

OR

Employer identification number								

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

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

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

HIDALGO COUNTY PURCHASING DEPARTMENT Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name:	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): <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> 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): <input type="checkbox"/> Manufacturer <input type="checkbox"/> Wholesaler <input type="checkbox"/> Retailer <input type="checkbox"/> Broker <input type="checkbox"/> Distributor <input type="checkbox"/> Service Organization <input type="checkbox"/> 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) _____	
<input type="checkbox"/> <u>Less than 125,000 annual gross receipt</u> <input type="checkbox"/> <u>Black American</u> <input type="checkbox"/> <u>Native American</u>	
<input type="checkbox"/> <u>Less than 250,000 annual gross receipt</u> <input type="checkbox"/> <u>Hispanic American</u> <input type="checkbox"/> <u>Women</u>	
<input type="checkbox"/> <u>Less than 499,000 annual gross receipt</u> <input type="checkbox"/> <u>Asian Pacific American</u> <input type="checkbox"/> <u>Other</u>	
<input type="checkbox"/> <u>More than 500,000 annual gross receipt</u>	
Have you been certified as a HUB or an MBE/WBE source?: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Indicate Certification No.(s): _____ or are Certificate(s) attached?: <input type="checkbox"/> Yes <input type="checkbox"/> 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?: <input type="checkbox"/> Yes <input type="checkbox"/> No	
To Be Completed by the County: Rec'd by (Purchasing): _____ Date Rec'd by (Purchasing): _____	
Date Forwarded Information to Auditor's Office: _____ Entry Date: _____ Vendor No.: _____	

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other _____

Indicate Certification No(s): _____ or Are Certificate(s) Attached?: Yes No

LIST OF CERTIFIED HUB SUBCONTRACTORS
(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

DISCLOSURE OF CONFLICT OF INTEREST

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

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

**SALES TAX AND LOCAL SALES TAX
EXEMPTION CERTIFICATE FOR CONTRACTORS**

This Contract is to be performed for an exempt organization as defined by Article 20.04 (H) (4) of the Texas Limited Sales, Excise, and Use Tax Act and the undersigned hereby claims an exemption from payment of taxes under Chapter 20, title 122A, revised hereby claims an exemption from payment of taxes under Chapter 20, title 122A, revised civil statutes of Texas, and Article 1066 ©, entitle Local Sales and Use Tax, revised civil statutes of Texas.

The Contractor performing this Contract may purchase, rent, or lease all materials, supplies, equipment used for consumed in the performance of this Contract by issuing to his retailer an exemption certificate in lieu of the tax, said exemption certificate complying with State Comptroller's Ruling No 95-9.07. Any such exemption certificate issue by the Contractor in lieu of the tax shall be subject to the provisions of the State Comptroller's Ruling No. 95.0.09 as amended to be effective October 2, 1968.

EXECUTED this the _____ day of _____, 20_____.

Contractor

GOVERNMENT CODE

CHAPTER 2258. PREVAILING WAGE RATES

SUBCHAPTER A. GENERAL PROVISIONS

§Sec. 2258.001. DEFINITIONS. In this chapter:

(1) "Locality in which the work is performed" means:

(A) for a contract for a public work awarded by the state, the political subdivision of the state in which the public work is located:

(i) which may include a county, municipality, county and municipality, or district, except as provided by Subparagraph (ii); and

(ii) which, in a municipality with a population of 500,000 or more, may only include the geographic limits of the municipality; or

(B) for a contract for a public work awarded by a political subdivision of the state, the geographical limits of the political subdivision.

(2) "Public body" means a public body awarding a contract for a public work on behalf of the state or a political subdivision of the state.

(3) "Worker" includes a laborer or mechanic.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 2001, 77th Leg., ch. 1422, Sec. 14.04, eff. Sept. 1, 2001.

§Sec. 2258.002. APPLICABILITY OF CHAPTER TO PUBLIC WORKS. (a) This chapter applies only to the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction.

(b) This chapter does not apply to work done directly by a public utility company under an order of a public authority.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.003. LIABILITY. An officer, agent, or employee of a public body is not liable in a civil action for any act or omission implementing or enforcing this chapter unless the action was made in bad faith.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

SUBCHAPTER B. PAYMENT OF PREVAILING WAGE RATES

§Sec. 2258.021. RIGHT TO BE PAID PREVAILING WAGE RATES. (a) A worker employed on a public work by or on behalf of the state or a political subdivision of the state shall be paid:

(1) not less than the general prevailing rate of per diem wages for work of a similar

character in the locality in which the work is performed; and

(2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work.

(b) Subsection (a) does not apply to maintenance work.

(c) A worker is employed on a public work for the purposes of this section if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with the state, a political subdivision of the state, or any officer or public body of the state or a political subdivision of the state.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 18.01, eff. Sept. 1, 1997.

§Sec. 2258.022. DETERMINATION OF PREVAILING WAGE RATES.

(a) For a contract for a public work awarded by a political subdivision of the state, the public body shall determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work by:

(1) conducting a survey of the wages received by classes of workers employed on projects of a character similar to the contract work in the political subdivision of the state in which the public work is to be performed; or

(2) using the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments.

(b) This subsection applies only to a public work located in a county bordering the United Mexican States or in a county adjacent to a county bordering the United Mexican States. For a contract for a public work awarded by the state, the public body shall determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work as follows. The public body shall conduct a survey of the wages received by classes of workers employed on projects of a character similar to the contract work both statewide and in the political subdivision of the state in which the public work is to be performed. The public body shall also consider the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, but only if the survey used to determine that rate was conducted within a three-year period preceding the date the public body calls for bids for the public work. The public body shall determine the general prevailing rate of per diem wages in the locality based on the higher of:

(1) the rate determined from the survey conducted in the political subdivision;

(2) the arithmetic mean between the rate determined from the survey conducted in the political subdivision and the rate determined from the statewide survey; and

(3) if applicable, the arithmetic mean between the rate determined from the survey conducted in the political subdivision and the rate determined by the United States Department of Labor.

(c) The public body shall determine the general prevailing rate of per diem wages as a sum certain, expressed in dollars and cents.

(d) A public body shall specify in the call for bids for the contract and in the contract itself the wage rates determined under this section.

(e) The public body's determination of the general prevailing rate of per diem wages is final.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 18.02, eff. Sept. 1, 1997; Acts 2001, 77th Leg., ch. 1422, Sec. 14.05, eff. Sept. 1, 2001.

Amended by: Acts 2007, 80th Leg., R.S., Ch. 728, Sec. 1, eff. September 1, 2007.

§Sec. 2258.023. PREVAILING WAGE RATES TO BE PAID BY CONTRACTOR AND SUBCONTRACTOR; PENALTY.

(a) The contractor who is awarded a contract by a public body or a subcontractor of the contractor shall pay not less than the rates determined under Section 2258.022 to a worker employed by it in the execution of the contract.

(b) A contractor or subcontractor who violates this section shall pay to the state or a political subdivision of the state on whose behalf the contract is made, \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body awarding a contract shall specify this penalty in the contract.

(c) A contractor or subcontractor does not violate this section if a public body awarding a contract does not determine the prevailing wage rates and specify the rates in the contract as provided by Section 2258.022.

(d) The public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.

(e) A municipality is entitled to collect a penalty under this section only if the municipality has a population of more than 10,000.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.024. RECORDS.

(a) A contractor and subcontractor shall keep a record showing:

(1) the name and occupation of each worker employed by the contractor or subcontractor in the construction of the public work; and

(2) the actual per diem wages paid to each worker.

(b) The record shall be open at all reasonable hours to inspection by the officers and agents of the public body.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.025. PAYMENT GREATER THAN PREVAILING RATE NOT PROHIBITED. This chapter does not prohibit the payment to a worker employed on a public work an amount greater than the general prevailing rate of per diem wages.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.026. RELIANCE ON CERTIFICATE OF SUBCONTRACTOR. A contractor is entitled to rely on a certificate by a subcontractor regarding the payment of all sums due those working for the subcontractor until the contrary has been determined.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

SUBCHAPTER C. ENFORCEMENT; CIVIL AND CRIMINAL PENALTIES

§Sec. 2258.051. DUTY OF PUBLIC BODY TO HEAR COMPLAINTS AND WITHHOLD PAYMENT. A public body awarding a contract, and an agent or officer of the public body, shall:

(1) take cognizance of complaints of all violations of this chapter committed in the execution of the contract; and

(2) withhold money forfeited or required to be withheld under this chapter from the payments to the contractor under the contract, except that the public body may not withhold money from other than the final payment without a determination by the public body that there is good cause to believe that the contractor has violated this chapter.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.052. COMPLAINT; INITIAL DETERMINATION.

(a) On receipt of information, including a complaint by a worker, concerning an alleged violation of Section 2258.023 by a contractor or subcontractor, a public body shall make an initial determination as to whether good cause exists to believe that the violation occurred.

(b) A public body must make its determination under Subsection (a) before the 31st day after the date the public body receives the information.

(c) A public body shall notify in writing the contractor or subcontractor and any affected worker of its initial determination.

(d) A public body shall retain any amount due under the contract pending a final determination of the violation.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.053. ARBITRATION REQUIRED FOR UNRESOLVED ISSUE.

(a) An issue relating to an alleged violation of Section 2258.023, including a penalty owed to a public body or an affected worker, shall be submitted to binding arbitration in accordance with the Texas General Arbitration Act (Article 224 et seq., Revised Statutes) if the contractor or subcontractor and any affected worker do not resolve the issue by agreement before the 15th day after the date the public body makes its initial determination under Section 2258.052.

(b) If the persons required to arbitrate under this section do not agree on an arbitrator before the 11th day after the date that arbitration is required under Subsection (a), a district court shall appoint an arbitrator on the petition of any of the persons.

(c) A public body is not a party in the arbitration.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.054. ARBITRATION AWARD; COSTS. (a) If an arbitrator determines that Section 2258.023 has been violated, the arbitrator shall assess and award against the contractor or subcontractor:

- (1) penalties as provided by Section 2258.023 and this section; and
- (2) all amounts owed to the affected worker.

(b) An arbitrator shall assess and award all reasonable costs, including the arbitrator's fee, against the party who does not prevail. Costs may be assessed against the worker only if the arbitrator finds that the claim is frivolous. If the arbitrator does not find that the claim is frivolous and does not make an award to the worker, costs are shared equally by the parties.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.055. ARBITRATION DECISION AND AWARD FINAL. The decision and award of the arbitrator is final and binding on all parties and may be enforced in any court of competent jurisdiction.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.056. PAYMENT BY PUBLIC BODY TO WORKER; ACTION TO RECOVER PAYMENT.

(a) A public body shall use any amounts retained under this chapter to pay the worker the difference between the amount the worker received in wages for labor on the public work at the rate paid by the contractor or subcontractor and the amount the worker would have received at the general prevailing wage rate as provided in the arbitrator's award.

(b) The public body may adopt rules, orders, or ordinances relating to the manner in which a reimbursement is made.

(c) If the amounts retained by a public body under this chapter are not sufficient for the public body to pay the worker the full amount owed, the worker has a right of action against the contractor or subcontractor and the surety of the contractor or subcontractor to recover the amount owed, reasonable attorney's fees, and court costs.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.057. WITHHOLDING BY CONTRACTOR.

(a) A contractor may withhold from a subcontractor sufficient money to cover an amount withheld from the contractor by a public body because the subcontractor violated this chapter.

(b) If the contractor has made a payment to the subcontractor, the contractor may withhold money from any future payments owed to the subcontractor or sue the subcontractor or the subcontractor's surety for the amount withheld from the contractor by a public body because of the subcontractor's violation.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.058. CRIMINAL OFFENSE.

(a) An officer, agent, or representative of the state or of a political subdivision of the state commits an offense if the person wilfully violates or does not comply with a provision of this chapter.

(b) A contractor or subcontractor of a public work under this chapter, or an agent or representative of the contractor or subcontractor, commits an offense if the person violates Section 2258.024.

(c) An offense under this section is punishable by:

- (1) a fine not to exceed \$500;
- (2) confinement in jail for a term not to exceed six months; or
- (3) both a fine and confinement.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

General Decision Number: TX140008 01/03/2014 TX8

Superseded General Decision Number: TX20130008

State: Texas

Construction Types: Heavy and Highway

Counties: Cameron, Hidalgo and Webb Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Modification Number Publication Date
 0 01/03/2014

* SUTX2011-003 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE		
FINISHER (Paving & Structures)...	\$ 12.46	
FORM BUILDER/FORM SETTER		
(Structures).....	\$ 12.30	
FORM SETTER (Paving & Curb).....	\$ 12.16	
LABORER		
Asphalt Raker.....	\$ 10.61	
Flagger.....	\$ 9.10	
Laborer, Common.....	\$ 9.86	
Laborer, Utility.....	\$ 11.53	
Pipelayer.....	\$ 11.87	
Work Zone Barricade		
Servicer.....	\$ 12.88	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributor.....	\$ 13.48	
Asphalt Paving Machine.....	\$ 12.25	
Broom or Sweeper.....	\$ 10.33	
Crane, Lattice Boom 80		
Tons or Less.....	\$ 14.39	
Crawler Tractor.....	\$ 16.63	
Excavator, 50,000 lbs or		
less.....	\$ 12.56	
Excavator, over 50,000 lbs..	\$ 15.23	
Foundation Drill, Truck		
Mounted.....	\$ 16.86	
Front End Loader Operator,		
Over 3 CY.....	\$ 13.69	
Front End Loader, 3 CY or		
less.....	\$ 13.49	
Loader/Backhoe.....	\$ 12.77	
Mechanic.....	\$ 15.47	
Milling Machine.....	\$ 14.64	
Motor Grader Operator,		
Rough.....	\$ 14.62	
Motor Grader, Fine Grade....	\$ 16.52	
Scraper.....	\$ 11.07	
Servicer.....	\$ 12.34	

Steel Worker (Reinforcing).....\$ 14.07

TRUCK DRIVER

Lowboy-Float.....\$ 13.63
Single Axle.....\$ 10.82
Single or Tandem Axle Dump..\$ 14.53
Tandem Axle Tractor with
Semi Trailer.....\$ 12.12

WELDER.....\$ 14.02

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification
and wage rates that have been found to be prevailing for the
cited type(s) of construction in the area covered by the wage
determination. The classifications are listed in alphabetical
order of "identifiers" that indicate whether the particular
rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with
characters other than "SU" denotes that the union
classification and rate have found to be prevailing for that
classification. Example: PLUM0198-005 07/01/2011. The first
four letters , PLUM, indicate the international union and the
four-digit number, 0198, that follows indicates the local union
number or district council number where applicable , i.e.,
Plumbers Local 0198. The next number, 005 in the example, is
an internal number used in processing the wage determination.
The date, 07/01/2011, following these characters is the
effective date of the most current negotiated rate/collective
bargaining agreement which would be July 1, 2011 in the above
example.

Union prevailing wage rates will be updated to reflect any
changes in the collective bargaining agreements governing the
rates.

0000/9999: weighted union wage rates will be published annually
each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived

from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

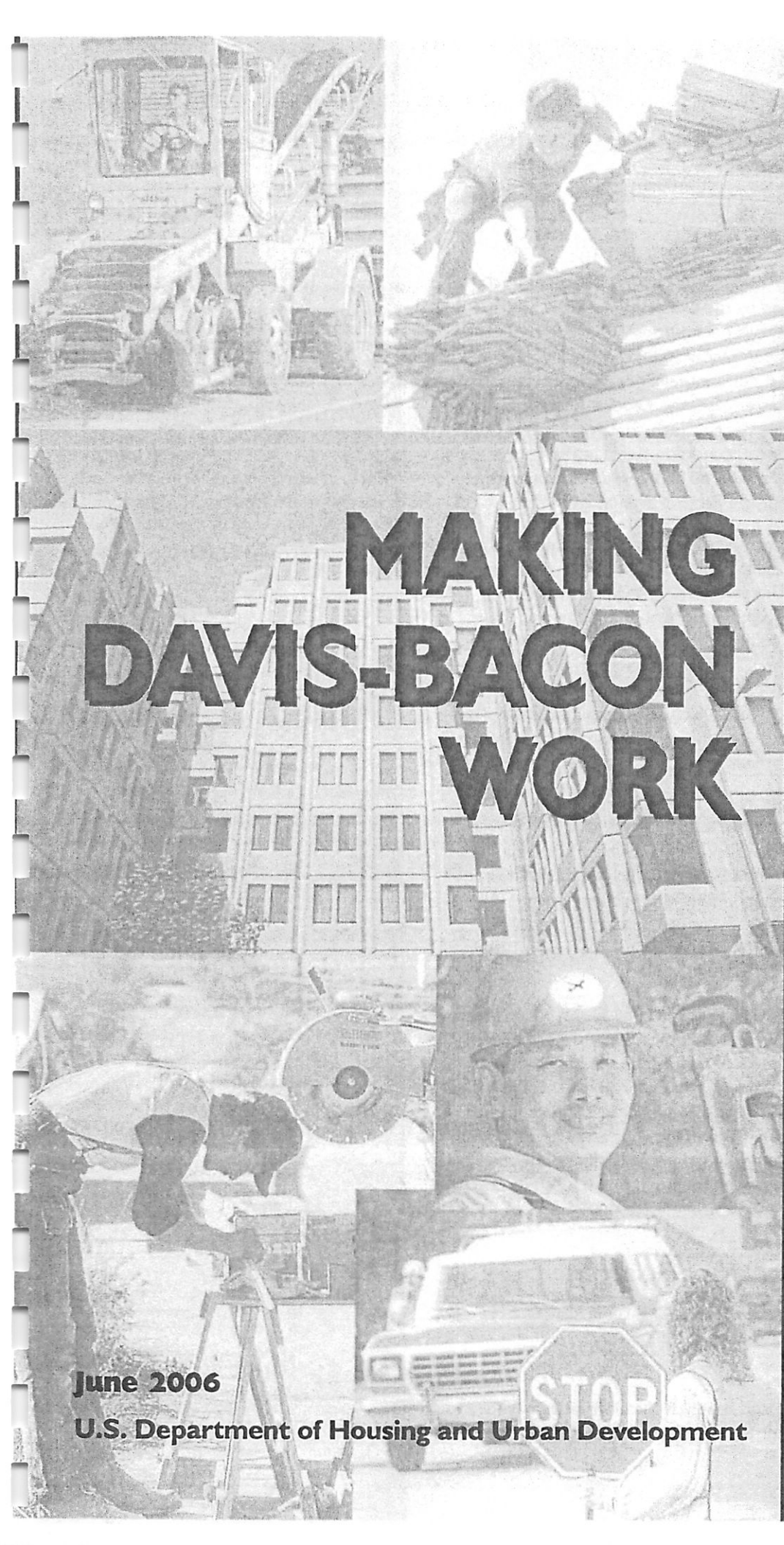
3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION



*A Contractor's
Guide to
Prevailing
Wage
Requirements
for
Federally-Assisted
Construction
Projects*

MAKING DAVIS-BACON WORK

June 2006

U.S. Department of Housing and Urban Development



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DOL Regulations are available on-line on the World Wide Web:
http://www.dol.gov/dol/allcfr/Title_29/toc.htm

HUD program labor standards forms are available on-line at:
www.hudclips.org/cgi/index.cgi

c. The Copeland Act (Anti-Kickback Act)

The Copeland Act makes it a Federal crime for anyone to require any laborer or mechanic (employed on a Federal or Federally-assisted project) to **kickback** (i.e., give up or pay back) any part of their wages. The Copeland Act requires every employer (contractors and subcontractors) to submit weekly certified payroll reports (CPRs) and regulates permissible payroll deductions.

d. The Fair Labor Standards Act (FLSA)

The FLSA contains Federal minimum wage rates, overtime (O/T), and child labor requirements. These requirements generally apply to any labor performed. The DOL has the authority to administer and enforce FLSA. HUD will refer to the DOL any possible FLSA violations that are found on HUD projects.

I-2 Davis-Bacon Regulations

The Department of Labor (DOL) has published rules and instructions concerning Davis-Bacon and other labor laws in the Code of Federal Regulations (CFR). These regulations can be found in **Title 29 CFR Parts 1, 3, 5, 6 and 7**. *Part 1* explains how the DOL establishes and publishes DBA wage determinations (*aka wage decisions*) and provides instructions on how to use the determinations. *Part 3* describes Copeland Act requirements for payroll deductions and the submission of weekly certified payroll reports. *Part 5* covers the labor standards provisions that are in your contract relating to Davis-Bacon Act wage rates and the responsibilities of contractors and contracting agencies to administer and enforce the provisions. *Part 6* provides for administrative proceedings enforcing Federal labor standards on construction and service contracts. Last, *Part 7* sets parameters for practice before the Administrative Review Board. These regulations are used as the basis for administering and enforcing the laws.

I-3 Construction Contract Provisions

Each contract subject to Davis-Bacon labor standards requirements must contain labor standards clauses and a Davis-Bacon wage decision. These documents are often bound into the contract specifications.

a. The Labor Standards Clauses

The labor standards clauses describe the responsibilities of the contractor concerning Davis-Bacon wages and obligate the contractor to comply with the labor requirements. The labor standards clauses also provide for remedies in the event of violations, including withholding from payments due to the contractor to ensure the payment of wages or liquidated damages which may be found due. These contract clauses enable the contract administrator to enforce the Federal labor standards applicable to the project. HUD has standard forms that contain contract clauses. For example, the HUD-2554, Supplementary Conditions to the Contract for Construction, which is issued primarily for FHA multifamily housing and other construction projects administered by HUD; the HUD-4010, Federal Labor Standards Provisions, which is used for CDBG and HOME projects, and the HUD-5370, General Conditions of the Contract for Construction – Public and Indian Housing Program.



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Indian tribes and tribally-designated housing entities (TDHEs), and States, cities and counties under HUD's Community Development Block Grant (CDBG) and HOME programs. In these cases, the *contract administrator* will likely be local agency staff. In either case, the guidance for you remains essentially the same.

The DOL also has a role in monitoring Davis-Bacon administration and enforcement. In addition, DOL has independent authority to conduct investigations. A DOL investigator or other DOL representative may visit Davis-Bacon construction sites to interview construction workers or review payroll information.



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b. Posting the Wage Decision

If you are the prime contractor, you will be responsible for posting a copy of the wage decision (or the Project Wage Rate Sheet) and a copy of a DOL poster called *Notice to All Employees* (Form WH-1321) at the job site in a place that is easily accessible to all of the construction workers employed at the project and where the wage decision and poster won't be destroyed by wind or rain, etc. The *Notice to All Employees* poster is available on-line at HUDClips (see address in the Appendix).

2-2 Additional "Trade" Classifications and Wage Rates

What if the work classification you need isn't on the wage decision? If the work classification(s) that you need doesn't appear on the wage decision, you will need to request an **additional classification and wage rate**. This process is usually very simple and you'll want to start the request right away. Basically, you identify the classification you need and recommend a wage rate for DOL to approve for the project. There are a few rules about additional classifications; you'll find these rules in the DOL regulations, Part 5, and in the labor clauses in your contract. The rules are summarized for you here:

a. Additional Classification Rules

Additional classifications and wage rates can be approved if:

- 1) The requested classification is used by construction contractors in the area of the project. (The area is usually defined as the *county* where the project is located).
- 2) The work that will be performed by the requested classification is not already performed by another classification that is already on the wage decision. (In other words, if there already is an Electrician classification and wage rate on the wage decision you can't request another Electrician classification and rate.)
- 3) The proposed wage rate for the requested classification "fits" with the other wage rates already on the wage decision. (For example, the wage rate proposed for a trade classification such as Electrician must be at least as much as the lowest wage rate for other trade classifications already contained in the wage decision.) And,
- 4) The workers that will be employed in the added classification (if it is known who the workers are/will be), or the workers' representatives, must agree with the proposed wage rate.

b. Making the Request

A request for additional classification and wage rate must be made in writing through the contract administrator. (If the contract administrator is a local agency, the agency will send the request to the HUD Labor Relations staff.) If you are a subcontractor, your request should also go through the prime contractor. All you need to do is identify the work classification that is missing and recommend a wage rate (usually the rate that employer is already paying to the employees performing the work) for that classification. You may also need to describe the work that the new classification will perform.



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If you number your payroll reports consecutively, you *do not* need to submit “no work” payrolls!

b. Payroll Certifications

The weekly payrolls are called *certified* because each payroll is signed and contains language certifying that the information is true and correct. The payroll **certification** language is on the reverse side of the WH-347. If you are using another type of payroll format you may attach the certification from the back of the WH-347, or any other format which contains the same certification language on the WH-347 (reverse).

DOL's website has Payroll Instructions, and the Payroll Form WH-347, in a “fillable” PDF format at this address:
www.dol.gov/esa/programs/dbra/forms.htm and at HUDClips.

c. “No Work” Payrolls

“No work” payrolls may be submitted whenever there is a temporary break in your work on the project, for example, if your firm is not needed on the project right now but you will be returning to the job in a couple of weeks. (See *Tip Box, below, for “no work” payroll exemption!*) However, if you know that your firm will not be working on the project for an extended period of time, you may wish to send a short note to the contract administrator to let them know about the break in work and to give an approximate date when your firm will return to the project. If you send a note, you do not need to send “no work” payrolls.

d. Payroll Review and Submission

The prime contractor should **review** each subcontractor's payroll reports for compliance *prior* to submitting the reports to the contract administrator. Remember, the prime contractor is responsible for the full compliance of all subcontractors on the contract and will be held accountable for any wage restitution that may be found due to any laborer or mechanic that is underpaid *and* for any liquidated damages that may be assessed for overtime violations. All of the payroll reports for any project must be submitted to the contract administrator *through* the prime contractor.

An alert prime contractor that reviews subcontractor payroll submissions can detect any misunderstandings early, prevent costly underpayments and protect itself from financial loss should underpayments occur.

e. Payroll Retention

Every contractor (including every subcontractor) must keep a complete set of their own payrolls and other basic records such as time cards, tax records, evidence of fringe benefit payments,



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programs, including *Step-Up* apprenticeship programs designed for Davis-Bacon construction work. Approved programs are those which have been registered with the DOL or a DOL-recognized State Apprenticeship Council (SAC). Apprentices and trainees are paid wage rates in accordance with the wage schedule in the approved program.

Most often, the apprentice/trainee wage rate is expressed as a series of percentages tied to the amount of time spent in the program. For example, 0-6 months: 65%; 6 months – 1 year: 70%; etc. The percentage is applied to the journeyman's wage rate. On Davis-Bacon projects, the percentage must be applied to the journeyman's wage rate on the applicable wage decision for that craft.

- 1) **Probationary apprentice.** A "probationary apprentice" can be paid as an apprentice (less than the rate on the wage decision) if the DOL or SAC has certified that the person is eligible for probationary employment as an apprentice.
- 2) **Pre-apprentice.** A "pre-apprentice", that is, someone who is not registered in a program and who hasn't been DOL- or SAC-certified for probationary apprenticeship is *not* considered to be an "apprentice" and must be paid the full journeyman's rate on the wage decision for the classification of work they perform.
- 3) **Ratio of apprentices and trainees to journeymen.** The maximum number of apprentices or trainees that you can use on the job site can not exceed the ratio of apprentices or trainees to journeymen allowed in the approved program.

d. Prevailing Wages or Wage Rates

Prevailing wage rates are the wage rates listed on the wage decision for the project. The wage decision will list a minimum basic hourly rate of pay for each work classification. Some wage decisions include fringe benefits which are usually listed as an hourly fringe rate. If the wage decision includes a fringe benefit rate for a classification, you will need to add the fringe benefit rate to the basic hourly rate *unless* you provide bona fide fringe benefits for your employees.

- 1) **Piece-work.** Some employees are hired on a piece-work basis, that is, the employee's earnings are determined by a factor of work produced. For example, a Drywall Hanger's earnings may be calculated based upon the square feet of sheetrock actually hung, a Painter's earnings may be based upon the number of units painted. Employers may calculate weekly earnings based upon piece rates *provided* the weekly earnings are sufficient to satisfy the wage rate requirement based upon actual hours, including any overtime, worked. *Accurate time records must be maintained for any piece-work employees.* If the weekly piece rate earnings are not sufficient, the employer must recompute weekly earnings based upon the actual hours worked and the rate on the wage decision for the work classification(s) involved.



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h. Proper Designation of Trade

You must select a work classification on the wage decision for each worker based on the actual type of work he/she performed and you must pay each worker no less than the wage rate on the wage decision for that classification regardless of their level of skill. In other words, if someone is performing carpentry work on the project, they must be paid no less than the wage rate on the wage decision for Carpenters *even* if they aren't considered by you to be fully trained as a Carpenter. **Remember**, the only people who can be paid less than the rate for their craft are apprentices and trainees registered in approved programs.

1) **Split-classification.** If you have employees that perform work in more than one trade during a work week, you can pay the wage rates specified for each work classification in which work was performed **only** if you maintain accurate time records showing the amount of time spent in each classification. If you do not maintain accurate time records, you must pay these employees the highest wage rate of all of the classifications of work performed.

i. Site of Work

The "site of work" is where the Davis-Bacon wage rates apply. Usually, this means the boundaries of the project. "Site of work" can also include other adjacent or virtually adjacent property used by a contractor or subcontractor in the construction of the project, like a fabrication site that is dedicated exclusively, or nearly so, to the project.

SECTION II REPORTING REQUIREMENTS

2-5 Completing a Payroll Report

What information has to be reported on the payroll form?

The weekly payroll form doesn't ask for any information that you don't already need to keep for wage payment and tax purposes. For example, you need to know each employee's **name**, **address** and **social security number**; his or her **work classification** (who is working for you and what do they do?), the hours worked during the week, his or her **rate of pay**, the **gross amount earned** (how much did they earn?), the amounts of any **deductions** for taxes, etc., and the **net amount paid** (how much should the paycheck be made out for?). No more information than you need to know in order to manage your work crew and make certain they are paid properly. And, certainly, no more information than you need to keep for IRS, Social Security and other tax and employment purposes.

You are required to submit certified payrolls to illustrate and document that you have complied with the prevailing wage requirements. The purpose of the contract administrator's review of your payrolls is to verify your compliance. Clearer and complete payroll reports will permit the contract administrator to complete reviews of your payroll reports quickly.

For many contractors,
the Weekly Certified
Payroll is the only
Davis-Bacon paperwork
you need to submit!



MAKING DAVIS-BACON WORK

The effective hourly rate must be reflected on the certified payroll and the hourly rate may be no less than the wage rate (including fringe benefits, if any) on the wage decision for the classification of work performed. It does not matter that the effective hourly rate changes from week-to-week, only that the rate is no less than the rate on the wage decision for the classification of work performed.

Remember, the overtime rate is computed at one and one-half times the *basic* rate of pay plus any fringe benefits. For example, if the wage decision requires \$10/hour basic plus \$5/hour fringe benefits, the overtime rate would be: $(\$10 \times 1\frac{1}{2}) + \$5 = \$20/\text{hour}$.

Only one employee authorization is needed for recurring (e.g., weekly) other deductions. Written employee authorization is not required for income tax and Social Security deductions.

f. Gross Wages Earned

Show the gross amount of wages earned for work performed on this project. *Note:* For employees with work hours and earnings on other projects, you may show gross wages for this project over gross earnings all projects (for example, \$425.40/\$764.85) and base deductions and net pay on the "all projects" earnings.

g. Deductions

Show the amounts of any deductions from the gross earnings. "Other" deductions should be identified (for example, Savings Account or Loan Repayment). Any voluntary deduction (that is, not required by law or by an order of a proper authority) must be authorized in writing by the employee or provided for in a collective bargaining (union) agreement. A short note signed by the employee is all that is needed and should accompany the first payroll on which the other deduction appears.

h. Net Pay

Show the net amount of wages paid.

i. Statement of Compliance

The Statement of Compliance is the certification. It is located on the reverse side of a standard payroll form (WH-347). Be sure to complete the identifying information at the top, particularly if you are attaching the Statement of Compliance to an alternate payroll form such as a computer payroll. Also, you must check either 4(a) or 4(b) if the wage decision contains a fringe benefit. Checking 4(a) indicates that you are paying required fringe benefits to approved plans or programs; and 4(b) indicates that you are paying any required fringe benefit amounts directly to the employee by adding the fringe benefit rate to the basic hourly rate of pay. If you are paying a portion of the required fringe benefit to programs and the balance directly to the employee, explain those differences in box 4(c).

Only one Statement of Compliance is required for each employer's weekly payroll no matter how many pages are needed to report the employee data.



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a. Inadequate Payroll Information

If an alternate payroll format used by an employer (such as some computer payrolls) is inadequate, e.g., does not contain all of the necessary information that would be on the optional form WH-347, the employer will be asked to resubmit the payrolls on an acceptable form.

b. Missing Addresses and Social Security Numbers

If the first payroll on which an employee appears does not contain the employee's address and Social Security Number, the employer will be asked to supply the missing information. A short note providing the information is all that is needed.

c. Incomplete Payrolls

If the information on the payroll is not complete, for example, if work classifications or rates of pay are missing, the employer will be asked to send a corrected payroll.

d. Classifications

If the payrolls show work classifications that do not appear on the wage decision, the employer will be asked to reclassify the employees in accordance with the wage decision *or* the employer may request an **additional classification and wage rate** (See ¶12-2). If reclassification results in underpayment (i.e., the wage rate paid on the payroll is less than the rate required for the new classification), the employer will be asked to pay **wage restitution** to all affected reclassified employees. (See ¶12-8 for instructions about wage restitution.)

e. Wage Rates

If the wage rates on the payroll are less than the wage rates on the wage decision for the work classifications reported, the employer will be asked to pay wage restitution to all affected employees.

f. Apprentices and Trainees

If a copy of the employee's registration or the approved program ratio and wage schedule are not submitted with the first payroll on which an apprentice or trainee appears, the employer will be asked to submit a copy of each apprentice's or trainee's registration and/or the approved program ratio and wage schedule. If the ratio of apprentices or trainees to journeymen on the payroll is greater than the ratio in the approved program, the employer will be asked to pay wage restitution to any excess apprentices or trainees. Also, any apprentice or trainee that is *not* registered in an approved program must receive the journeyman's wage rate for the classification of work they performed.

g. Overtime

If the employees did not receive at least time and one-half for any overtime hours worked on the project, the following will occur:

- 1) If the project is subject to *CWHSSA overtime* requirements, the employer will be asked to pay wage restitution for all overtime hours worked on the project. The employer may also be liable to the United States for liquidated damages computed at \$10 per day per violation. Or,



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The contract administrator may communicate directly with a subcontractor when the underpayments are plainly evident and the subcontractor is cooperative. It is best to work through the prime contractor when the issues are complex, when there are significant underpayments and/or the subcontractor is not cooperative. In all cases, the subcontractor must ensure that the prime contractor receives a copy of the required corrective documentation.

In most cases, HUD no longer requires employers to submit checks or copies of checks (certified, cashiers, canceled or other) to correct underpayments. Restitution payments are reported and certified by the employer on a correction payroll.

payroll or other reviews. The contract administrator will describe the underpayments and provide instructions for computing and documenting the restitution to be paid. The employer/prime contractor is allowed 30 days to correct the underpayments. Note that the prime contractor is responsible to the contract administrator for ensuring that restitution is paid. If the employer is a subcontractor, the subcontractor will usually make the computations and restitution payments and furnish the required documentation through the prime contractor.

b. Computing Wage Restitution

Wage restitution is simply the difference between the wage rate paid to each affected employee and the wage rate required on the wage decision for all hours worked where underpayments occurred. The difference in the wage rates is called the *adjustment rate*. The adjustment rate times the number of hours involved equals the gross amount of restitution due. You may also compute wage restitution by calculating the total amount of Davis-Bacon wages earned and subtracting the total amount of wages paid. The difference is the amount of back wages due.

c. Correction Payrolls

The employer will be required to report the restitution paid on a correction certified payroll. The correction payroll will reflect the period of time for which restitution is due (for example, Payrolls #1 through #6; or a beginning date and ending date). The correction payroll will list each employee to whom restitution was paid and their work classification; the total number of work hours involved (daily hours are usually not applicable for restitution); the adjustment wage rate (the difference between the required wage rate and the wage rate paid); the gross amount of restitution due; deductions and the net amount actually paid. A signed Statement of Compliance must be attached to the correction payroll.

d. Review of Correction CPR

The contract administrator will review the correction certified payroll to ensure that full restitution was paid. The prime contractor shall be notified in writing of any discrepancies and will be required to make additional payments, if needed, documented on a supplemental correction payroll within 30 days.

e. Unfound Workers

Sometimes, wage restitution cannot be paid to an affected employee because, for example, the employee has moved and can't be located. After wage restitution has been paid to all of the workers who could be located, the employer must submit a list of any workers who could not be found and paid (i.e., unfound workers) providing their names, Social Security Numbers, last known addresses and the gross amount due. In such cases, at the end of the project the prime contractor will be required to place in a deposit or escrow account an amount equal to the total amount of restitution that could not be paid because the employee(s) could not be located. The contract administrator will continue attempts to locate the unfound workers for 3 years after the completion of the project. After 3 years, any amount remaining in the account for unfound workers will be credited and/or forwarded by the contract administrator to HUD.



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address the denial reasons identified by the DOL. Employer requests for reconsideration should be made through the contract administrator but may be made directly to the DOL. (See ¶12-2(d), and also DOL Regulations 29 CFR 1.8.) All requests initiated by or made through the contract administrator or HUD must be submitted through the HUD Headquarters Office of Labor Relations.

- 2) **Administrative Review Board.** Any interested party may request a review of the Administrator's decision on reconsideration by **DOL's Administrative Review Board**. DOL regulations 29 CFR Part 7 explain the procedures for such reviews. (See also 29 CFR 1.9.)

b. Findings of Underpayment

Compliance reviews and other follow-up enforcement actions may result in findings of underpayment. The primary goal in every case and at every step in this process is to reach agreements about who may have been underpaid and how much wage restitution may be due and, of course, to promptly deliver restitution to any underpaid workers. The contract administrator will usually work informally with you to reach such agreements. You will have an opportunity to provide additional information to the contract administrator that may explain apparent inconsistencies and/or resolve the discrepancies.

If informal exchanges do not result in agreement, the final determination and schedule of back wages due will be presented to you in writing and you will be permitted 30 days in which to correct the underpayment(s) or to request a hearing on the matter before the DOL. The request for hearing must be made in writing through the contract administrator and must explain what findings are in dispute and the reasons. In such cases, HUD is required to submit a report to DOL for review and further consideration. All requests for DOL hearing must be submitted through the HUD Headquarters Office of Labor Relations.

- 1) **DOL review.** The DOL will review the contract administrator's report and the arguments against the findings presented in the hearing request. The DOL may affirm or modify the findings based upon the materials presented. You will be notified in writing by the DOL of the results of its review; you will be given an opportunity to correct any underpayments or to request a hearing before a DOL Administrative Law Judge (ALJ). (See DOL Regulations 29 CFR 5.11 (b) and 29 CFR Part 6, Rules of Practice for Administrative Proceedings.)
- 2) **Administrative Review Board.** Contractors and/or subcontractors may request a review by the Administrative Review Board of the decision(s) rendered by the DOL ALJ in the administrative hearing process. See DOL regulations 29 CFR Part 7 for more information about this proceeding.

3-3 Withholding

The contract administrator shall cause withholding from payments due to the prime contractor to ensure the payment of wages which are



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- c. **Where the parties are waiting for the outcome of an administrative hearing** that has been or will be requested contesting a final determination of wages due. The deposit shall be equal to the amount of wage restitution and liquidated damages, if applicable, that have been determined due. Once a final decision is rendered, disbursements from the escrow account are made in accordance with the decision.

3-5 Administrative Sanctions

Contractors and/or subcontractors that violate the labor standards provisions may face administrative sanctions imposed by HUD and/or DOL.

a. **DOL Debarment**

Contractors and/or subcontractors that are found by the Secretary of Labor to be in aggravated or willful violation of the labor standards provisions of the Davis-Bacon and Related Acts (DBRA) will be ineligible (**debarred**) to participate in any DBRA or Davis-Bacon Act contracts for up to 3 years. Debarment includes the contractor or subcontractor and any firm, corporation, partnership or association in which the contractor or subcontractor has a substantial interest. Debarment proceedings can be recommended by the contract administrator or can be initiated by the DOL. Debarment proceedings are described in DOL regulations 29 CFR 5.12.

b. **HUD Sanctions**

HUD sanctions may include Limited Denials of Participation (LDPs), debarments and suspensions.

- 1) **LDPs.** HUD may issue to the employer a limited denial of participation (LDP) which prohibits the employer from further participation in HUD programs for a period up to one year. The LDP is usually effective for the HUD program in which the violation occurred and for the geographic jurisdiction of the issuing HUD Office. HUD regulations concerning LDP's are found at 24 CFR 24.700-24.714.
- 2) **Debarment and suspensions.** In certain circumstances, HUD may initiate its own debarment or suspension proceedings against a contractor and/or subcontractor in connection with improper actions regarding Davis-Bacon obligations. For example, HUD may initiate debarment where a contractor has been convicted for making false statements (such as false statements on certified payrolls or other prevailing wage certifications) or may initiate suspension where a contractor has been indicted for making false statements. HUD regulations concerning debarment and suspension are found at 24 CFR Part 24.

Remember, if you have any questions or need assistance concerning labor standards requirements help is always available. Contact the contract administrator for the project you're working on or the HUD Field Labor Relations staff in your area.

3-6 Falsification of Certified Payroll Reports

Contractors and/or subcontractors that are found to have willfully falsified payroll reports (Statements of Compliance), including correction certified payroll reports, may be subject to civil or criminal prosecution. Penalties may be imposed of \$1,000 and/or one year in prison for each false statement (see Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code).



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Project Wage Rate Sheet

U.S. Department of Housing and Urban Development
Office of Labor Relations

PROJECT NAME:			WAGE DECISION NUMBER/MODIFICATION NUMBER:			
PROJECT NUMBER:			PROJECT COUNTY:			
WORK CLASSIFICATION	BASIC HOURLY RATE (BHR)	FRINGE BENEFITS	TOTAL HOURLY WAGE RATE	LABORERS FRINGE BENEFITS:		\$ TOTAL WAGE
				GROUP #	BHR	
Bricklayers			\$			\$
Carpenters			\$			\$
Cement Masons			\$			\$
Drywall Hangers			\$			\$
Electricians			\$			\$
Iron Workers			\$			\$
Painters			\$	OPERATORS FRINGE BENEFITS:		\$ TOTAL WAGE
				GROUP #	BHR	
Plumbers			\$			\$
Roofers			\$			\$
Sheet Metal Workers			\$			\$
Soft Floor Layers			\$			\$
Tapers			\$			\$
Tile Setters			\$	TRUCK DRIVERS FRINGE BENEFITS:		\$ TOTAL WAGE
				GROUP #	BHR	
OTHER CLASSIFICATIONS			\$			\$
			\$			\$
			\$			\$
			\$			\$

ADDITIONAL CLASSIFICATIONS (HUD Form 4230-A)

WORK CLASSIFICATION	BASIC HOURLY RATE	FRINGE BENEFITS	TOTAL HOURLY WAGE RATE	DATE OF HUD SUBMISSION TO DOL	DATE OF DOL APPROVAL
			\$		
			\$		
			\$		
			\$		

Date _____

I, _____ (Name of Signatory Party) _____ (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____ (Contractor or Subcontractor) _____ on the _____ (Building or Work) _____; that during the payroll period commencing on this _____ day of _____, and ending the _____ day of _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said _____ (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 CFR Subside A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967, 76 Stat. 357; 40 U.S.C. 278c), and described below:

(2) That any payroll is 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: (e) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.	

Border Colonia Access Program
Checklist for Documentation Required for Road Construction

Contractor: _____
 Contract Amount: _____
 Project/Precinct: _____
 Owner's Contract No.: _____

Item	Required Documents	Submitted & Reviewed	Approved	Comments:
	INITIATION OF PROJECT:			
1	Approval to Bid (Purchasing)			
2	Contract - Signed and Executed			
3	Gen. Liability Insurance - (Expiration Date)			
4	Automobile Liab. Insurance - (Expiration Date)			
5	Worker's Comp. & Empl. Liab. (Expiration Date)			
6	Notice to Proceed			
7	Material Sample & Testing Table Sent to Auditor's Office			
	PAYMENT REQUESTS, INCLUDING FINAL:			
8	Application and Certification of Payment (A)			
9	Schedule of Values a/k/a 1257/1258			
10	Estimate Quantity Update Worksheet			
11	List of Suppliers and Sub-contractors			
12	Partial Waiver of Liens (Sub-contractors/suppliers)			
13	TxDot Form 252 Contract Time Statement			
14	Payroll Report w/signed Wage Form			
15	Change Order (Requires TxDot Concurrence)			
	RETAINAGE PAYMENT: * Final request and request for retainage must be billed separately and approved by O.C.			
16	Punch List			
17	Certificate of Construction Completion			
18	Approval by Commissioner's Court			
19	Contractor's Affidavit of Release (Waiver) of Liens (with power of attorney)(B)			
20	Affidavit of Payment of Debts & Claims-lien bond & indemnity bonds(w/power of attorney)(B)			
21	Consent of Surety to Final Payment(with power of attorney)(B)			
22	Final Blue Prints			

CHANGE ORDER NUMBER ONE(1)

Project: _____

DATE OF ISSUANCE: _____ EFFECTIVE DATE: _____

OWNER:
OWNER'S CONTRACT NO: _____

CONTRACTOR: _____ ENGINEER: _____

You are directed to make the following changes in the Contract Documents.

Description: 1.
 2.
 3.
 4.
 5.
 6.

Reason for Change Order: 1.
 2.
 3.
 4.
 5.
 6.

Attachments:

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIME:	
Original Contract Price		Original Contract Time for	
\$ 0.00		Substantial Completion:	0 <small>calendar days or dates</small>
Net Changes from previous Change Order		Net Change from previous Change Orders	
\$ 0.00			0 <small>calendar days</small>
Contract Price prior to this Change Order		Contract Time prior to this Change Order	
\$ 0.00		Substantial Completion:	0 <small>calendar days or dates</small>
Net Increase(decrease) of this Change Order		Net Increase(decrease) of this Change Order	
\$ 0.00			0 <small>calendar days</small>
Contract Price with all approved Change Orders	Net % Increase(decrease) from original contract price. #DIV/O! %	Contract Time with all approved Change Orders	
\$ 0.00		Substantial Completion:	0 <small>calendar days or dates</small>

RECOMMENDED:

APPROVED:

ACCEPTED:

By: _____
Engineer (Authorized Signature)

By: _____
Owner (Authorized Signature)

By: _____
Contractor (Authorized Signature)

Date: _____

Date: _____

Date: _____

Exhibit E-B

APPLICATION FOR PAYMENT NO.

To: _____ (OWNER)
 From: _____ (CONTRACTOR)
 Contract: _____
 Project: _____
 Owner's Contract No. _____ Engineer's Project No. _____
 For Work accomplished through the date of: _____

- | | |
|--|-------|
| 1. Original Contract Price: | _____ |
| 2. Net change by Change Order and Written Agreements(+or-): | _____ |
| 3. Current Contract Price (1 plus 2): | _____ |
| 4. Total completed and stored to date: | _____ |
| 5. Retainage (per Agreement): | _____ |
| <u>10%</u> of completed Work: | _____ |
| _____ of stored material | _____ |
| Total Retainage: | _____ |
| 6. Total completed and stored to date less retainage (4 minus 5) | _____ |
| 7. Less previous Application for Payments: | _____ |
| 8. AMOUNT DUE THIS APPLICATION (6 MINUS 7) | _____ |

Accompanying Documentation:

CONTRACTOR'S Certification:
 The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 2 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date _____

 CONTRACTOR

State of _____
 County of _____
 Subscribed and sworn to before me this _____
 day of _____

By: _____

 Notary Public
 My Commission expires: _____

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date _____

 ENGINEER

By: _____

Colonia:
 Roadway:
 Control:
 Project No:
 County:
 Est. No: 1

Contractor:
 Contract Price:
 Work Done this Mo.:
 % Complete: #DIV/0!

Date Began: ?
 Contract Time: 120
 Time Charged: 90
 % Time Used: 75.00%

Work Type: Paving & Drainage
 Limits:

From:
 To:

ITEM NO.	DESCRIPTION	UNIT	PROJECT QTY	Unit Price	Project Amount	FIRST MONTH			SECOND MONTH			THIRD MONTH		
						MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)
(901) ADMINISTRATIVE														
(902) PRELIMINARY ENGINEERING														
(903) CONSTRUCTION ENGINEERING														
(904) RIGHT-OF-WAY														
(905) ROADWAY CONSTRUCTION														
100	PREP ROW	Sta.	1.100	\$1,800.00	\$1,980.00	1.000	1.000	\$0.00		0	\$0.00		0	0.00
110	BACKFILL (TY A)	Sta.	1.000	\$600.00	\$600.00	0.000	0	\$0.00		0	\$0.00		0	0.00
247	FLEX BASE (RDWY DEL)(TY D GR 6 CL 4)	CY	76.000	\$28.00	\$2,128.00	0.000	0	\$0.00		0	\$0.00		0	0.00
260	LIME (TY A SLURRY) OR (TY B)	TON	1036.000	\$2.00	\$2,072.00	0.000	0	\$0.00		0	\$0.00		0	0.00
260	LIME TREAT SUBGR (DC)(12")	SY	0.000	\$6,000.00	\$0.00	0.000	0	\$0.00		0	\$0.00		0	0.00
262	LIME (TY A SLURRY) OR (TY B)	TON	7.800	\$3,000.00	\$23,400.00	0.000	0	\$0.00		0	\$0.00		0	0.00
262	LME TRT FOR BS CRS (NEW/EXT BS)(DC)(6")	SY	1277.800	\$6.00	\$7,666.80	0.000	0	\$0.00		0	\$0.00		0	0.00
310	ASPH MATRL (MC-30)	GAL	246.7	\$6.00	\$1,480.20	0.000	0	\$0.00		0	\$0.00		0	0.00
500	MOBILIZATION	LS	1.000	\$3,000.00	\$3,000.00	0.000	0	\$0.00		0	\$0.00		0	0.00
502	BARRICADES, SIGNS, AND TRAF HANDLE	MO	1.000	\$1,000.00	\$1,000.00	0.000	0	\$0.00		0	\$0.00		0	0.00
529	CONC CURB AND GUTTER (TY A)(BARRIER)	LF	600.000	\$7.50	\$4,500.00	0.000	0	\$0.00		0	\$0.00		0	0.00
644	SMALL RDSG SGN ASSM (TY A)	EA	2.000	\$300.00	\$600.00	0.000	0	\$0.00		0	\$0.00		0	0.00
644	SMALL RDSG SGN ASSM (TY F)	EA	2.000	\$500.00	\$1,000.00	0.000	0	\$0.00		0	\$0.00		0	0.00
658	DEL ASM TY A (D-SY)	EA	4.000	\$100.00	\$400.00	0.000	0	\$0.00		0	\$0.00		0	0.00
666	REFL PAV MRK TY I (Y)(SLD)(4")	LF	400.000	\$0.25	\$100.00	0.000	0	\$0.00		0	\$0.00		0	0.00
666	REFL PAV MRK TY I (Y)(BRK)(4")	LF	140.000	\$0.25	\$35.00	0.000	0	\$0.00		0	\$0.00		0	0.00
672	RAIS PAV MRKR CL B (REFL)(TY II-A-A)	EA	24.000	\$3.50	\$84.00	0.000	0	\$0.00		0	\$0.00		0	0.00
3146	HOT MIX (TY D)	TON	105.5	\$34.00	\$3,587.00	0.000	0	\$0.00		0	\$0.00		0	0.00
5249	TEMP SEDMT CONT FENCE	LF	70.000	\$3.00	\$210.00	0.000	0	\$0.00		0	\$0.00		0	0.00
(906) DRAINAGE														
464	RC PIPE (CL III)(18")	LF	404.000	\$25.00	\$10,100.00	0.000	0	\$0.00		0	\$0.00		0	0.00
464	RC PIPE (CL III)(24")	LF	120.000	\$30.00	\$3,600.00	0.000	0	\$0.00		0	\$0.00		0	0.00
465	INLET (COMPL)(TY A)	EA	2.000	\$2,000.00	\$4,000.00	0.000	0	\$0.00		0	\$0.00		0	0.00
465	INLET (COMPL)(TY C)	EA	2.000	\$1,500.00	\$3,000.00	0.000	0	\$0.00		0	\$0.00		0	0.00
465	MANH (COMPL)(TYM)	EA	1.000	\$2,000.00	\$2,000.00	0.000	0	\$0.00		0	\$0.00		0	0.00
465	INLET EXT.	EA	2.000	\$700.00	\$1,400.00	0.000	0	\$0.00		0	\$0.00		0	0.00
467	SET (TY II)(18")(RCP)(1:6)	EA	4.000	\$550.00	\$2,200.00	0.000	0	\$0.00		0	\$0.00		0	0.00
467	SET (TY II)(24")(RCP)(1:6)	EA	1.000	\$650.00	\$650.00	0.000	0	\$0.00		0	\$0.00		0	0.00

Monthly Totals:	\$0.00	\$0.00	0.00
ADMINISTRATIVE (901)			
PRELIMINARY ENGINEERING (902)			
CONSTRUCTION ENGINEERING (903)			
RIGHT-OF-WAY (904)			
Roadway (905):	\$0.00	\$0.00	0.00
Drainage (906):	\$0.00	\$0.00	0.00

Total to Date
 Roadway (905): \$0.00
 Drainage (906): \$0.00
 Total \$0.00

Prepared and Checked By:

Signature: _____
 Printed Name:

Date: _____

_____ Contractor Name
 _____ Starting Date
 _____ Project Ending Date
 _____ Retainage Percent

Application No.: _____
 Application Date: _____
 Period To: _____
 Engineer Firm: _____

Summary												
CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

			Estates #1	Palm Lake Estates #1		
			o Street (Street) 30-536	Mahala Street 3C-1080-536		
Item	Code	Item Description				
PAVING						
100		Preparing ROW	68	3.76	70.48	\$0.00
110		Excavation (Roadway)	33	915	14870.00	\$0.00
247		8" FL BS (Compl In Place) (TY E, GR4)	90	1829	29762.00	\$0.00
310		ASPH Matrl (MC-30)	58	366	5952.00	\$0.00
340		ASPH CONC (TY D)(1 1/2")	47	1522	24493.00	\$0.00
502		Barricades, Signs and Traffic Handling		0.50	6.00	\$0.00
530		Turnouts (ASPH-CONC-PAV)(PBS-2)		0	370.00	\$0.00
DRAINAGE						
530		Driveway (ASPH-CONC-PAV) (PB-1)	6	23	923.00	\$0.00
530		Driveway (Concrete 3000 PSI)	7	68	1360.00	\$0.00
529		18" Concrete Curb & Gutter	77	842	13990.00	\$0.00
556		15" RC Pipe		0	104.00	\$0.00
556		18" RC Pipe	4	64	442.00	\$0.00
556		24" RC Pipe	5	0	1913.00	\$0.00
556		Type "A" Inlets		2	21.00	\$0.00
556		Trench Protection	5	34	2395.00	\$0.00
467		Safety End Treatments		0	2.00	\$0.00
529		72" Valley Gutter	0	0	280.00	\$0.00
			\$0.00	\$0.00	TOTAL ESTIMATE	\$0.00

Test Report Table

Material	Test	Description	Required	Remarks	Contractor Name					
					CSJ#	CSJ#	CSJ#	CSJ#	CSJ#	
Subgrade	Tex-101-E Part III	Pulverization								
	Tex-113	Moist. Density Curve								
	Tex-115-E	In-place Density Thickness Proof Roll								
Flex Base	Tex-101-E	Preparing Soils and Flex Bases								
	Tex-104-E	Determining Liquid Limit of Soils								
	Tex-105-E	Determining Plastic Limit of Soils								
	Tex-106-E	Calculating the Plasticity Index								
	Tex-107-E	Linear Shrinkage								
	Tex-110-E	Particle Size Analysis								
	Tex-113-E	Moisture Density Relationship of Base Materials(includes Limed)								
	Tex-116-E	Wet Ball Mill Method Tex								
	Tex-117-E	Triaxial Compression for Base Material (Includes Limed)								
	Tex-115-E	In-place Density Thickness								
	En-1	IAW ASTM 4609								
Tex-103-E										
Tex-114-E										
TexDOT 121 E										
ASTM D 4546										
ASTM D 1587										
Tex115-E										
Hot Mix	Tex-207-F	Determining Density of Compacted Bituminous Mixtures								
	Tex-208-F	Test for Stabilometer Value of Bituminous Mixtures								
	Tex-210-F	Determining Asphalt Content of Bituminous Mixtures by Extraction								
	Tex-228-F	Determining Asphalt Content of Bituminous Mixtures by the Nuclear Method								
	Tex-229-F	Combined HMAC Cold Belt Sampling and Testing Procedure								
	Tex-236-F	Determining Asphalt Content from Asphalt Paving Mixtures By the Ignition Method								
	Tex-207-E	Determining Density of Compacted Bituminous Mixtures								
	Tex-212-E	Determining Moisture Content of Bituminous Mixtures								
	Tex-213-E	Determining Hydrocarbon-Volatile Content of Bituminous Mixtures								
	In-Place Density	Texas SDHPT Bulletin C-14								
ASTM D-2950.76										
AASHTO T-166										
Lime	Tex-600-J	Lime Testing Procedure		Waive testing if less than 50 Tons from a Pre-Approved Source						
Rcp		Three Edge Bearing Test		1 pipe for each 100 pipe						

ASAGO CONSTRUCTION
"QUALITY AND SERVICE"

RAUL IGLESIAS
Manger

ASAGO, LLC
2113 Pecos
Mission, TX 78572
(956)607-0741 office
(956)585-7040 fax
iglesias@hiline.net

October 1, 2008

Mr. Javier Hinojosa, P.E.
Javier Hinojosa Engineering
4126 E. Dove Ave.
McAllen, TX 78504

RE: Hidalgo County Colonia Access Program
Drainage and Paving Construction at El Sol Subdivision Unit # 1 & 2
Contract No.: C-CAP-08-021-7-01

Mr. Hinojosa:

The following is the list of suppliers used in the above mentioned projects as per the County's request:

Rio Valley Pipe 7301 W. Exp. 83 Mission, TX 78572 (956)-584-5770

If you have any questions, please call me at (956) 607-0741

Best regards,
Raul Iglesias
Raul Iglesias, Manger

PARTIAL/FINAL WAIVER OF LEIN

THE STATE OF TEXAS

COUNTY OF _____

The undersigned contracted with _____
to furnish _____
in connection with certain improvements to real property located in _____
County, Texas, and owned by _____
Which improvements are described as follows:

In consideration of Pay Estimate No _____ in the amount of _____
DOLLAR(\$ _____) and other good and
valuable consideration, the receipt and sufficiency of which is hereby acknowledged and
confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's
lien or claims of lien that the undersigned has or hereafter has on the above mentioned real
property on account of any labor performed or materials furnished or to be furnished or labor
performed and materials furnished by the undersigned pursuant to the above-mentioned contract
or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the
erection and construction of such improvements on the Property have been fully paid and
satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for
material or labor against said Property arising out of any bills for material or labor in connection
with the erection or construction of said improvements thereon, Undersigned will obtain a
settlement of such lien or liens and a proper release thereof shall be obtained.

CONTRACTOR

BY: _____
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the _____ day of _____, 20__ to
certify which witness my hand and seal of office.

NOTARY PUBLIC in and for the State of Texas
My Commission Expires: _____

**CONTRACTOR'S AFFIDAVIT OF
PAYMENTS OF DEBTS AND CLAIMS**

PROJECT: OWNER: CONTRACTOR: ENGINEER:	PROJECT NO.
--	--------------------

The Contactor in accordance with the Contract Documents, hereby certifies that, except as listed below, all obligations for all materials and equipment furnished, for all work labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible have been paid in full or have otherwise been satisfied in full.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

CONTRACTOR

By _____

Title _____

Subscribed and sworn to before me this _____ day of _____

Notary Public: _____

My Commission Expires: _____

**Prevailing Wage Rates
Certification Statement**

Date _____

Project Name _____

CSJ# _____

Contractor _____

Application# _____

I, _____ do hereby state:
(Name of Project Director)

1. That a payroll (form WH-347 or similar form) was submitted for contract work Performed for the period covered by the attached application.
2. That a statement of compliance(form WH-347 or similar form) was submitted with the payroll.
3. The certified payroll complies with the classifications and minimum wage rates Stipulated in the contract.
4. That a minimum of one interview was conducted with laborers using Form HUD-11 or similar.

Signature

U.S. Department of Labor
 Employment Standards Administration
 Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions, Form WH-347 (nsL))

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.



NAME OF CONTRACTOR OR SUBCONTRACTOR ADDRESS PROJECT OR CONTRACT NO.

CMB No.: 1216-0149
 Expires: 03/31/2008

PAYROLL NO. PROJECT AND LOCATION

FOR WEEK ENDING

(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) EMPLOYEE'S IDENTIFICATION NUMBER	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS OF PAY	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS				(9) NET WAGES PAID FOR WEEK
			(4) DAY AND DATE										FICA	WITH- HOLDING TAX	OTHER	TOTAL DEDUCTIONS	
			15	16	17	18	19	20	21								

We estimate that it will take an average of 50 minutes to complete this collection of information, including time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U. S. Department of Labor, Room S3502, 200 Constitution Avenue, N. W., Washington, D. C. 20210.

FORM WH-347, Revised Nov. 1998 - FORMERLY SOL 184 - PURCHASE THIS FORM DIRECTLY FROM THE SUPT. OF DOCUMENTS

Exhibit E-K

Date _____

I, _____ (Name of Signatory Party) _____ (Title)
do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____ (Contractor or Subcontractor) _____ on the _____ (Building or Work) _____; that during the payroll period commencing on the _____ day of _____, and ending the _____ day of _____ all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said _____

_____ (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 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 987; 78 Stat. 357; 40 U.S.C. 276c), and described below.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work to be 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.

(c) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS	EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 4001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.	

CERTIFICATE OF CONSTRUCTION COMPETION

THIS IS TO CERTIFY THAT ON _____ DAY OF _____ A FINAL INSPECTION was made of the project herein described.

CONTRACT

CONTRACT DATE: _____
OWNER: _____
CONSTRUCTION CONTRACTOR: _____
OF THE CITY OF _____ STATE OF _____

PROJECT DESCRIPTION

CONSTRUCTION OF _____

CONTRACT NO: _____
Located in or near the City/Precinct Of _____

THIS IS TO CERTIFY"

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:

2. That the sum of _____, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.

3. That the contractor has presented a "Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5. Amount of Original Contract _____
Present Amount of Contract _____
Total Amount of earned to Date _____
Less: previous payments _____
Balance _____
Authorized deductions _____
AMOUNTY OF FINAL PAYMENT _____

6. That the final payment in the amount of _____
_____ is now due and payable.

Engineer's Signature

CONCURRED BY:

Contractor's Name

By: _____

Title: _____

CONCURRED BY:

City/Precinct

By: _____

Title: _____

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

PROJECT:

PROJECT NO.

OWNER:

CONTRACTOR:

ENGINEER:

The Contractor, in accordance with the Contract Documents, and in consideration for the full and final payment to the Contractor for all services in connection with the project, does hereby waive and release any and all liens, or any and all claims to liens which the Contractor may have on or affecting the project as a result of its contract(s) for the Project or for performing labor and/or furnishing materials in any way connected with the construction of any aspect of the project. The Contractor further certifies and warrants that all subcontractors of labor and/or materials for the Project, except as listed below, have been paid in full for all labor and/or materials supplied to, for through or at the direct or indirect request of the Contractor prior to, through and including the date of this affidavit.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

CONTRACTOR

By

Title

Subscribed and sworn to before me this

day of

Notary Public:

My Commission Expires:

Contractor Name _____
 Starting Date _____
 Project Ending Date _____
 Engineer's / County Project Description _____

Application No.: _____
 Application Date: _____
 Period To: _____
 Engineer's / County Project No.: _____

No.	Item Code	Description	Original Schedule Value		Value		First Month		Second Month		Third Month		Balance To Finish				
			Unit	Original Rate	Quan	Dollars	Revised Rates	Quan	Dollars	Monthly Quan	Item Cost (Monthly)	QTY to Date	Item Cost (Monthly)	Monthly Quan	Item Cost (Monthly)	Total to Date	Quan
(905) ROADWAY																	
1	100	Preparation of Right-of-Way	Sta	\$	0.0	-	0	0.0	0	0	-	-	-	-	-	0.0	0.0
2	182	6' road Grader Work(Dens Cont.) Subgrade	S.Y.	\$	0.0	-	0	0.0	0	0	-	-	-	-	-	0.0	0.0
3	247	6' FL BS(Compt In Place)	S.Y.	\$	0.0	-	0	0.0	0	0	-	-	-	-	-	0.0	0.0
4	310	Asph. Metr. (MC-30)	Gal	\$	0.0	-	0	0.0	0	0	-	-	-	-	-	0.0	0.0
5	340	Asph. Conc. 1Y D	S.Y.	\$	0.0	-	0	0.0	0	0	-	-	-	-	-	0.0	0.0
6	500	Mobilization	L.S.	\$	0.0	-	0	0.0	0	0	-	-	-	-	-	0.0	0.0
7	502	Barricades, Signs and Traffic Handling	Mb	\$	0.0	-	0	0.0	0	0	-	-	-	-	-	0.0	0.0
8	530	Turnouts	Ea	\$	0.0	-	0	0.0	0	0	-	-	-	-	-	0.0	0.0
9	3249	Term Sedimt Cont Fence (Installed)	L.F.	\$	0.0	-	0	0.0	0	0	-	-	-	-	-	0.0	0.0
10	3249	Term Sedimt Cont Fence Handling (Removed)	L.F.	\$	0.0	-	0	0.0	0	0	-	-	-	-	-	0.0	0.0
		Total Roadway															
(906) DRAINAGE																	
11	530	Dwvys (Asph Conc Pav) (PRB)	S.Y.	\$	0.0	-	0	0.0	0	0	-	-	-	-	-	0.0	0.0
12	247	Dwvys Flexible Base	S.Y.	\$	0.0	-	0	0.0	0	0	-	-	-	-	-	0.0	0.0
13	556	8' Storm Drain	L.F.	\$	0.0	-	0	0.0	0	0	-	-	-	-	-	0.0	0.0
14	556	18" RCP Storm Drain	L.F.	\$	0.0	-	0	0.0	0	0	-	-	-	-	-	0.0	0.0
15	485	1Y "A" Inlets	Ea.	\$	0.0	-	0	0.0	0	0	-	-	-	-	-	0.0	0.0
16	485	Concrete Manhole	Ea.	\$	0.0	-	0	0.0	0	0	-	-	-	-	-	0.0	0.0
17		15" R.C.P.	L.F.	\$	0.0	-	0	0.0	0	0	-	-	-	-	-	0.0	0.0
18		1Y "A" Inlets	Ea.	\$	0.0	-	0	0.0	0	0	-	-	-	-	-	0.0	0.0
19		Manhole	Ea.	\$	0.0	-	0	0.0	0	0	-	-	-	-	-	0.0	0.0
20		6.0' Valley Gutter	L.F.	\$	0.0	-	0	0.0	0	0	-	-	-	-	-	0.0	0.0
		Total Drainage															
TOTAL BASE AMOUNTS:																	

Print Name _____ Date _____

Signature _____

CONSTRUCTION IDENTIFICATION SIGN:

Size, 4' - 0" X 8' - 0"

Letters to be brown with beige background

Construction Identification Signs To Be Erected Prior To Beginning of Actual Construction

Wood for Signs Shall Be $\frac{3}{4}$ " Waterproofing Resin Bonded Exterior Grade Plywood (Douglas Fir Plywood Association of Equal)

Payment for Furnishing, Erecting, Maintenance and Removing Construction Identification Signs Will Not Be made Directly. Such Costs Shall be Included in the Overall Bid Submitted.

To Be Erected as Indicated on title Sheet.

Precinct Logo



Your Tax Dollars at Work

Hidalgo County Pct 3

Joe M. Flores, Commissioner
Border Colonia Access Program

In Partnership with Texas Department of Transportation

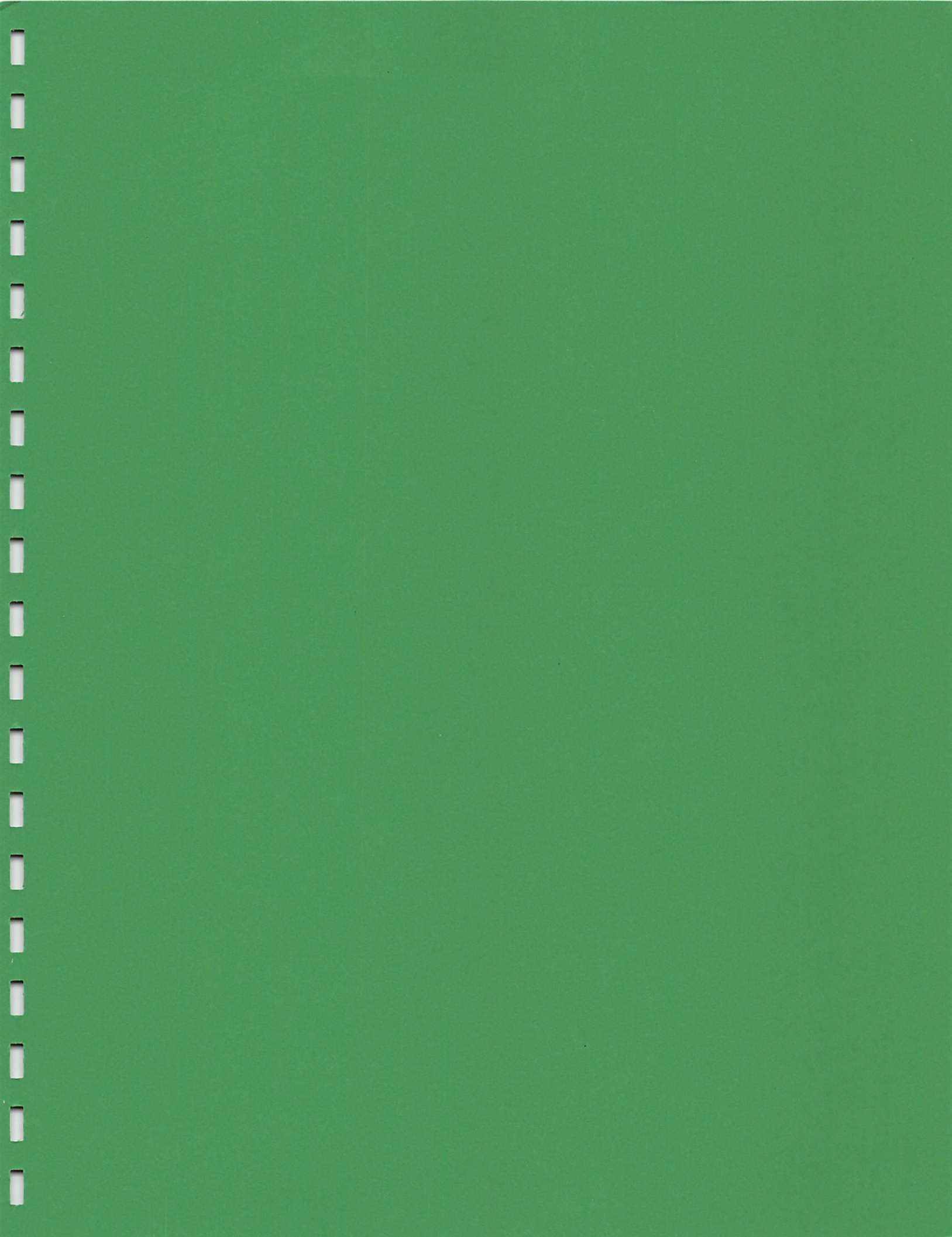
Palm Lake Estates No. 1

Hidalgo County Commissioner's Court

Ramon Garcia	– County Judge
A.C. Cuellar, Jr.	- Commissioner Pct #1
Hector "Tito" Palacios	- Commissioner Pct #2
Joe M. Flores	- Commissioner Pct #3
Joseph Palacios	- Commissioner Pct #4

Project Contractor: _____

Project Engineer: Javier Hinojosa Engineering



Zimbra

yvette.salinas@co.hidalgo.tx.us

Request Approval to Advertise - Palm Lake Estates Subdivision No.1

From : Marcie Jackson <marcie.jackson@co.hidalgo.tx.us>

Tue, Nov 25, 2014 04:53 PM

Subject : Request Approval to Advertise - Palm Lake Estates Subdivision No.1**To** : Yvette Salinas <yvette.salinas@co.hidalgo.tx.us>**Cc** : John Paul Lugo <johnpaul.lugo@co.hidalgo.tx.us>, norma ceballos <norma.ceballos@co.hidalgo.tx.us>

Yvette,

Please place the following item on CC agenda for Tuesday 02nd December 2014:

Approval to advertise, 3rd Call Border Colonia Project for Precinct 3: Palm Lake Estates (CSJ:3C1080536)

Advertising Account: 4-1312-431-00-123-536-0-540 PO #680951

[4-1312-431-00-123-536-1-540](#) PO #680951

Project Engineer: Javier Hinojosa Engineering

Account: 4-1312-431-00-123-536-0-731/733 & [4-1312-431-00-123-536-1-731/733](#),

Respectively,

John Paul Lugo,
BCAP Executive Director
1902 Joe Stephens Ave. Ste. 101
Weslaco, Texas 78599
P-956.968.8733
F-956.973.7804

HIDALGO COUNTY PRECINCT NO. 3

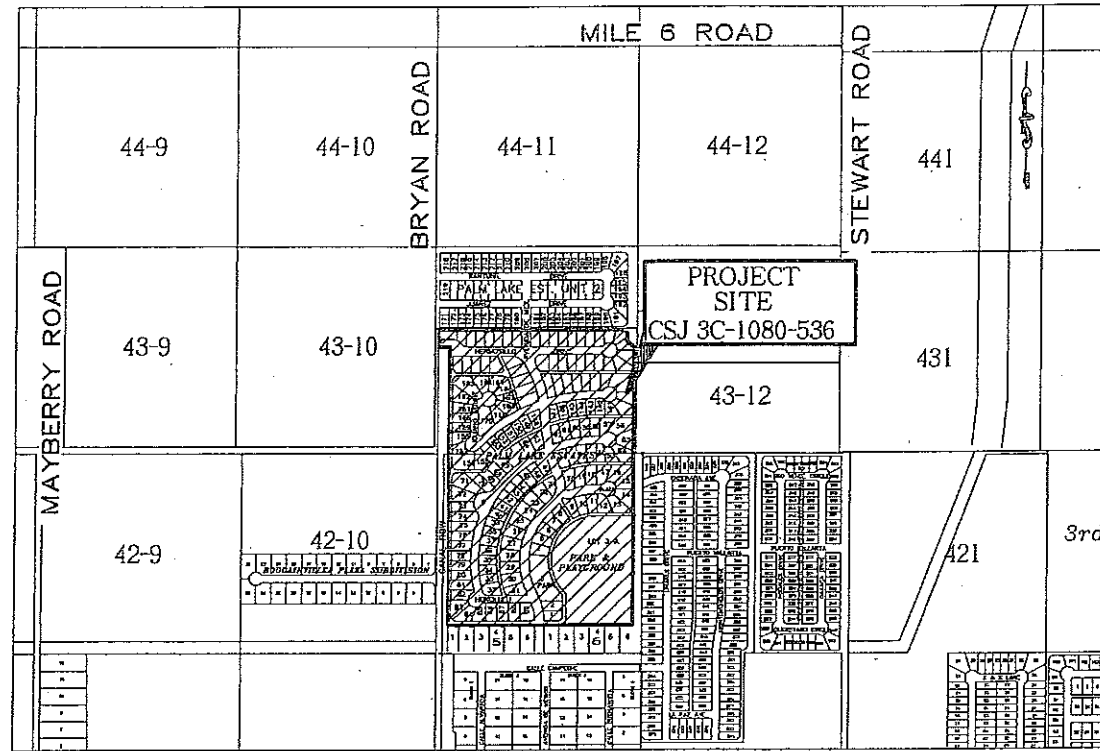
CONSTRUCTION PLANS FOR BORDER COLONIA ACCESS PROGRAM ROUND III - ALLOCATED AND COMPETITIVE PALM LAKE ESTATES No. 1

CSJ: 3C-1080-536

PROJECT DATA
DESIGN SPEED: 30 MPH
EXCEPTIONS: NONE
EQUATIONS: NONE

CONSTRUCTION OF LOCAL STREETS CONSISTING OF:
GRADING, STRUCTURES, FLEXIBLE BASE
AND ASPHALTIC CONCRETE PAVEMENT

PALM LAKES ESTATES No. 1			AREA OF DISTURBED SOIL (AC)
CSJ: 3C-1080-536 HERMOSILLO DRIVE	1183 FT	0.22 MILES	1.44 ACRES
CSJ: 3C-1080-536 GUAYMAS STREET	1055 FT	0.20 MILES	1.26 ACRES
CSJ: 3C-1080-536 ALVARADO STREET	1668 FT	0.32 MILES	1.94 ACRES
CSJ: 3C-1080-536 MAHALA AVENUE	376 FT	0.07 MILES	0.50 ACRES
CSJ: 3C-1080-536 HONOLULO AVENUE	379 FT	0.07 MILES	0.52 ACRES
CSJ: 3C-1080-536 IGUANO COURT	419 FT	0.08 MILES	0.52 ACRES
CSJ: 3C-1080-536 MEXICO STREET	1883 FT	0.36 MILES	2.39 ACRES
CSJ: 3C-1080-536 MEXICO STREET(N)	123 FT	0.02 MILES	0.27 ACRES
			8.84 ACRES



LOCATION MAP
N.T.S.

HIDALGO COUNTY COMMISSIONERS

RAMON GARCIA COUNTY JUDGE
A.C. CUELLAR COMMR. PCT. No. 1
HECTOR "TITO" PALACIOS COMMR. PCT. No. 2
JOE M. FLORES COMMR. PCT. No. 3
JOSEPH PALACIOS COMMR. PCT. No. 4

APPROVAL
HIDALGO COUNTY
COLONIA ACCESS PROGRAM
John Paul Lugo
JOHN PAUL LUGO, EXECUTIVE DIRECTOR
DATE: 10/22/14

APPROVAL
HIDALGO COUNTY PRECINCT No.3
Joe M. Flores
JOE M. FLORES, COMMISSIONER
DATE:

APPROVAL
HIDALGO COUNTY PLANNING DEPT.
Raul Sesin
RAUL SESIN, P.E., PLANNING ADMINISTRATOR
DATE: 11/06/14

CONCURRENCE
HIDALGO COUNTY DRAINAGE
DIST. No. 1
Godfrey Garza Jr
GODFREY GARZA JR, DISTRICT MANAGER.
DATE: 11/10/14

STANDARD SHEETS IDENTIFIED ON THE INDEX ON SHEETS
HAVEN BEEN SELECTED BY ME OR UNDER MY RESPONSIBLE
SUPERVISION AS BEING APPLICABLE TO THIS PROJECT.
Javier Hinojosa
JAVIER HINOJOSA, P.E.
DATE: 7/30/14



SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT
OF TRANSPORTATION ON JUNE 1, 2004 SHALL GOVERN
ON THE PROJECT.



JAVIER HINOJOSA ENGINEERING
TBE FIRM NUMBER F-1295

HIDALGO COUNTY

JEH
JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
416 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 668-1588
TBE FIRM No. F-1295

PALM LAKE ESTATES No. 1

HERMOSILLO DRIVE

CSJ: 3C-1080-536
 BEG STA. 10+14
 END STA. 21+97
 NET LENGTH OF PROJECT: 1183 FT.=0.22 MILES

GUAYMAS STREET (LA POINT STREET)

CSJ: 3C-1080-536
 BEG STA. 9+80
 END STA. 20+35
 NET LENGTH OF PROJECT: 1055 FT.=0.20 MILES

ALVARADO STREET (HARDING STREET)

CSJ: 3C-1080-536
 BEG STA. 9+60
 END STA. 26+28
 NET LENGTH OF PROJECT: 1668 FT.=0.32 MILES

MAHALA AVENUE

CSJ: 3C-1080-536
 BEG STA. 10+12
 END STA. 13+88
 NET LENGTH OF PROJECT: 376 FT.=0.07 MILES

HONOLULU AVENUE

CSJ: 3C-1080-536
 BEG STA. 9+60
 END STA. 13+39
 NET LENGTH OF PROJECT: 379 FT.=0.07 MILES

IGUANO COURT

CSJ: 3C-1080-536
 BEG STA. 9+80
 END STA. 13+99
 NET LENGTH OF PROJECT: 419 FT.=0.08 MILES

MEXICO STREET

CSJ: 3C-1080-536
 BEG STA. 10+00
 END STA. 28+83
 NET LENGTH OF PROJECT: 1883 FT.=0.36 MILES

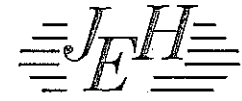
MEXICO STREET (NORTH)

CSJ: 3C-1080-536
 BEG STA. 10+12
 END STA. 11+35
 NET LENGTH OF PROJECT: 123 FT.=0.02 MILES


Javier Hinojosa
 2/22/13



HIDALGO COUNTY



JAVIER HINOJOSA ENGINEERING
 CONSULTING ENGINEERS
 416 E. DOVE AVENUE McALLEN, TEXAS 78504
 PHONE (956) 668-1588
 TBPE FIRM No. F-1295

**COLONIA ACCESS PROGRAM
 SUBDIVISIONS LIMITS**

HIDALGO COUNTY TEXAS

DN:		FED. RD. DIV. NO.	STATE	FEDERAL AID PROJECT NO.	HIGHWAY NO.
CK DN:			TEXAS		
DN:					
CK DN:		STATE DIST. NO.	COUNTY	CONTROL. NO.	SECT. NO.
TR:			HIDALGO		
CK TR:					2

SHEET NO. DESCRIPTION

GENERAL

- 1 - TITLE SHEET
- 2 - SUBDIVISION LIMITS
- 3 - INDEX SHEET
- 4 - TYPICAL SECTION
- 5 - ESTIMATE AND QUANTITIES (PALM LAKE ESTATES)
- 6-7 - PROJECT LAYOUT -PALM LAKE ESTATES
- 8 - GENERAL NOTES

TRAFFIC CONTROL PLAN SHEETS

- 9 - TRAFFIC CONTROL NARRATIVE

STANDARDS

- 10 - BC(1)-99 (MDD) BARRICADE AND CONSTRUCTION STANDARDS
- 11 - WZ(VL)-03 SIGNS FOR UNEVEN LANES

ROADWAY DETAILS

PAVING

- 12-14 - HERMOSILLO DRIVE
- 15-16 - GUAYMAS STREET
- 17-20 - ALVARO STREET
- 21 - MAHALA AVENUE
- 22 - HONDOLULU AVENUE
- 23 - IGUANO COURT
- 24-27 - MEXICO STREET
- 28 - MEXICO STREET (NORTH)

DRAINAGE & DETAILS

- 29-30 - ALVARADO STREET
- 31-33 - MEXICO STREET
- 34 - OUTFALL (ALLEY)
- 35 - (D) INLET TYPE 'A'
- 36 - BEDDING AND DOWN DRAIN DETAILS

SHEET NO. DESCRIPTION

STANDARDS

- 37 - (D) TURNOUTS DETAILS
- 38 - (D) DRIVEWAY DETAILS
- 39 - (D) PAVEMENT RECONNECT AREAS DETAILS
- 40 - (D) DRIVEWAY & TURNOUTS PROFILE DETAILS

ENVIRONMENTAL ISSUES

- 41 - BORDER ACCESS COLONIA PROJECT

STANDARDS



- 42 - EROSION AND SEDIMENT CONTROLS

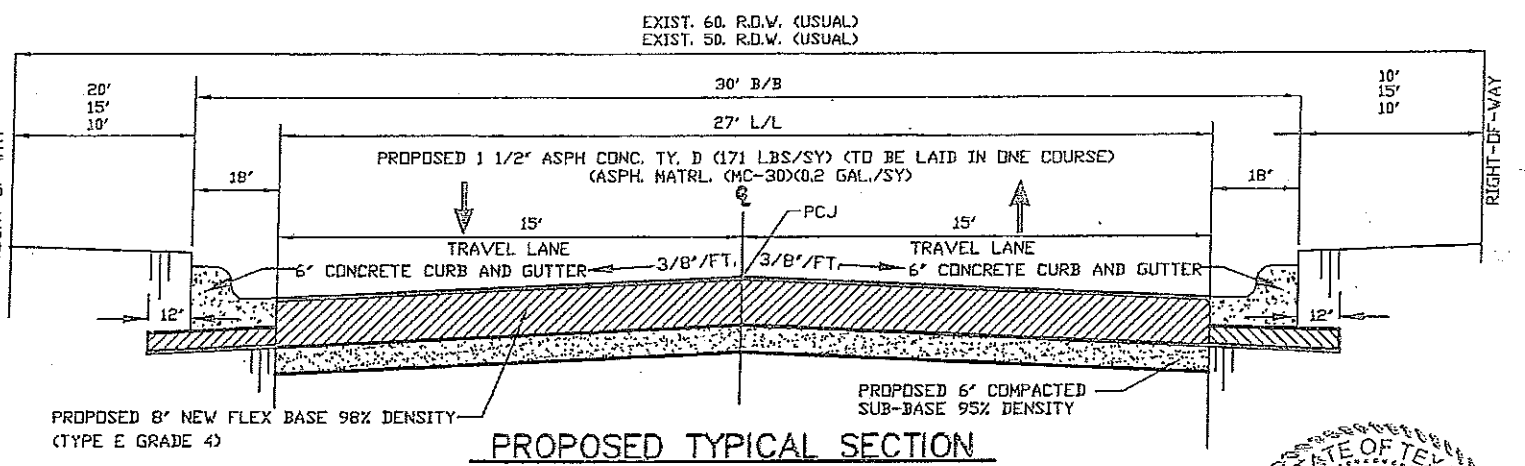
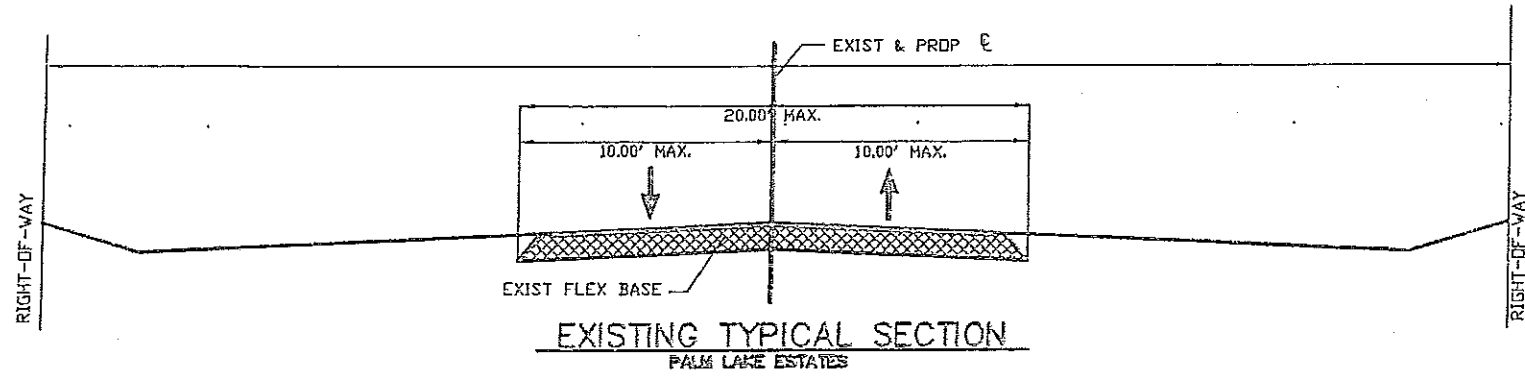
CURB CURVE DATA TABLE

- 43 - CURB CURVE DATA TABLE
- 44 - DRIVEWAY SUMMARY TABLE
- 45 - DRIVEWAY SUMMARY TABLE

LEGEND:

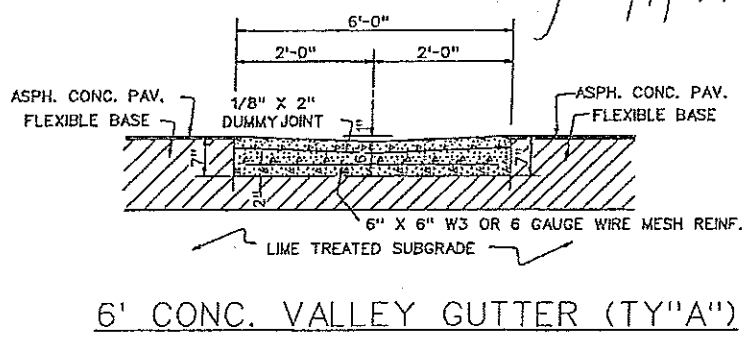
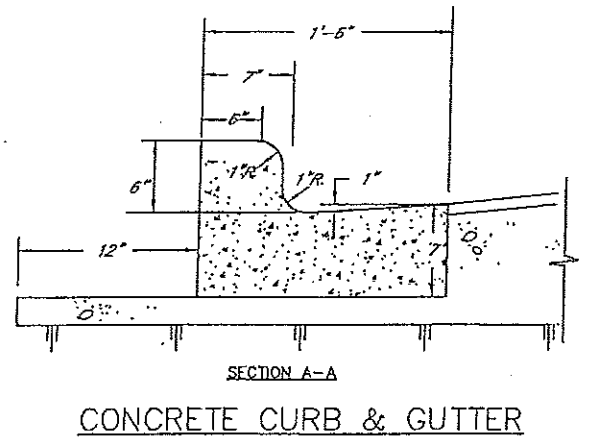
- (D) DENOTES DISTRICT STANDARD
- (S) DENOTES STATE STANDARD

	HIDALGO COUNTY																											
 JAVIER HINOJOSA ENGINEERING CONSULTING ENGINEERS 416 E. DOVE AVENUE McALLEN, TEXAS 78504 PHONE (956) 668-1588 TBPE FIRM No. F-1285																												
COLONIA ACCESS PROGRAM INDEX OF SHEET HIDALGO COUNTY TEXAS																												
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>INT</td></tr> <tr><td>CK INT</td></tr> <tr><td>DW</td></tr> <tr><td>CK DW</td></tr> <tr><td>TR</td></tr> <tr><td>CK TR</td></tr> </table>	INT	CK INT	DW	CK DW	TR	CK TR		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>FED. RD. DIV. NO.</td></tr> <tr><td>STATE</td></tr> <tr><td>TEXAS</td></tr> <tr><td>FEDERAL AID PROJECT NO.</td></tr> <tr><td></td></tr> <tr><td>STATE DIST. NO.</td></tr> <tr><td>HIDALGO</td></tr> <tr><td>COUNTY</td></tr> <tr><td>CONTROL. NO.</td></tr> <tr><td></td></tr> <tr><td>SECT. NO.</td></tr> <tr><td></td></tr> <tr><td>JOB NO.</td></tr> <tr><td></td></tr> <tr><td>SHEET NO.</td></tr> <tr><td>3</td></tr> </table>	FED. RD. DIV. NO.	STATE	TEXAS	FEDERAL AID PROJECT NO.		STATE DIST. NO.	HIDALGO	COUNTY	CONTROL. NO.		SECT. NO.		JOB NO.		SHEET NO.	3		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>HIGHWAY NO.</td></tr> <tr><td></td></tr> </table>	HIGHWAY NO.	
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3																												
HIGHWAY NO.																												



SCALE: N.T.S.
 PALM LAKE ESTATES
 HERMOSELLO DRIVE (STA. 10+14 TO 21+87) GUAYMAS STREET (STA. 8+80 TO 20+35)
 HONOLULU AVENUE (STA. 8+60 TO 15+35) ISLAND COURT (STA. 8+80 TO 13+85)
 MEDICO STREET (STA. 10+00 TO 20+55) ALVARADO STREET (STA. 8+00 TO 26+20)
 ISHALA AVENUE (STA. 10+12 TO 15+85) MEDICO STREET (STA. 10+12 TO 11+35)

STATE OF TEXAS
 JAVIER HINOJOSA
 74808
 11/2/14



TO BE USED WHERE REQUIRED TO CARRY DRAINAGE WATER ACROSS SIDE STREETS

ITEM 247: FLEXIBLE BASE

FLEXIBLE BASE TYPE E WILL BE COMPOSED OF CALICHE (ARGILLACEOUS LIMESTONE, CALCAREOUS CLAY PARTICLES) AND MAY CONTAIN STONE, CONGLOMERATE, GRAVEL SAND OR GRANULAR MATERIALS WHEN THESE MATERIALS ARE IN SITU WITH THE CALICHE


247-1
 FLEXIBLE BASE (TYPE E GR 4) SHALL CONFORM TO FOLLOWING REQUIREMENTS:

RETAINES ON SQ. SIEVE	PERCENT RETAINED
2"	0
1/2"	20 - 60
No. 4	40 - 75
No. 40	70 - 90
MAX. PI:	15
MAX. WET BALL PI:	15
WET BALL MILL MAX AMOUNT:	50
MI. COMP STRENGTH PSI:	150 AT 15 PSI LATERAL PRESSURE
TRIAxIAL TEST	TEXT - 117-E


THE WET BALL TEST (TEX-116-E) SHALL BE RUN ON THE PLASTICITY INDEX OF THE MATERIAL PASSING THE No. 40 SIEVE SHALL BE DETERMINED (WETBALL P.I.)

GENERAL NOTES:

- PVI - POINT OF VERTICAL INTERSECTION
- PCJ - PERMISSIBLE CONSTRUCTION JOINT
- PERMISSIBLE CONSTRUCTION JOINT SHALL FALL ON THE PROPOSED ROADWAY CENTERLINE.
- ALL GRADING SHALL BE WITHIN THE EXISTING RIGHT OF WAY LIMITS.
- WHERE REQUIRED BY FIXTURES OR UNUSUAL CONDITIONS THE GOVERNING SLOPES MAY BE VARIED WHEN SPECIFICALLY DIRECTED BY THE ENGINEER.
- THE COMPLETE BASE SHALL BE PROOF ROLLED BEFORE THE EARTH SHOULDER IS SHAPED, AND ITS FINAL COMPACTION WILL BE DONE OVER BASE AND EDGE OF SHOULDER THE EXISTING SUBGRADE OR ROADWAY SHALL BE SHAPED, BLADED, AND PROOF ROLLED A MINIMUM DISTANCE OF 2' BEYOND THE EDGE OF THE PROPOSED BASE COURSE ANY SOFT SPOT SHALL BE STABILIZED IN ACCORDANCE WITH ITEM 216.
- SEE 'SUBDIVISION LIMITS' SHEET FOR PROJECT LIMITS.



HIDALGO COUNTY



JAVIER HINOJOSA ENGINEERING CONSULTING ENGINEERS
 416 E. DOVE AVENUE McALLEN, TEXAS 78504
 PHONE (956) 668-1588
 TBPE FIRM No. F-1295

COLONIA ACCESS PROGRAM TYPICAL SECTION



HIDALGO COUNTY TEXAS

DN:	FED. RD. DIV. NO.:	STATE:	FEDERAL AID PROJECT NO.:	HIGHWAY NO.:
CK DN:		TEXAS		
DN:				
CK DN:	STATE DIST. NO.:	COUNTY:	CONTR. NO.:	SECT. NO.:
TR:		HIDALGO		
CK TR:				4

PALM LAKES ESTATES No. 1																		
			HONOLULU AVENUE		IGUANO COURT		MEXICO STREET		MEXICO STREET (NORTH)		HERMOSILLO DRIVE		GUAYMAS STREET		ALVARADO STREET		MAHALA AVENUE	
			CSJ: 3C-1080-536		CSJ: 3C-1080-0536		CSJ: 3C-1080-536		CSJ: 3C-1080-536		CSJ: 3C-1080-536		CSJ: 3C-1080-536		CSJ: 3C-1080-536		CSJ: 3C-1080-536	
ITEM.	CODE	UNIT	EST.	FIN.	EST.	FIN.	EST.	FIN.	EST.	FIN.	EST.	FIN.	EST.	FIN.	EST.	FIN.	EST.	FIN.
100	502	STA	3.79		4.19		18.45		1.23		11.83		10.55		16.68		3.76	
110	---	CY	596		1047		3382		226		2343		2228		4133		915	
247	699	SY	1191		2094		6765		451		4686		4456		8290		1829	
310	501	GAL	238		419		1353		90		937		891		1658		366	
340	---	SY	977		1761		5535		369		3863		3719		6747		1522	
502	501	MO	0.50		0.50		1.25		0.25		1		1		1		0.50	
530	540	SY	N/A		69		131		N/A		299		105		296		23	
530	542	SY	105		117		228		N/A		271		194		377		68	
530	655	SY	60		N/A		250		30		30		N/A		N/A		N/A	
529	---	LF	584		795		3838		263		2200		1891		3577		842	
464	---	LF	N/A		N/A		N/A		34		70		N/A		N/A		N/A	
464	---	LF	N/A		N/A		218		N/A		126		N/A		34		64	
464	---	LF	N/A		N/A		1603		N/A		N/A		N/A		625		N/A	
464	---	EA	N/A		N/A		14		2		N/A		N/A		3		2	
464	---	LF	N/A		N/A		1506		34		196		N/A		625		34	
467	---	EA	N/A		N/A		N/A		N/A		2		N/A		N/A		N/A	
529	---	LF	N/A		N/A		80		N/A		N/A		N/A		200		N/A	

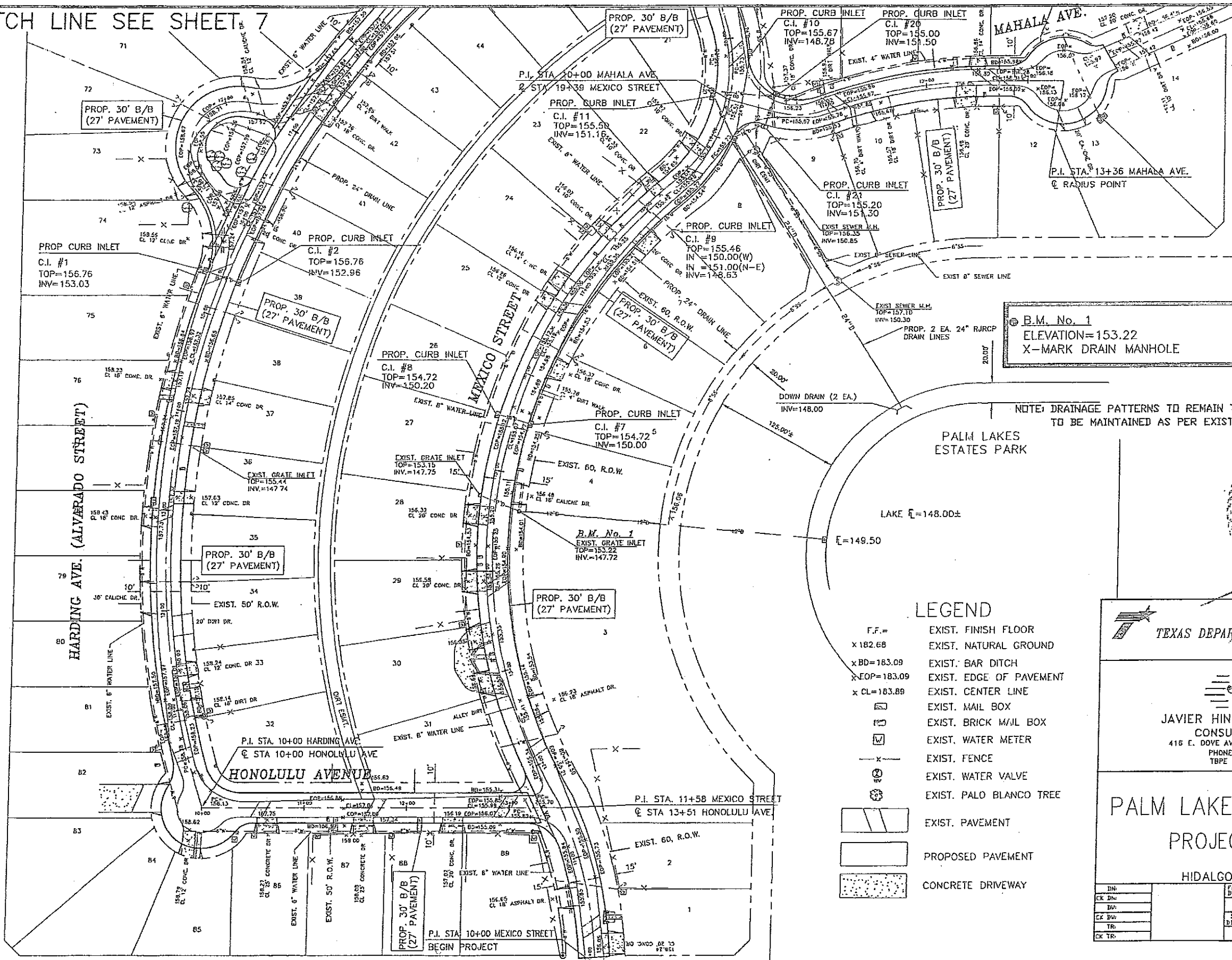
PROJECT QUANTITIES				TOTAL	
ITEM.	CODE	UNIT	DESCRIPTION	EST.	FIN.
100	502	STA	PREPARING R.O.W.	70.48	
110	---	CY	EXCAVATION (ROADWAY)	14870	
247	699	SY	FL BS (COMPL IN PLACE) (TY E GR 4)	29762	
310	501	GAL	ASPH MATRL (MC-30)	5952	
340	---	SY	ASPH CONC (TY D)	24493	
502	501	MO	BARRICADES, SIGNS AND TRAFFIC HANDLING	6	
530	540	SY	DRIVEWAY (ASPH-CONC-PAV) (PB-1)	923	
530	542	SY	DRIVEWAY (CONCRETE 3000 PSI)	1360	
530	655	SY	TURNOUTS (ASPH-CONC-PAV)(PBS-2)	370	
529	---	LF	18" CONCRETE CURB & GUTTER	13990	
464	---	LF	15" RJRCP PIPE	104	
464	---	LF	18" RJRCP PIPE	442	
464	---	LF	24" RJRCP PIPE	2228	
465	---	EA	TYPE "A" INLETS	21	
402	---	LF	TRENCH PROTECTION	2395	
467	---	EA	SAFETY END TREATMENTS	2	
529	---	LF	6' VALLEY GUTTER	280	
467	---	EA	DOWN DRAIN	2	


 JAVIER HINOJOSA
 74501
 11/7/14

 HIDALGO COUNTY		 JAVIER HINOJOSA ENGINEERING CONSULTING ENGINEERS 416 E. DOVE AVENUE McALLEN, TEXAS 78504 PHONE (956) 668-1588 TBPE FIRM No. F-1285				
HIDALGO COUNTY TEXAS						
DN:	FED. RD. DIV. NO.	STATE	FEDERAL AID PROJECT NO.	HIGHWAY NO.		
CK DN:		TEXAS				
DN:						
CK DN:	STATE DIST NO.	COUNTY	CONTR. NO.	SECT. NO.	JOB NO.	SHEET NO.
TR:	HIDALGO					5
CK TR:						

MATCH LINE SEE SHEET 7

PAL LAKE ESTATES
VOL. 19 PG. 92
H.C.M.R.



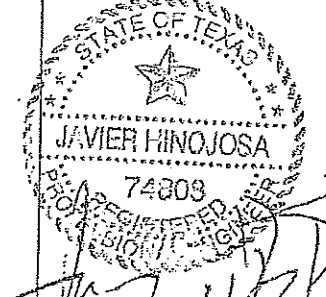
SCALE: 1"=100'

B.M. No. 1
ELEVATION=153.22
X-MARK DRAIN MANHOLE

NOTE: DRAINAGE PATTERNS TO REMAIN THE SAME. DRAINAGE TO BE MAINTAINED AS PER EXISTING CONDITIONS.

LEGEND

- F.F. = EXIST. FINISH FLOOR
- X 182.68 EXIST. NATURAL GROUND
- X BD=183.09 EXIST. BAR DITCH
- X EOP=183.09 EXIST. EDGE OF PAVEMENT
- X CL=183.89 EXIST. CENTER LINE
- [Symbol] EXIST. MAIL BOX
- [Symbol] EXIST. BRICK MAIL BOX
- [Symbol] EXIST. WATER METER
- [Symbol] EXIST. FENCE
- [Symbol] EXIST. WATER VALVE
- [Symbol] EXIST. PALO BLANCO TREE
- [Symbol] EXIST. PAVEMENT
- [Symbol] PROPOSED PAVEMENT
- [Symbol] CONCRETE DRIVEWAY



TEXAS DEPARTMENT OF TRANSPORTATION



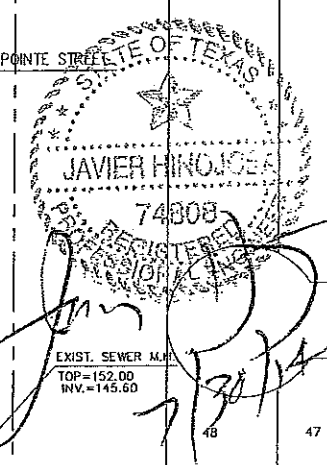
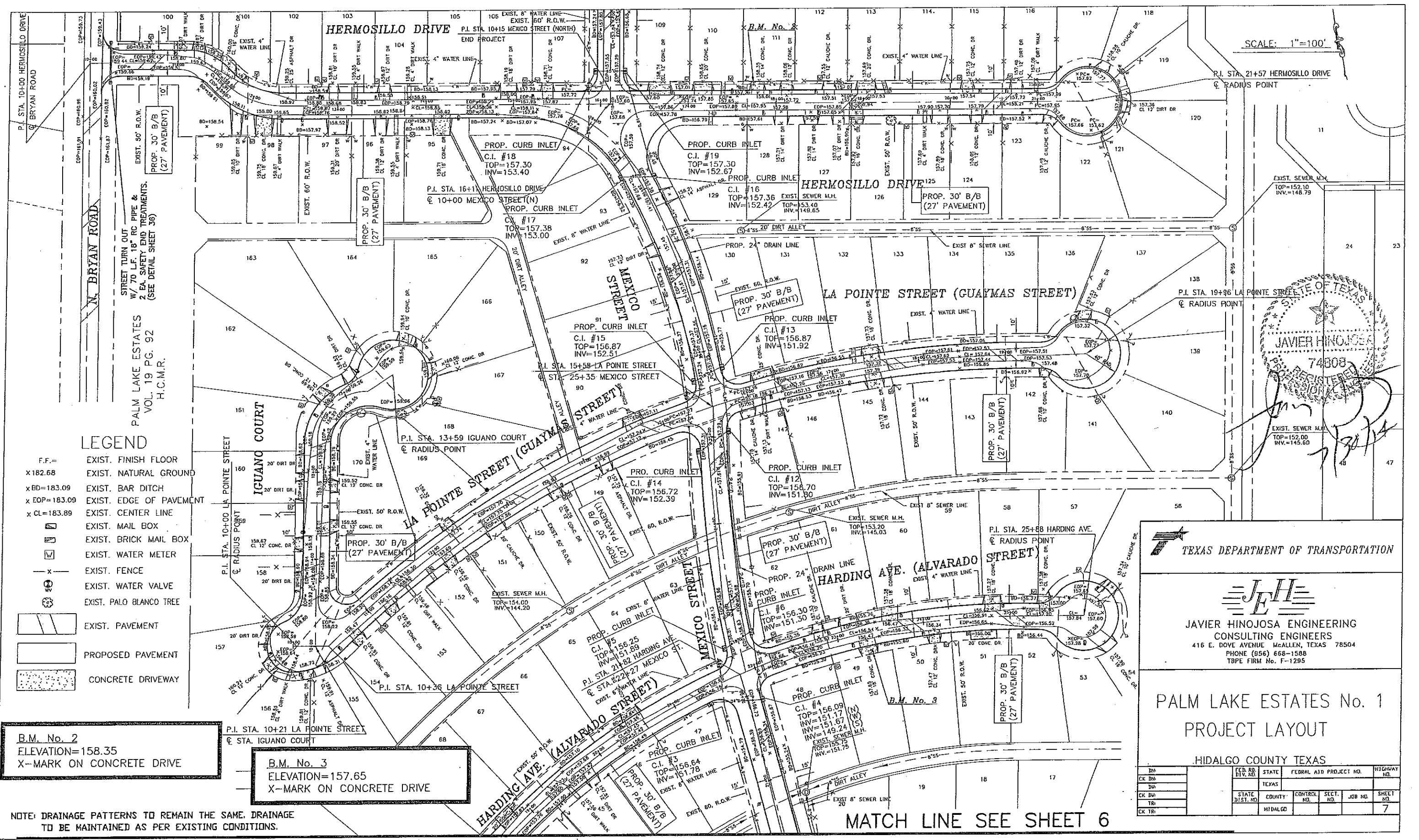
JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
416 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 668-1588
TBPE FIRM No. F-1285

PAL LAKE ESTATES No. 1
PROJECT LAYOUT

HIDALGO COUNTY TEXAS

DIN	FED. RD. DIV. NO.	STATE	FEDERAL AID PROJECT NO.	HIGHWAY NO.
CK DIN	TEXAS			
DIV				
CK DIV	STATE DIST. NO.	COUNTY	CONTR. NO.	SECT. NO.
TR	HIDALGO			
CK TR				JOB NO. SHEET NO. 6

SCALE: 1"=100'



LEGEND

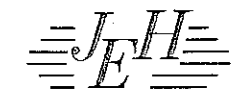
- F.F.= EXIST. FINISH FLOOR
- x 182.68 EXIST. NATURAL GROUND
- x BD=183.09 EXIST. BAR DITCH
- x EOP=183.09 EXIST. EDGE OF PAVEMENT
- x CL=183.89 EXIST. CENTER LINE
- [Symbol] EXIST. MAIL BOX
- [Symbol] EXIST. BRICK MAIL BOX
- [Symbol] EXIST. WATER METER
- x - EXIST. FENCE
- [Symbol] EXIST. WATER VALVE
- [Symbol] EXIST. PALO BLANCO TREE
- [Symbol] EXIST. PAVEMENT
- [Symbol] PROPOSED PAVEMENT
- [Symbol] CONCRETE DRIVEWAY

B.M. No. 2
ELEVATION=158.35
X-MARK ON CONCRETE DRIVE

B.M. No. 3
ELEVATION=157.65
X-MARK ON CONCRETE DRIVE

NOTE: DRAINAGE PATTERNS TO REMAIN THE SAME. DRAINAGE TO BE MAINTAINED AS PER EXISTING CONDITIONS.

TEXAS DEPARTMENT OF TRANSPORTATION



JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
416 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 668-1588
TBE FIRM No. F-1295

PALM LAKE ESTATES No. 1
PROJECT LAYOUT

HIDALGO COUNTY TEXAS

CHK	FED. RD. DIV. NO.	STATE	FEDERAL AID PROJECT NO.	HIGHWAY NO.
CK DB		TEXAS		
CK DB				
CK TR				

STATE DIST. NO.	COUNTY	CONTROL NO.	SECT. NO.	JOB NO.	SHEET NO.
	HIDALGO				7

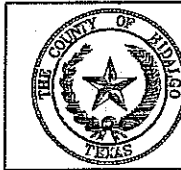
MATCH LINE SEE SHEET 6

GENERAL NOTES:

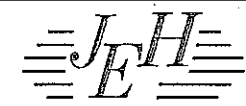
1. THE CONTRACTOR MAY SUBMIT AN ALTERNATIVE CONSTRUCTION SEQUENCE AND TRAFFIC CONTROL PLAN TO THE ENGINEER FOR APPROVAL. ALL WORK AND MATERIALS REQUIRED FOR TRAFFIC HANDLING SHALL NOT BE PAID FOR DIRECTLY BUT SHALL BE CONSIDERED PART OF ITEM 502, "BARRICADES, SIGNS, AND TRAFFIC HANDLING". ALL BARRICADES AND SIGNS TO REPLACE DAMAGED ONES.
2. FLASHING WARNING LIGHTS AND/OR FLAGS SHALL BE USED TO CALL ATTENTION TO THE EARLY WARNING SIGNS.
3. STEADY BURN (TY C) WARNING LIGHTS SHALL BE USED TO MARK CHANNELIZING DEVICES AT NIGHT AS NEEDED.
4. ADDITIONAL SIGNS, BARRICADES AND/OR OTHER CHANNELIZING DEVICES MAY BE REQUIRED AND/OR ADJUSTED AS DIRECTED BY THE ENGINEER.
5. SIGN AND/OR BARRICADE LOCATIONS SHALL BE IN ACCORDANCE WITH THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" AND/OR THE BC STANDARD SHEETS.
6. EXISTING CONNECTING ROADS AND PRIVATE DRIVES SHALL BE KEPT OPEN TO TRAFFIC AT ALL TIMES, EXCEPT AS OTHERWISE PROVIDED FOR OR APPROVED BY THE ENGINEER.
7. ALL SIGNING, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE IN ACCORDANCE WITH THE "T.M.U.T.C.D."
8. WHEN CONSTRUCTION OPERATIONS RESULT IN DROP OR MORE THAN 2" NEXT TO TRAVEL WAY, A 3:1 SLOPE AND 4.0' BUFFER ZONE WILL BE REQUIRED DURING NON WORKING HOURS.
9. FOR POSTED SPEED EXCEEDING 45 MPH, ADVISORY SPEED SIGNS WITH APPROPRIATE WARNING SIGNS, SHALL BE POSED IN THE VICINITY OF SPECIFIED WORK ZONES WITHIN THE PROJECT, UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
10. LENGTH AND SPACING OF CHANNELIZING DEVICES SHALL BE AS SHOWN ON THE BC STANDARDS AND THE "T.M.U.T.C.D." OTHER SIGNS MAY BE USED IN ADDITION TO THOSE REQUIRED BY BARRICADE STANDARDS.
11. NON-REMOVEABLE WORK ZONE STRIPING FOR THIS PROJECT REQUIRED BY THE "T.M.U.T.C.D." SHALL CONSIST OF THERMOPLASTIC MATERIAL AND SHALL BE IN ACCORDANCE WITH THE "WORK ZONE PAVEMENT MARKINGS" STANDARD WZ(STPM)-97.
12. ALL WORK SHALL BE DONE EXPEDITIOUSLY DURING DAYLIGHT HOURS, AS DIRECTED BY THE ENGINEER. NECESSARY FLAGGERS AND APPROPRIATE SIGNING TO SAFETY GUIDE TRAFFIC THROUGH THE WORK AREA WILL BE REQUIRED A DIRECTED BY THE ENGINEER.
13. REFER TO STANDARD SHEETS BC(1)-99 THRU BC(9)-98 FOR OTHER PERTINENT INFORMATION NOT SHOWN.

14. DRIVEWAYS AND TURNOUTS ARE TO BE CONSTRUCTED AS PER TYPE AND WIDTH SHOWN ON THE DRIVEWAYS AND TURNOUTS DETAILS.
15. ALL EXISTING STREET SIGNS TO BE RELOCATED BY CONTRACTOR INCIDENTAL TO PRICE BID FOR RIGHT OF WAY PREPERATION.
16. MAIL BOXES TO BE REMOVED AND REPLACED BY CONTRACTOR.
17. HORIZONTAL AND VERTICAL CONTROL POINTS TO BE SUPPLIED BY THE ENGINEER PRIOR TO COMMENCING WORK.
18. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO LOCATE UNDERGROUND UTILITIES, WHETHER SHOWN OR NOT SHOWN ON THE DRAWINGS, SUFFICIENTLY IN ADVANCE OF OPERATIONS TO PRECLUDE DAMAGE TO SAME.
19. WATER, SEWER, OR OTHER UTILITY SERVICES SHALL NOT BE INTERRUPTED. ANY DAMAGES TO EXISTING UTILITIES WILL BE THE CONTRACTOR'S RESPONSIBILITY.
20. IN THE EVENT OF DAMAGE TO UNDERGROUND FACILITIES, WHETHER SHOWN OR NOT SHOWN IN THE DRAWINGS, THE CONTRACTOR SHALL MAKE THE NECESSARY REPAIRS TO PLACE THE FACILITIES BACK IN SERVICE AT NO INCREASE IN THE CONTRACTOR'S PRICE AND ALL SUCH REPAIRS SHALL CONFORM TO THE REQUIREMENTS OF THE COMPANY OR AGENCY SERVICING THE FACILITY.
21. THE CONTRACTOR SHALL EXERCISE EXTRA CARE TO PREVENT DAMAGE TO ALL OTHER STRUCTURES IN THE AREA INCLUDING BUILDINGS, FENCES, ROADS, PIPELINES, UTILITIES, ETC., WHETHER PUBLICLY OR PRIVATELY OWNED.
22. UNTIL ACCEPTANCE BY THE ENGINEER OF ANY PART OR ALL OF THE CONSTRUCTION, AS PROVIDED FOR IN THE PLANS AND THESE SPECIFICATIONS, IT SHALL BE UNDER THE CHARGE AND CARE OF THE CONTRACTOR, AND "HE" SHALL TAKE EVERY NECESSARY PRECAUTION AGAINST INJURY OR DAMAGE TO ANY PART OF THE WORK. THE CONTRACTOR SHALL REBUILD, REPAIR, RESTORE AND MAKE GOOD, AT HIS OWN EXPENSE, ALL INJURIES OR DAMAGE TO ANY PORTION OF THE WORK BEFORE ITS COMPLETION AND ACCEPTANCE.
23. NO OPEN TRENCHES OR EXCAVATION SHALL BE LEFT OPEN OVERNIGHT.
24. EXISTING ASPHALT PAVING TO BE SCARIFIED AND REMOVED AS PART OF THE RIGHT OF WAY PREPARATION.
25. ADJUSTMENT OF ALL MANHOLE TOPS AND WATER VALVES TO BE INCIDENTAL TO PRICE BID FOR RIGHT OF WAY PREPARATION.

STATE OF TEXAS
 JAVIER HINOJOSA
 74808
 REGISTERED PROFESSIONAL ENGINEER
 2/22/13



HIDALGO COUNTY

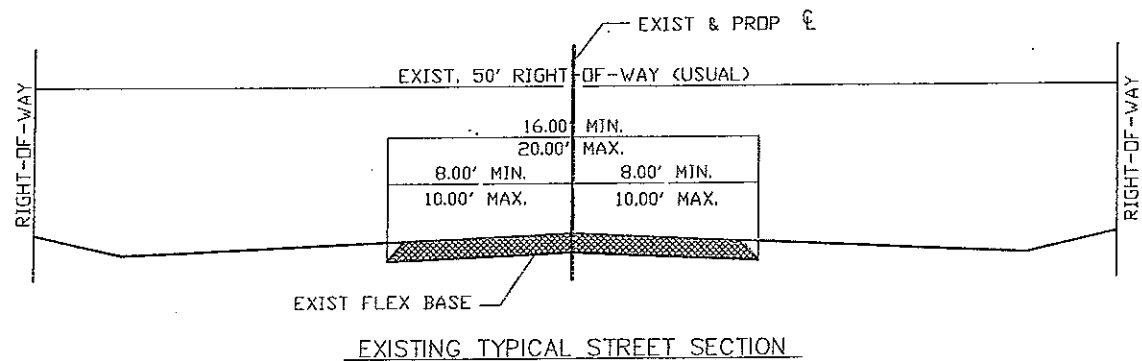


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 PHONE (956) 668-1588
 TBPE FIRM No. F-1295

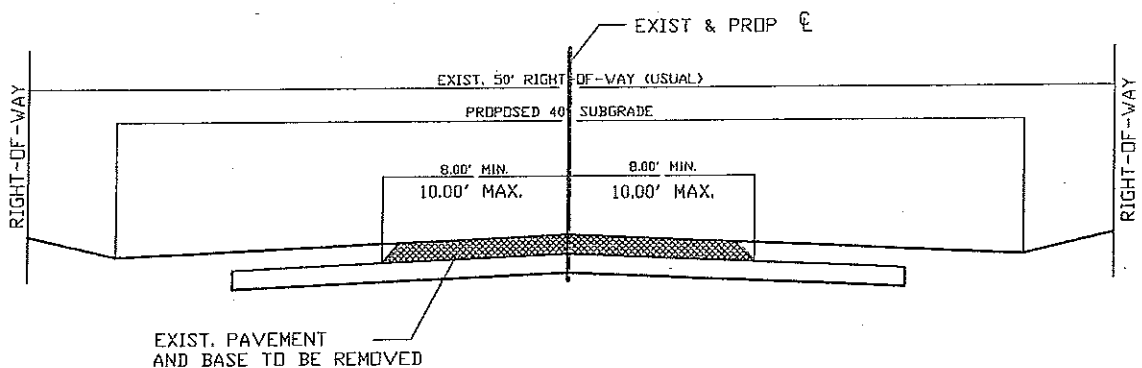
COLONIA ACCESS PROGRAM
 GENERAL NOTES

HIDALGO COUNTY TEXAS

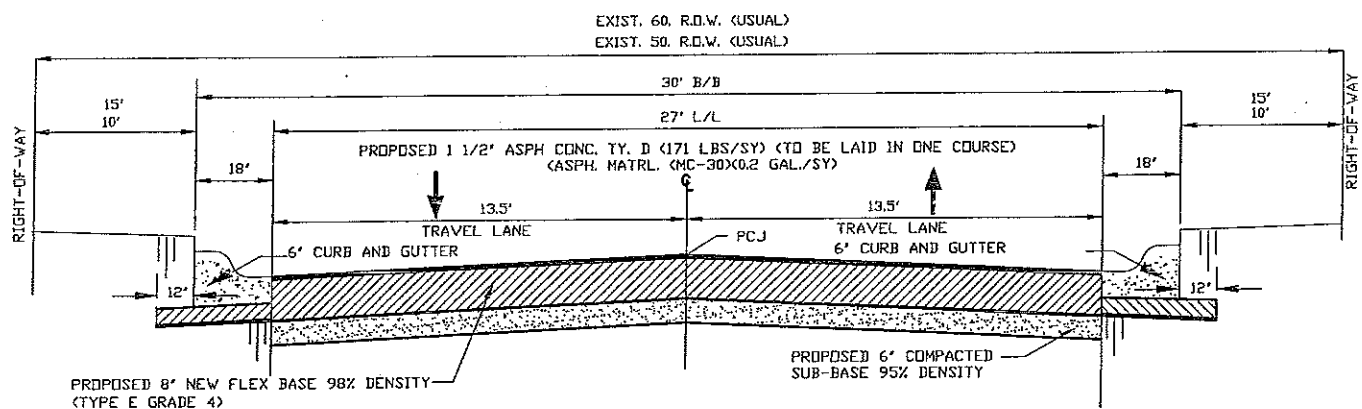
DN	FED. RD. DIST. NO.	STATE	FEDERAL AID PROJECT NO.	HIGHWAY NO.
CK DN		TEXAS		
DN				
CK DN	STATE DIST. NO.	COUNTY	CONTROL NO.	SECT. NO.
TR		HIDALGO		
CK TR				8



EXISTING TYPICAL STREET SECTION



PHASE I



PHASE II

SEQUENCE OF WORK

INSTALL PROJECT LIMIT SIGNS, ADVANCE WARNING SIGNS, AND CROSSROADS BARRICADE SIGNS AS SHOWN ON THE TRAFFIC CONTROL PLAN (TCP) AND OR AS DIRECTED BY THE ENGINEER. ALL SIGNS SHALL BE IN ACCORDANCE WITH THE MUTCD, AND SHALL BE IN PLACE PRIOR TO COMMENCING ANY CONSTRUCTION. SIGNS TO REMAIN IN PLACE FOR THE DURATION OF THE PROJECT AND UNTIL COMPLETION AND ACCEPTANCE OF THE PROJECT BY THE HIDALGO COUNTY.

PHASE I

INSTALL ALL SW3P DEVICES ACCORDING TO THE SW3P PLAN AND STANDARDS. ADJUST ALL UTILITIES THAT ARE IN CONFLICT WITH THE PROPOSED CONSTRUCTION. INSTALL PROPOSED DRAINAGE ROADWAY CROSS CULVERTS AND DRIVEWAY/COUNTY ROADSIDE DRAINS AS SHOWN IN THE PLANS. CUT ROADWAY DITCHES TO PROPOSED GRADE ELEVATIONS AS SHOWN IN THE PLANS. CONTRACTOR SHALL MAINTAIN 3:1 MAXIMUM SLOP ADJACENT TO THE ROADWAY TRAVEL SURFACE. EXCAVATED MATERIAL SHALL BE SALVAGED AND USED THROUGHOUT THE PROJECT AS DIRECTED BY THE ENGINEER.

PHASE II

CONSTRUCT PROPOSED ROADWAY IN HALF-SECTIONS, AND ACCORDING TO TCP STANDARD 7/32 TCP (1-2)-98 9/32. THE CONTRACTOR WILL BE REQUIRED TO OPEN UP THE ROADWAY TO TRAFFIC AT THE END OF DAYS WORK. THE CONTRACTOR SHALL ASSURE THAT ALL DROP OFF CONDITIONS ARE SAFE AND IN ACCORDANCE WITH THE MUTCD AND TxDOT TCP STANDARDS. CONTRACTOR SHALL BE ALLOWED TO WORK ON SEVERAL STREETS AT ONE TIME AS LONG AS ACCESS IS MAINTAINED AT THE END OF DAYS WORK.

PHASE III

PLACE FINAL OVERLAY IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS. COMPLETE ROADWAY DITCH SLOPE GRADES TO MATCH THE TOP EDGE OF THE ACP PAVEMENT.

FINAL CLEAN UP

UPON COMPLETION OF THE WORK AND BEFORE THE FINAL ACCEPTANCE IS MADE, THE CONTRACTOR SHALL SHAPE AND FINISH SUCH PORTIONS OF THE RIGHT-OF-WAY AS MAY HAVE BEEN DISTURBED DURING THE CONSTRUCTION AND WILL BE REQUIRED TO LEAVE THE ENTIRE RIGHT-OF-WAY IN A SMOOTH, CLEAN AND NEAT CONDITIONS TO THE SATISFACTION OF THE ENGINEER.

STATE OF TEXAS
 JAVIER HINOJOSA
 74808
 REGISTERED PROFESSIONAL ENGINEER
 JUN 22 2013

STANDARD PLANS
 TEXAS DEPARTMENT OF TRANSPORTATION
 Traffic Operations Division

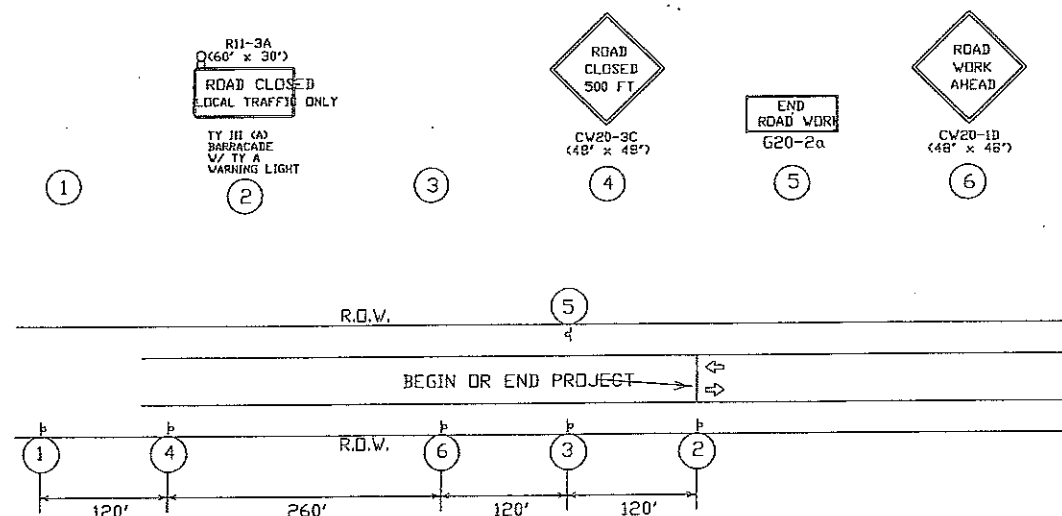
COLONIA ACCESS PROGRAM
TRAFFIC CONTROL NARRATIVE

HIDALGO COUNTY TEXAS

DN	FED. RD. DIV. NO.	STATE	FEDERAL AID PROJECT NO.	HIGHWAY NO.
CK DN		TEXAS		
DW	STATE DIST. NO.	COUNTY	CONTROL NO.	SECT. NO.
CK DW		HIDALGO		
TR			JOB NO.	SHEET NO.
CK TR				9

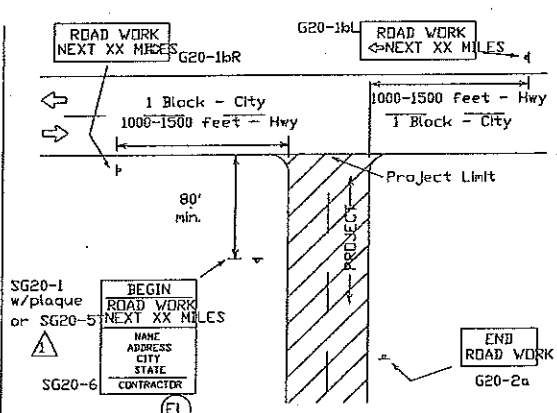
DISCLAIMER
The use of this standard is governed by the Texas Engineering Practice Act. No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

PROJECT LIMIT TRAFFIC CONTROL DEVICES



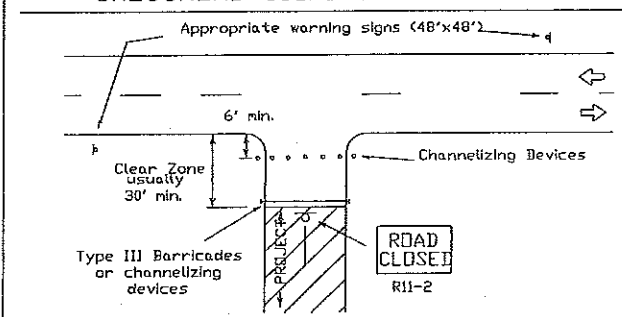
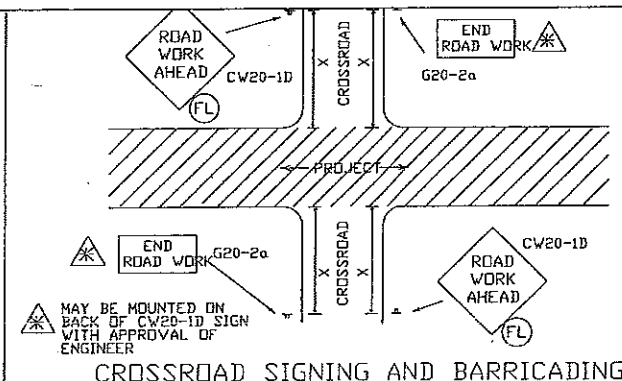
PROJECT LIMIT GENERAL NOTES

- SIGNS AND WARNING LIGHTS**
- When specified on this sheet or other sheets in the plans, warning lights for a sign shall be installed and maintained by the contractor. Warning lights shall be attached to the sign support using a 1/2" bolt (minimum) of sufficient length for three washers, lock washer and a nut.
 - Warning lights shall be maintained as directed by the Engineer.
 - Appropriate standard traffic control devices shall be used as required by the plans. Any variation in the plans shall be documented by written agreement between the Engineer and the contractor's responsible person.
 - As a general rule, additional traffic control devices in advance of the project limits should only be used in those cases where a work area, a detour, or a potentially hazardous location is less than 2000 feet inside the project limits.
 - The traffic control devices used in the above illustrations are examples only. Field conditions and engineering judgement should dictate the most appropriate traffic control devices to be used. Any variation in the plans shall be documented by written agreement between the Engineer and the contractor's responsible person.
 - As detailed above, the BEGIN ROAD WORK NEXT X MILES, CONTRACTOR and END ROAD WORK signs shall be erected at or near the project limits and the WORK ZONE TRAFFIC FINES DOUBLE sign with plaque shall be erected in advance of the project limits. These signs should be adjusted to provide adequate spacing to other signs. The OBSERVE WARNING SIGNS STATE LAW sign shall be installed when required elsewhere in the plans.
 - With the agreement of an adjacent project Engineer, the Engineer(s) may allow the omission of END ROAD WORK, TRAFFIC FINES DOUBLE, and other advance warning signs if the signing would be redundant and the work areas appear continuous to the motorists. If the adjacent project is completed first, the contractor will erect the necessary warning signs as shown on these sheets, the TCP sheets or as directed by the Engineer. The BEGIN ROAD WORK NEXT X MILES sign shall be revised to show appropriate work zone distance.
 - Duplicate construction warning signs should be erected on the median side of divided highways where median width will permit and traffic volumes justifies the signing.
 - Except for devices required by Note 6, traffic control devices should be in place only while work is actually in progress or a definite need exists.
 - Sign size should be based on the Texas Manual on Uniform Traffic Control Devices for Streets and Highways (TMUTCD).
 - The Special Public Information sign (SG20-8) shall be installed at the project limits when required elsewhere in the plans. Refer to SHD Standards for approved mounting details.



PROJECT LIMITS AT T-INTERSECTION

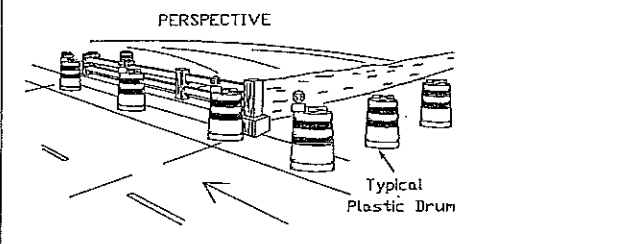
- The ROAD WORK NEXT X MILES sign should be erected on the intersected highway as detailed above.
- On the intersected roadway, additional traffic control devices, such as a flagger and accompanying signs or other signs, should be used when work is being performed at or near the intersection.



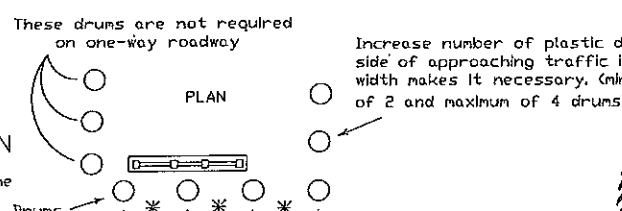
PROJECT LIMITS FOR CLOSED ROADWAY

Barricades or channelizing devices shall be erected completely across roadway. Channelizing devices may be drums, vertical panels or cones as specified in the plans.

CULVERT WIDENING OR OTHER ISOLATED WORK WITHIN THE PROJECT LIMITS



- Where positive redirection capability is provided, drums may be omitted.
- Plastic construction fencing may be used with drums for safety as required in the plans.
- Vertical Panel on flexible support may be substituted for drums when shoulder width is less than 4'.
- When shoulder width is greater than 12', steady-burn lights may be omitted, if drums are used.



- These drums are not required on one-way roadway
- Increase number of plastic drums on side of approaching traffic if crown width makes it necessary. (minimum of 2 and maximum of 4 drums)
- * Approx. 8' to 10' (maximum) spacing between drums.

CROSSROAD SIGNING AND BARRICADING

- Except as noted elsewhere in plans, the usual minimum signing on a crossroad approach should be one CV20-1D ROAD WORK AHEAD sign and G20-2a END ROAD WORK sign. Where speeds and volumes are relatively low, a smaller ROAD WORK AHEAD sign may be used.
- When approved by the Engineer, on low volume crossroads, advance warning signs may be the reduced size 36" x 36" ROAD WORK AHEAD (MCV20-1D) sign mounted back to back with the reduced size 36" x 18" END ROAD WORK (SG20-2a) sign. See the STANDARD HIGHWAY SIGN DESIGNS FOR TEXAS manual and BC(9) thru BC(9C) for sign design details. On low volume crossroads, advance signing may be omitted if approved by the Engineer.
- Additional signs such as FLAGGER AHEAD, LOOSE GRAVEL, or other appropriate signs may be required. When additional signs are required, such signs will be considered part of the minimum requirements.
- The G20-1a sign shall be required on major crossroads to advise motorists of the length of construction in either direction from the intersection.
- On higher volume crossroads additional traffic control devices may be noted elsewhere in the plans.
- When work occurs in the intersection area, appropriate traffic control devices shall be in place.

WARNING LIGHTS

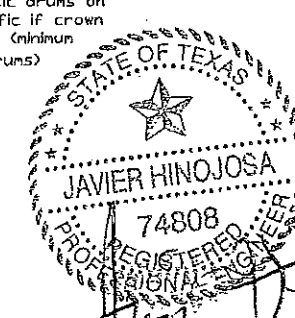
- Warning lights shall meet the requirements of the Texas Manual on Uniform Traffic Control Devices for Streets and Highways.
- Warning lights shall NOT be installed on barricades.
- Type A-Low Intensity Flashing Warning Lights are commonly used with signs. They are intended to warn of an approaching potentially hazardous area. Their use shall be as indicated on this sheet and/or other sheets of the plans by the designation 'FL'.
- Type-C Steady Burn Lights are intended to be used in a series for delineation to supplement other traffic control devices. Their use shall be as indicated on this sheet and/or other sheets of the plans by the designation 'SB'.

TYPICAL CONSTRUCTION WARNING SIGN SIZE AND SPACING

Roadway Classification	Posted Speed MPH	Sign Spacing 'x'	Long-term or Intermediate-term Stationary Approach Warning Signs		Short-term Stationary or Short Duration Approach Warning Signs		Other Warning Signs
			Standard Inches	Minimum Inches	Standard Inches	Minimum Inches	
Conven.	30	120	48 x 48	36 x 36	30 x 30	24 x 24	30 x 30
	35	160	48 x 48	36 x 36	36 x 36	30 x 30	36 x 36
	40	240					
	45	320	Use Standard Size	48 x 48	Use Standard Size	48 x 48	
	50	400					
	55	500					
	60	600	Use Standard Size	48 x 48	Use Standard Size	48 x 48	
65	700						
70	800						
Exp or Frey	*	*			**	**	**

- * For typical sign spacings on expressways and freeways, see TMUTCD typical application diagrams or TCP Standard Sheets.
- Δ Minimum distance from work area to 1st Advance Warning sign and/or distance between each additional sign.
- ** Smaller sign sizes may be used where sign designs have been included in the Standard Highway Sign Designs for Texas manual.
- General Notes:
- Special or larger size signs may be used as may be necessary.
 - Distance between signs should be increased as required to have 1500 feet advance warning.
 - Distance between signs should be increased as required to have 1000 feet advance warning.
 - For use only on secondary roads or city streets where speeds are low.
 - Only diamond shaped warning sign sizes are indicated.
 - See sign size listing in TMUTCD, Appendix A for complete list of all available sign design sizes.
 - Where two sizes are listed, see sign size listing in TMUTCD, Appendix A for proper size.

Only pre-qualified products shall be used. A list of compliant products and their sources may be obtained by writing or faxing Standards Engineer, Traffic Operations Division - TE, Texas Department of Transportation, 125 East 11th Street, Austin, Texas 78701-2483, Phone (512) 416-3120, Fax (512) 416-3161, E-mail TRF-STANDARD@nhgfw.dot.state.tx.us



STANDARD PLANS
TEXAS DEPARTMENT OF TRANSPORTATION
Traffic Operations Division
BARRICADE AND CONSTRUCTION STANDARDS

DN	STATE	FEDERAL AID PROJECT NO.	HIGHWAY NO.
CK DN	TEXAS		
DV	COUNTY	CONTROL NO.	SECT. NO.
CK DV	HIDALGO		
TR	JOB NO.		SHEET NO.
CK TR			10

DATE	LEVEL DISPLAYED
1/2/13	1
2/2/13	2
3/2/13	3
4/2/13	4
5/2/13	5
6/2/13	6
7/2/13	7
8/2/13	8
9/2/13	9
10/2/13	10
11/2/13	11
12/2/13	12
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30/2/13	30

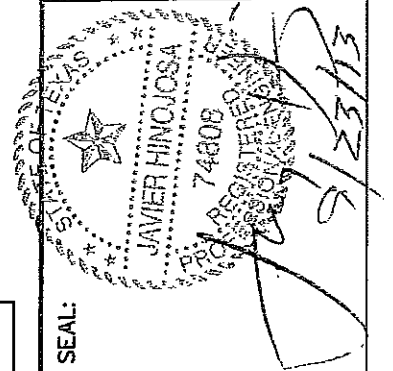
2/22/13

MAY, 2012

SCALE: HORIZ: 1" = 50'
VERT: 1" = 5'

REVISIONS:

PALM LAKE ESTATES No. 1
PAVING & DRAINAGE
IMPROVEMENTS
HERMOSILLO DRIVE
HIDALGO COUNTY TEXAS



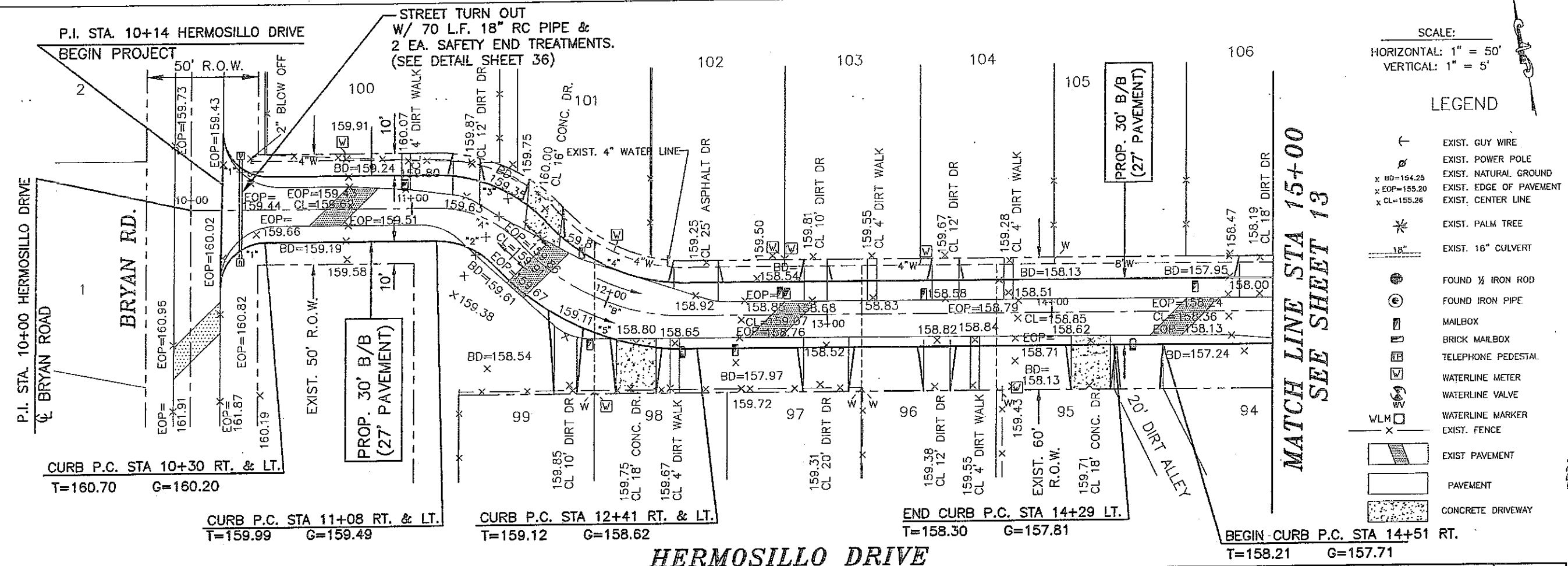
JH
JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
416 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 668-1588
TBE FIRM No. F-1295

ENGINEER: JAVIER HINOJOSA
DESIGNER:
SURVEYOR:
DRAWN BY: JAG
JOB NO.: 081003
BOOK NO.:
SHEET NO.: 12

SCALE:
HORIZONTAL: 1" = 50'
VERTICAL: 1" = 5'

LEGEND

- ↑ EXIST. GUY WIRE
- ⊙ EXIST. POWER POLE
- ⊙ EXIST. NATURAL GROUND
- ⊙ EXIST. EDGE OF PAVEMENT
- ⊙ EXIST. CENTER LINE
- * EXIST. PALM TREE
- 16" EXIST. 16" CULVERT
- ⊙ FOUND 1/2 IRON ROD
- ⊙ FOUND IRON PIPE
- MAILBOX
- BRICK MAILBOX
- TELEPHONE PEDESTAL
- WATERLINE METER
- WATERLINE VALVE
- WATERLINE MARKER
- EXIST. FENCE
- WLM EXIST. PAVEMENT
- PAVEMENT
- CONCRETE DRIVEWAY



STATION	DESCRIPTION	PROF. T/C	EXIST. CENTER LINE ELEVATION
10+00	Q=160.35		
+30 CURB PC RT. & LT.	T=160.70 G=160.20	PROP. T/C @ 1.000%	
11+00	Q=159.77 T/C=160.00		
+08 CURB PC RT. & LT.	T=159.99 G=159.49		
T/C ELEV=159.50			
12+00	Q=159.49 T/C=159.27		
+41 CURB PC RT. & LT.	T=159.12 G=158.62	PROP. T/C @ 0.427%	
13+00	Q=159.07 T/C=158.86		
14+00	Q=158.79 Q=158.43		
+29 END CURB PC RT.	T=158.30 G=157.81		
+51 BEGN CURB PC RT.	T=158.21 G=157.71		
15+00	Q=158.36 T/C=158.00		

MATCH LINE STA 15+00
SEE SHEET 13

BEGIN CURB P.C. STA 14+51 RT.
T=158.21 G=157.71

CURB P.C. STA 10+30 RT. & LT.
T=160.70 G=160.20

CURB P.C. STA 11+08 RT. & LT.
T=159.99 G=159.49

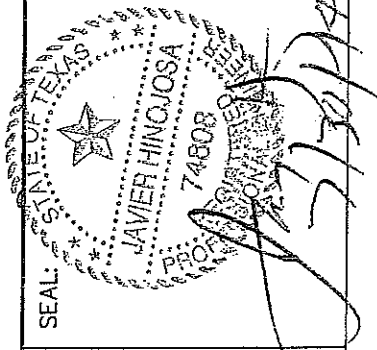
CURB P.C. STA 12+41 RT. & LT.
T=159.12 G=158.62

END CURB P.C. STA 14+29 LT.
T=158.30 G=157.81

HERMOSILLO DRIVE

PALM LAKE ESTATES No. 1
PAVING & DRAINAGE
IMPROVEMENTS
HERMOSILLO DRIVE

HIDALGO COUNTY TEXAS

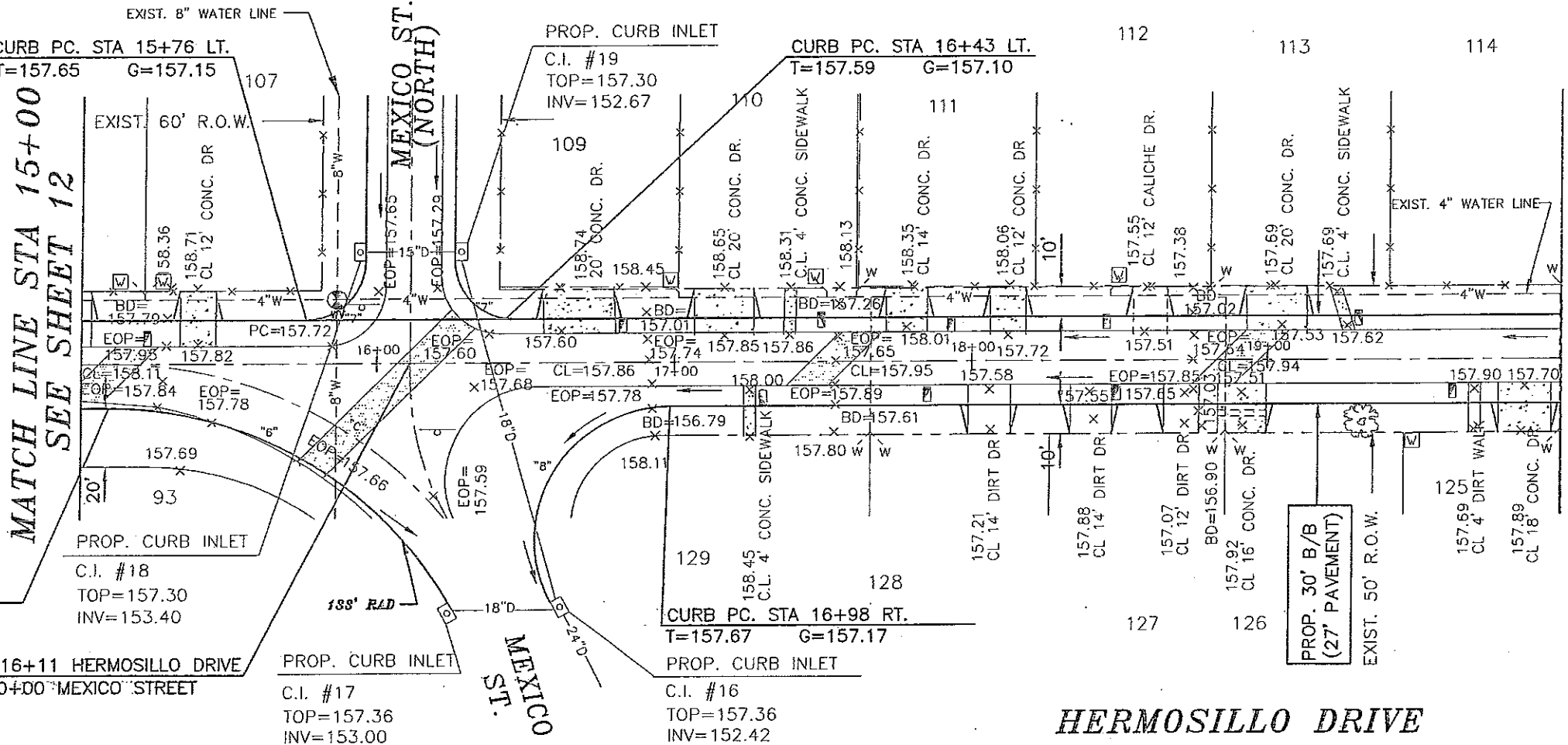


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TBPE FIRM No. F-1295

ENGINEER: JAVIER HINOJOSA
DESIGNER:
SURVEYOR:
DRAWN BY: JAG
JOB NO.: 081003
BOOK NO.:
SHEET NO.: 13

LEGEND

- EXIST. GUY WIRE
- ⊕ EXIST. POWER POLE
- ⊗ EXIST. NATURAL GROUND
- ⊕ EXIST. EDGE OF PAVEMENT
- ⊕ EXIST. CENTER LINE
- ✱ EXIST. PALM TREE
- 18" EXIST. 18" CULVERT
- ⊕ FOUND 1/2 IRON ROD
- ⊕ FOUND IRON PIPE
- ⊕ MAILBOX
- ⊕ BRICK MAILBOX
- ⊕ TELEPHONE PEDESTAL
- ⊕ WATERLINE METER
- ⊕ WATERLINE VALVE
- ⊕ WATERLINE MARKER
- ⊕ EXIST. FENCE
- ▨ EXIST PAVEMENT
- ▭ PAVEMENT
- ▨ CONCRETE DRIVEWAY



SCALE:
HORIZONTAL: 1" = 50'
VERTICAL: 1" = 5'

160	MATCH LINE STA 15+00 SEE SHEET 12	PROP. T/C @ 0.521% PROP. T/C @ 0.150% EXIST. CENTER LINE ELEVATION	160
155	MATCH LINE STA 15+00 SEE SHEET 12		155
150	MATCH LINE STA 15+00 SEE SHEET 12		150
15+00	16+00	17+00	18+00
19+00	20+00		

**MATCH LINE STA 20+00
SEE SHEET 14**

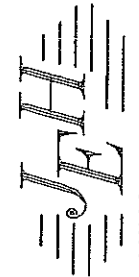
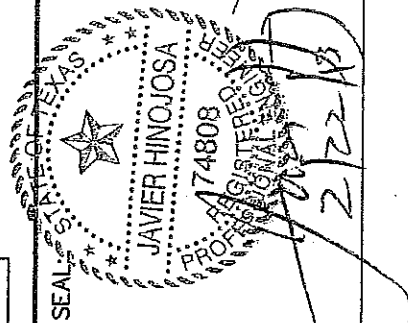
MAY, 2012

SCALE: HORIZ: 1"=50'
VERT: 1"=5'

REVISIONS:

PALM LAKE ESTATES No. 1
PAVING & DRAINAGE
IMPROVEMENTS
HERMOSILLO DRIVE

HIDALGO COUNTY TEXAS



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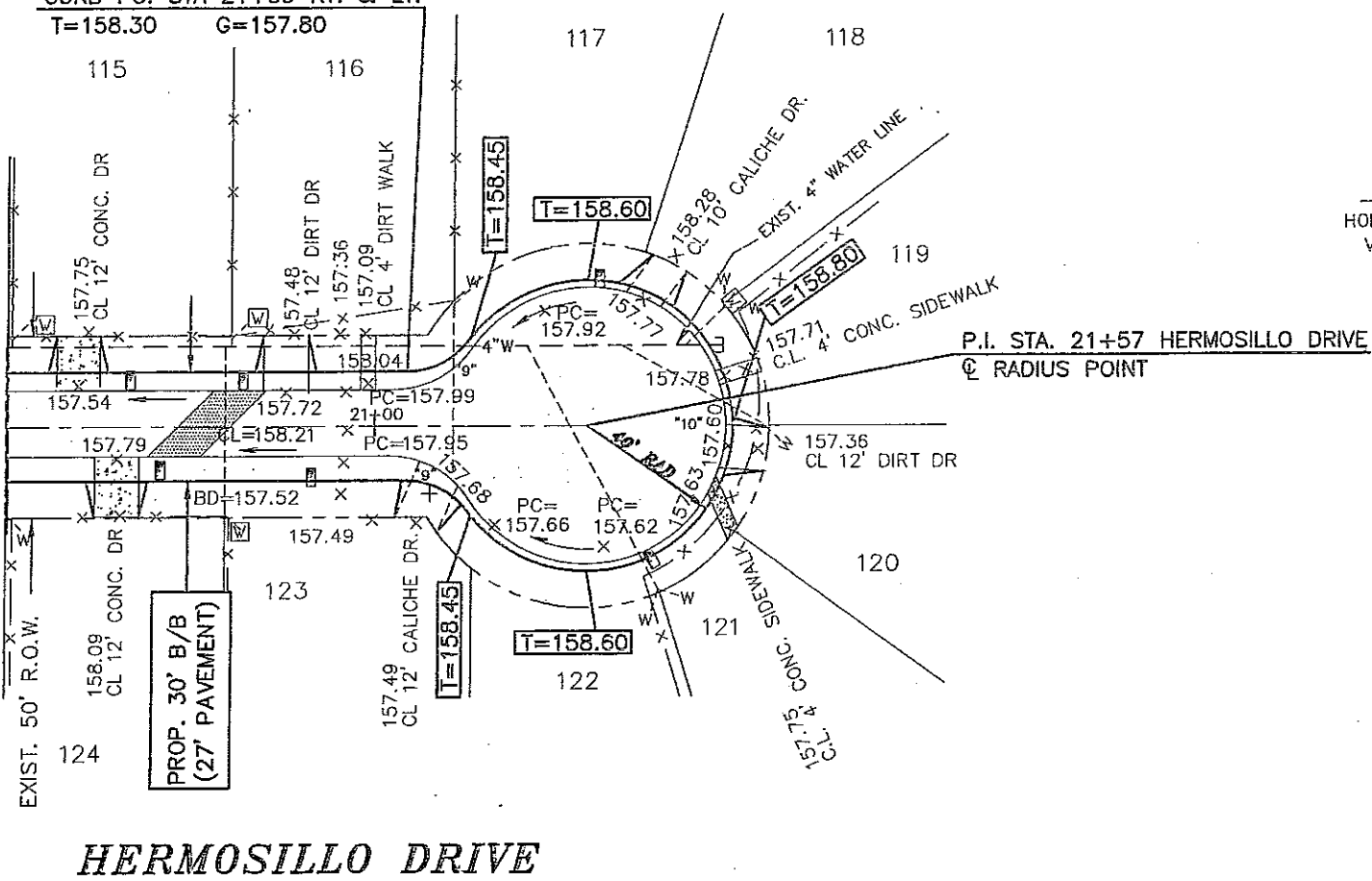
ENGINEER: JAVIER HINOJOSA
DESIGNER:
SURVEYOR:
DRAWN BY: JAG
JOB NO.: 081003
BOOK NO.:
SHEET NO.: 14

LEGEND

- EXIST. GUY WIRE
- EXIST. POWER POLE
- EXIST. NATURAL GROUND
- EXIST. EDGE OF PAVEMENT
- EXIST. CENTER LINE
- EXIST. PALM TREE
- EXIST. 18" CULVERT
- FOUND 1/2 IRON ROD
- FOUND IRON PIPE
- MAILBOX
- BRICK MAILBOX
- TELEPHONE PEDESTAL
- WATERLINE METER
- WATERLINE VALVE
- WATERLINE MARKER
- EXIST. FENCE
- EXIST PAVEMENT
- PAVEMENT
- CONCRETE DRIVEWAY

MATCH LINE STA 20+00
SEE SHEET 13

CURB PC. STA 21+09 RT. & LT.
T=158.30 G=157.80



SCALE:
HORIZONTAL: 1" = 50'
VERTICAL: 1" = 5'

HERMOSILLO DRIVE

160														160
155														155
150														150

PROP. T/C @ 0.150% — EXIST CENTER LINE ELEVATION

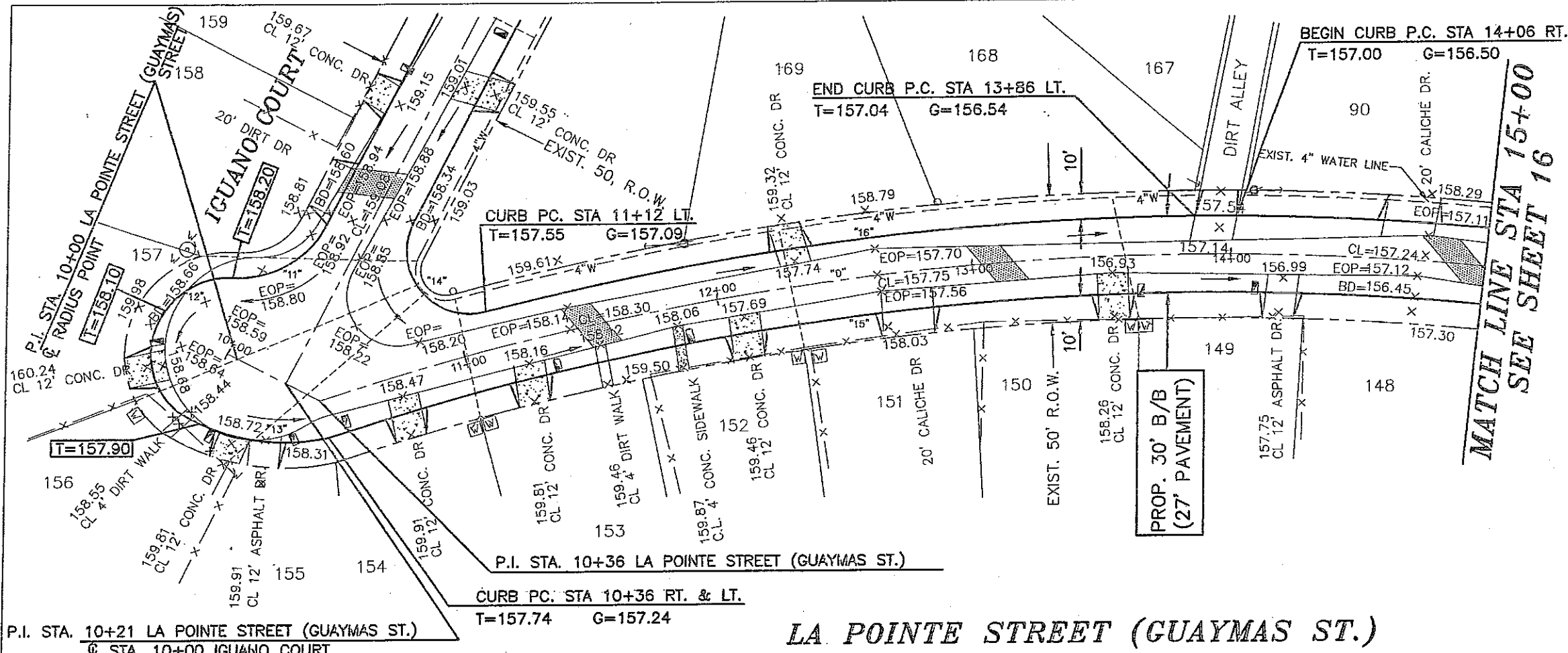
MATCH LINE STA 20+00
SEE SHEET 13

Q=158.00
T/C=158.13

Q=158.21
T/C=158.28

+09 CURB PC RT. & LT.
T=158.30 G=157.80

22+00

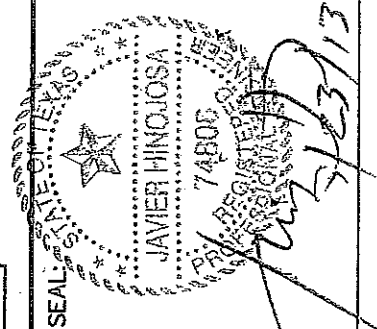


SCALE:
 HORIZONTAL: 1" = 50'
 VERTICAL: 1" = 5'

- LEGEND**
- ↑ EXIST. GUY WIRE
 - EXIST. POWER POLE
 - EXIST. NATURAL GROUND
 - EXIST. EDGE OF PAVEMENT
 - EXIST. CENTER LINE
 - ✱ EXIST. PALM TREE
 - 18" EXIST. 18" CULVERT
 - ⊙ FOUND 1/2" IRON ROD
 - ⊙ FOUND IRON PIPE
 - ☐ MAILBOX
 - ☐ BRICK MAILBOX
 - ☐ TELEPHONE PEDESTAL
 - ☐ WATERLINE METER
 - ☐ WATERLINE VALVE
 - ☐ WATERLINE MARKER
 - ☐ EXIST. FENCE
 - ▨ EXIST PAVEMENT
 - ▨ PAVEMENT
 - ▨ CONCRETE DRIVEWAY

MAY, 2012
 SCALE: HORIZ: 1" = 50'
 VERT: 1" = 5'
 REVISIONS:

**PALM LAKE ESTATES No. 1
 PAVING & DRAINAGE
 IMPROVEMENTS
 LA POINTE STREET
 (GUAYMAS ST.)**
 HIDALGO COUNTY TEXAS

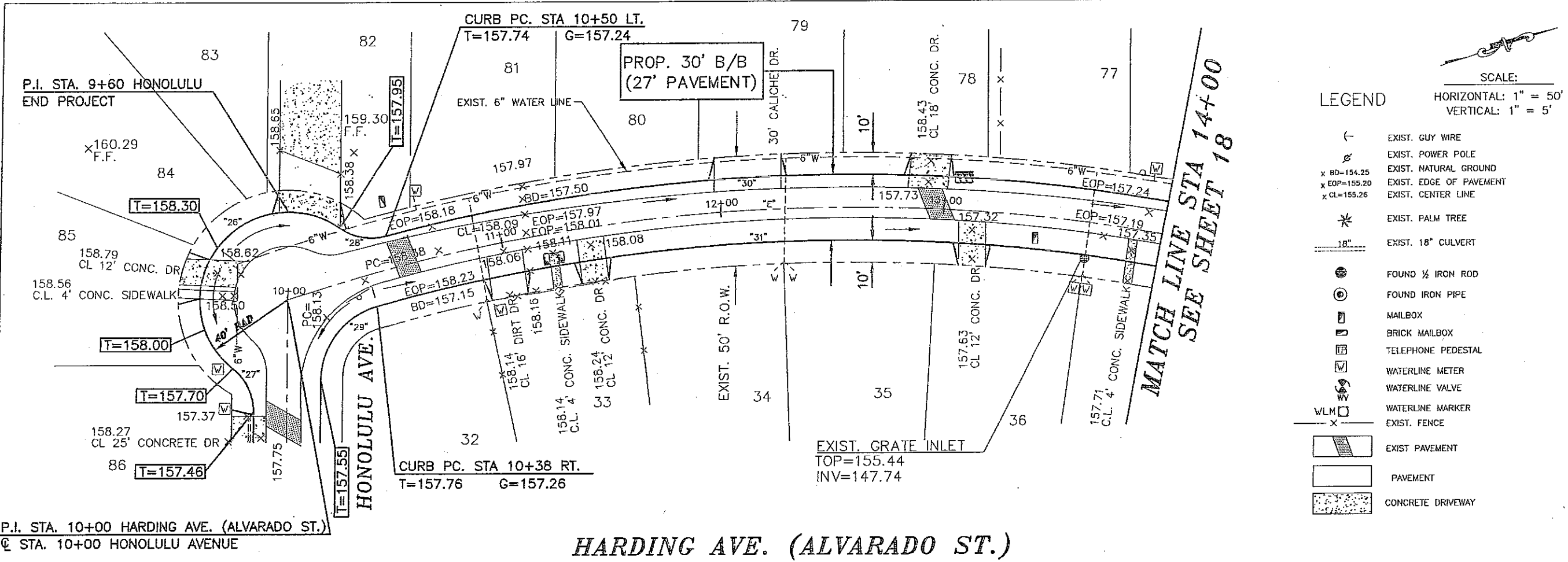


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 TBPE FIRM No. F-1295

ENGINEER: JAVIER HINOJOSA
 DESIGNER:
 SURVEYOR:
 DRAWN BY: JAG
 JOB NO.: 081003
 BOOK NO.:
 SHEET NO.: 15

Station	Prop. T/C @ 0.200%	EXIST CENTER LINE ELEVATION
10+00		160
+36 CURB PC RT. T=157.74 G=157.24		155
11+00		150
+12 CURB PC LT. T=157.55 G=157.09		
12+00		
+86 CURB PC LT. T=157.04 G=156.54		
14+00		
+06 CURB PC LT. T=157.00 G=156.50		
15+00		

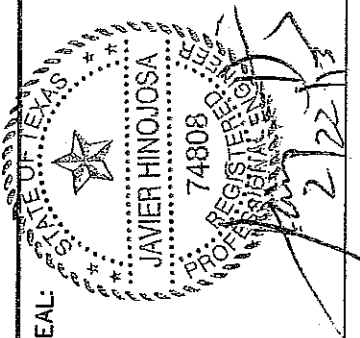
MATCH LINE STA 15+00
 SEE SHEET 16



- LEGEND**
- EXIST. GUY WIRE
 - ⊕ EXIST. POWER POLE
 - EXIST. NATURAL GROUND
 - EXIST. EDGE OF PAVEMENT
 - EXIST. CENTER LINE
 - * EXIST. PALM TREE
 - 18" EXIST. 18" CULVERT
 - ⊙ FOUND 1/2 IRON ROD
 - ⊙ FOUND IRON PIPE
 - ☐ MAILBOX
 - ☐ BRICK MAILBOX
 - ☐ TELEPHONE PEDESTAL
 - ☐ WATERLINE METER
 - ☐ WATERLINE VALVE
 - ☐ WATERLINE MARKER
 - EXIST. FENCE
 - ▨ EXIST PAVEMENT
 - ▨ PAVEMENT
 - ▨ CONCRETE DRIVEWAY

MAY, 2012
 SCALE: HORIZ: 1" = 50'
 VERT: 1" = 5'

PALM LAKE ESTATES No. 1
 PAVING & DRAINAGE
 IMPROVEMENTS
 HARDING AVE.
 (ALVARADO ST.)
 HIDALGO COUNTY TEXAS



160	PROP. T/C @ 0.200%		EXIST CENTER LINE ELEVATION	160
155				155
150				150
	10+00	+33 CURB FC RT. T=157.76 G=157.26		
		+50 CURB FC LT. T=157.74 G=157.24		
	11+00	Q=158.09 T/C=157.64		
		Q=157.60 T/C=157.44		
	12+00			
		Q=157.40 T/C=157.24		
	13+00			
		Q=157.30 T/C=157.04		
	14+00			

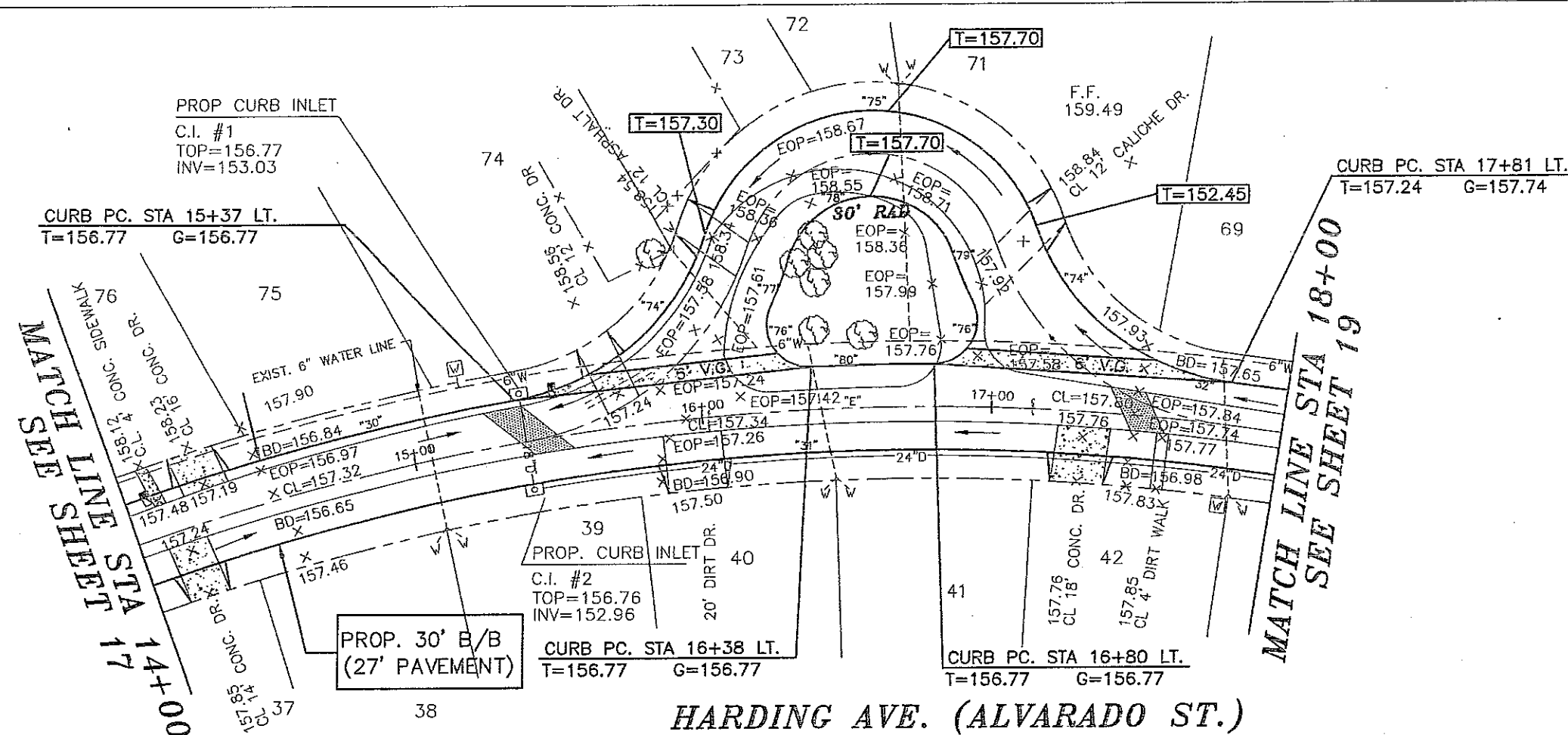
SEAL:

JAVIER HINOJOSA ENGINEERING
 CONSULTING ENGINEERS
 416 E. DOVE AVENUE McALLEN, TEXAS 78504
 PHONE (956) 668-1588
 TBPE FIRM No. F-1295

ENGINEER: JAVIER HINOJOSA
 DESIGNER:
 SURVEYOR:
 DRAWN BY: JAG
 JOB NO.: 081003
 BOOK NO.:
 SHEET NO.: 17

SCALE:
HORIZONTAL: 1" = 50'
VERTICAL: 1" = 5'

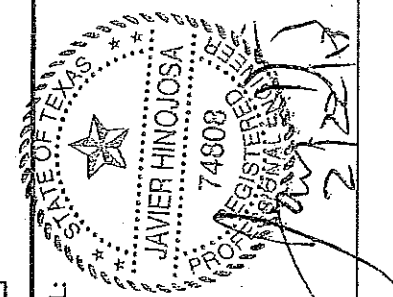
MAY, 2012
SCALE: HORIZ: 1" = 50'
VERT: 1" = 5'
REVISIONS:



LEGEND

- ↑ EXIST. GUY WIRE
- ⊕ EXIST. POWER POLE
- EXIST. NATURAL GROUND
- x BD=154.25 EXIST. EDGE OF PAVEMENT
- x EOP=155.20 EXIST. CENTER LINE
- x CL=155.26
- ✳ EXIST. PALM TREE
- 18" EXIST. 18" CULVERT
- FOUND 1/2 IRON ROD
- ⊙ FOUND IRON PIPE
- ✉ MAILBOX
- ☑ BRICK MAILBOX
- ⊠ TELEPHONE PEDESTAL
- ⊡ WATERLINE METER
- ⊟ WATERLINE VALVE
- ⊞ WATERLINE MARKER
- ⊟ EXIST. FENCE
- ▨ EXIST. PAVEMENT
- ▭ PAVEMENT
- ▩ CONCRETE DRIVEWAY

PALM LAKE ESTATES No. 1
PAVING & DRAINAGE
IMPROVEMENTS
HARDING AVE.
(ALVARADO ST.)
HIDALGO COUNTY TEXAS

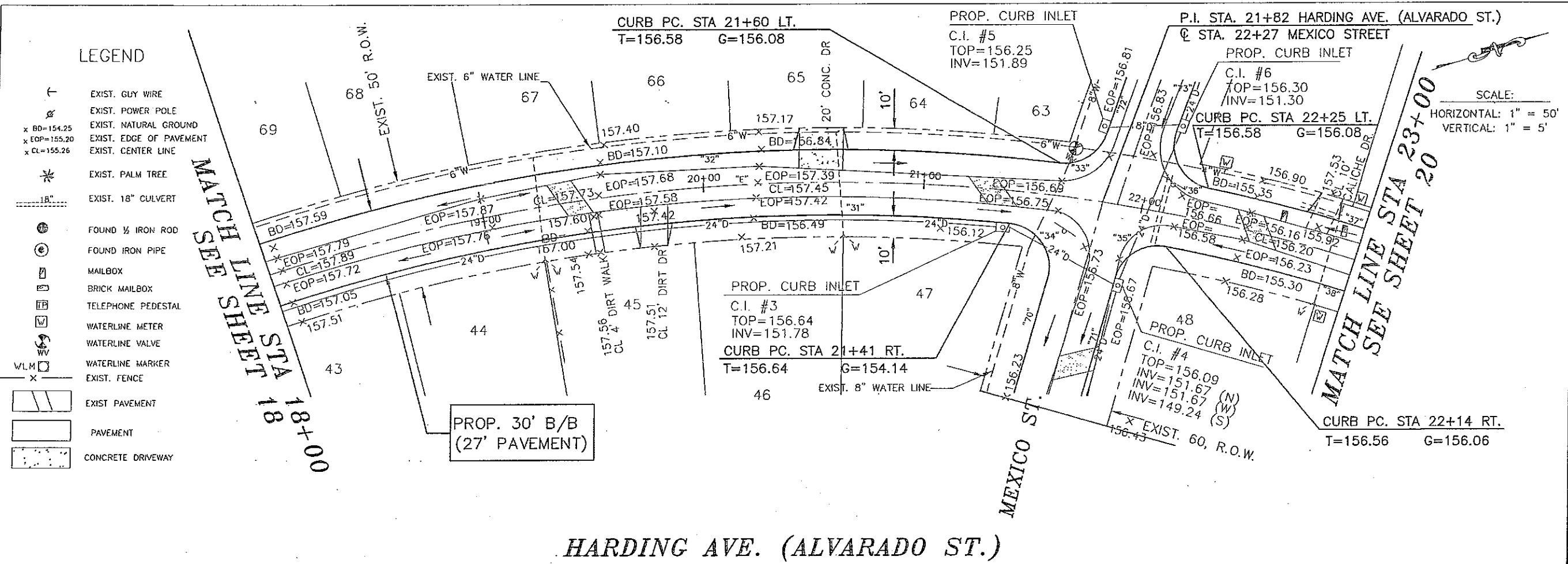


Station	Notes	P.I. STA.	Elevation	Notes	Station
14+00	MATCH LINE STA 14+00	15+40		EXIST. CENTER LINE ELEVATION	160
14+00	Q=157.30 T/C=157.04			PROP. T/C @ 0.200%	155
15+00	Q=157.32 T/C=156.84				150
15+40	+37 CURB PC LT. T=156.77 G=156.77	15+40	156.76		
15+40	T/C ELEV= 156.76				
16+00	Q=157.34 T/C=156.88				
17+00	Q=157.80 T/C=157.08				
17+81	+81 CURB PC LT. T=157.24 G=156.74				
17+81	Q=157.89 T/C=157.28				
18+00	MATCH LINE STA 18+00				160

SEAL:

JH
JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
416 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 668-1588
TBPE FIRM No. F-1295

ENGINEER: JAVIER HINOJOSA
DESIGNER:
SURVEYOR:
DRAWN BY: JAG
JOB NO.: 081003
BOOK NO.:
SHEET NO.: 18



LEGEND

- ↑ EXIST. GUY WIRE
- ⊕ EXIST. POWER POLE
- ⊗ EXIST. NATURAL GROUND
- ⊗ EXOP=155.20 EXIST. EDGE OF PAVEMENT
- ⊗ EXCL=155.26 EXIST. CENTER LINE
- * EXIST. PALM TREE
- 18" EXIST. 18" CULVERT
- ⊙ FOUND 1/2 IRON ROD
- ⊙ FOUND IRON PIPE
- ⊙ MAILBOX
- ⊙ BRICK MAILBOX
- ⊙ TELEPHONE PEDESTAL
- ⊙ WATERLINE METER
- ⊙ WATERLINE VALVE
- ⊙ W.L.M. WATERLINE MARKER
- ⊗ EXIST. FENCE
- ▨ EXIST PAVEMENT
- ▭ PAVEMENT
- ▨ CONCRETE DRIVEWAY

MAY, 2012
 SCALE: HORIZ: 1"=50'
 VERT: 1"=5'
 REVISIONS:

SCALE:
 HORIZONTAL: 1" = 50'
 VERTICAL: 1" = 5'

PALM LAKE ESTATES No. 1
 PAVING & DRAINAGE
 IMPROVEMENTS
 HARDING AVE.
 (ALVARADO ST.)
 HIDALGO COUNTY TEXAS

HARDING AVE. (ALVARADO ST.)

160	PROP. T/C @ 0.200%	P.I. STA. 19+00	EXIST. CENTER LINE ELEVATION	PROP. T/C @ 0.348%	PROP. T/C @ 0.200%	160
	MATCH LINE STA 18+00 SEE SHEET 18					
155						155
150						150
	Q=157.89 T/C=157.28	Q=157.73 T/C ELEV=157.48	Q=157.59 T/C=157.13	Q=157.08 T/C=156.78	+41 CURB PC RT. T=156.64 G=156.14	
					+60 CURB PC LT. T=156.58 G=156.08	
					Q=156.30	
					+14 CURB PC RT. T=156.58 G=156.08	
					+25 CURB PC LT. T=156.55 G=156.05	
					Q=156.37 T/C=156.73	

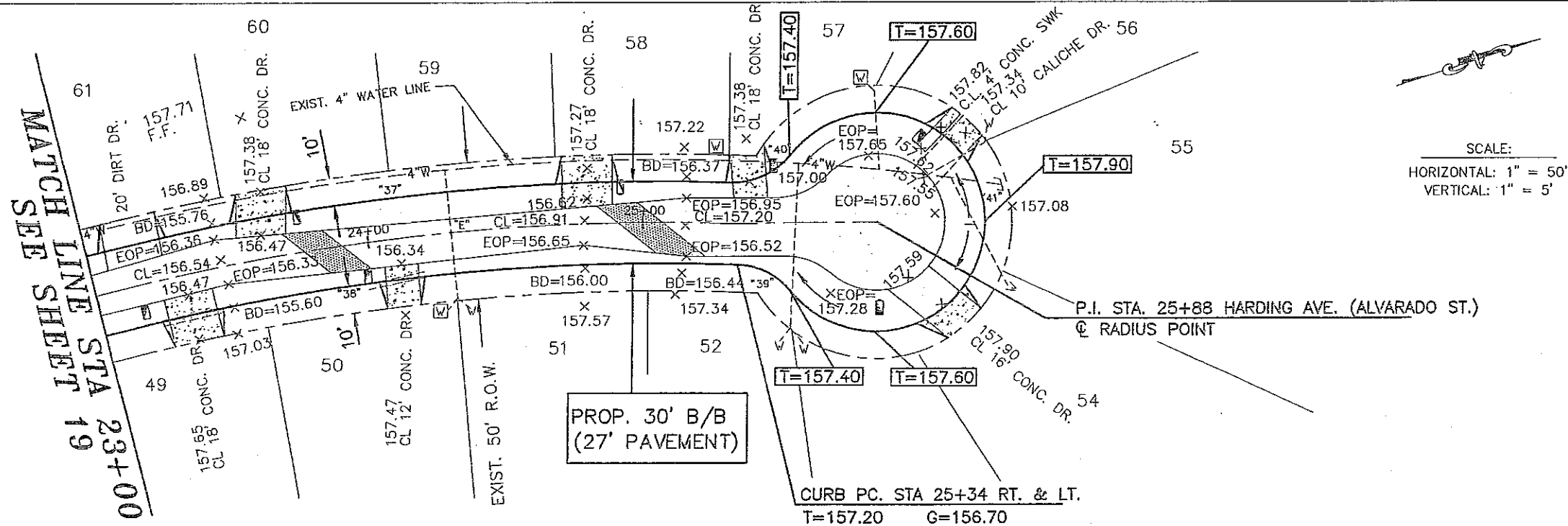
SEAL:
 STATE OF TEXAS
 JAVIER HINOJOSA
 74808
 7/30/14

JH
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 CONSULTING ENGINEERS
 416 E. DOVE AVENUE MCALLEN, TEXAS 78504
 PHONE (956) 668-1588
 TBPE FIRM No. F-1295

ENGINEER: JAVIER HINOJOSA
 DESIGNER:
 SURVEYOR:
 DRAWN BY: JAG
 JOB NO.: 081003
 BOOK NO.:
 SHEET NO.: 19

LEGEND

- EXIST. GUY WIRE
- EXIST. POWER POLE
- EXIST. NATURAL GROUND
- EXIST. EDGE OF PAVEMENT
- EXIST. CENTER LINE
- EXIST. PALM TREE
- EXIST. 18" CULVERT
- FOUND 1/2 IRON ROD
- FOUND IRON PIPE
- MAILBOX
- BRICK MAILBOX
- TELEPHONE PEDESTAL
- WATERLINE METER
- WATERLINE VALVE
- WATERLINE MARKER
- EXIST. FENCE
- EXIST PAVEMENT
- PAVEMENT
- CONCRETE DRIVEWAY



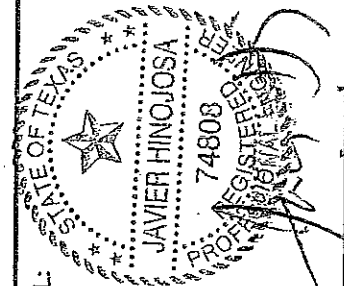
SCALE:
HORIZONTAL: 1" = 50'
VERTICAL: 1" = 5'

HARDING AVE. (ALVARADO ST.)

160	EXIST CENTER LINE ELEVATION										160
	PROP: T/C @ 0.200%										
155	(Elevation profile line)										155
	(Elevation profile line)										
150	(Elevation profile line)										150
	(Elevation profile line)										
	23+00	24+00	25+00	26+00							
	Q=156.37 T/C=156.73	Q=156.73 T/C=156.93	Q=157.20 T/C=157.13	+34 CURB PC RT. & LT. T=157.20 G=156.70							

MAY, 2012
SCALE: HORIZ: 1"=50'
VERT: 1"=5'
REVISIONS:

**PALM LAKE ESTATES No. 1
PAVING & DRAINAGE
IMPROVEMENTS
(ALVARADO)
(ALVARADO ST.)**
HIDALGO COUNTY TEXAS



SEAL:
JH
JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
416 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 668-1585
TBPE FIRM No. F-1295

ENGINEER: JAVIER HINOJOSA
DESIGNER:
SURVEYOR:
DRAWN BY: JAG
JOB NO.: 081003
BOOK NO.:
SHEET NO.: 20

2/22/13

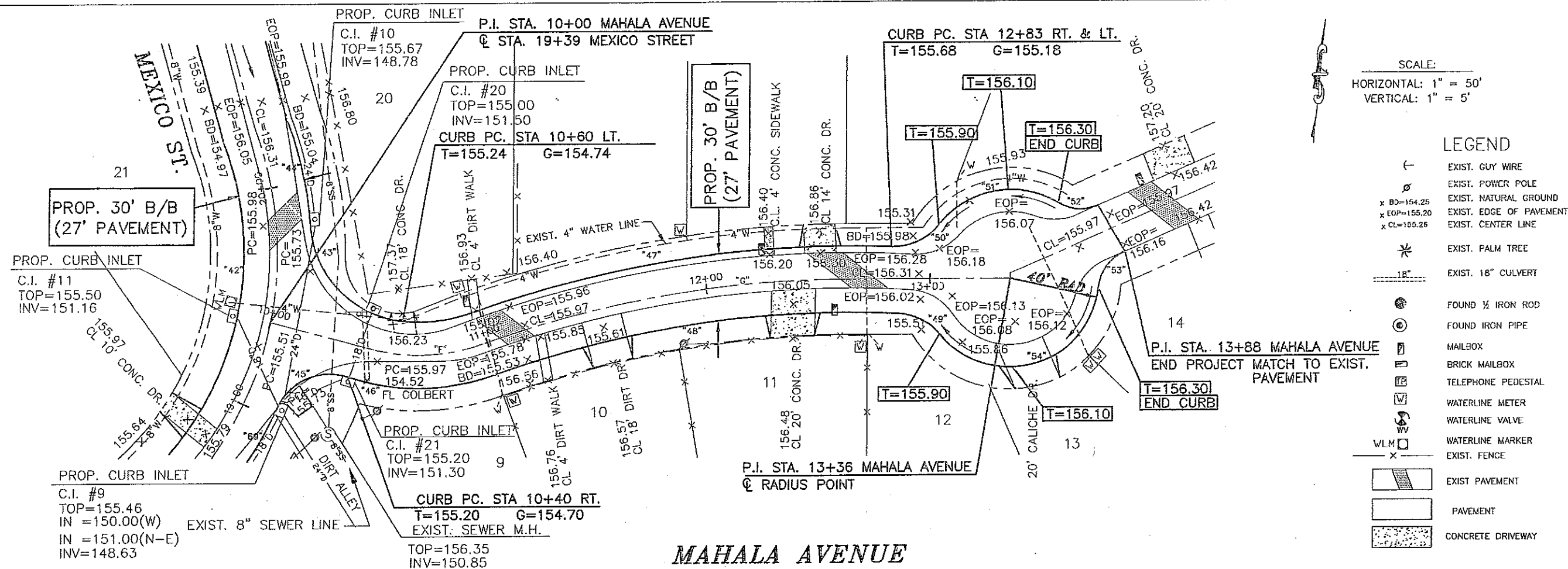
MAY, 2012

SCALE: HORIZ: 1" = 50'
VERT: 1" = 5'

REVISIONS:

PALM LAKE ESTATES No. 1
PAVING & DRAINAGE
IMPROVEMENTS
MAHALA AVENUE

HIDALGO COUNTY TEXAS



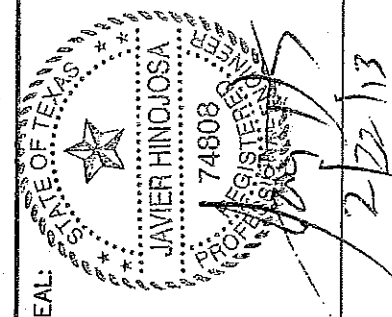
SCALE:
HORIZONTAL: 1" = 50'
VERTICAL: 1" = 5'

LEGEND

- +— EXIST. GUY WIRE
- ⊙ EXIST. POWER POLE
- ⊙ EXIST. NATURAL GROUND
- x BD=154.25 EXIST. EDGE OF PAVEMENT
- x EOP=155.20 EXIST. CENTER LINE
- x CL=155.26
- * EXIST. PALM TREE
- 18" EXIST. 18" CULVERT
- ⊙ FOUND 1/2 IRON ROD
- ⊙ FOUND IRON PIPE
- ☐ MAILBOX
- ☐ BRICK MAILBOX
- ☐ TELEPHONE PEDESTAL
- ☐ WATERLINE METER
- ☐ WATERLINE VALVE
- ☐ WLM EXIST. FENCE
- ☐ EXIST. PAVEMENT
- ☐ PAVEMENT
- ☐ CONCRETE DRIVEWAY

MAHALA AVENUE

160	EXIST. CENTER LINE ELEVATION										160
	PROP. T/C @ 0.200%										
155											155
150											150
	10+00	+40 CURB PC RT. T=155.20 G=154.70	+60 CURB PC LT. T=155.24 G=154.74	11+00	12+00	+83 CURB PC RT. & LT. T=155.68 G=155.18	13+00	14+00			
		CL=155.60		CL=155.97	T/C=155.22	CL=156.14	T/C=155.52				

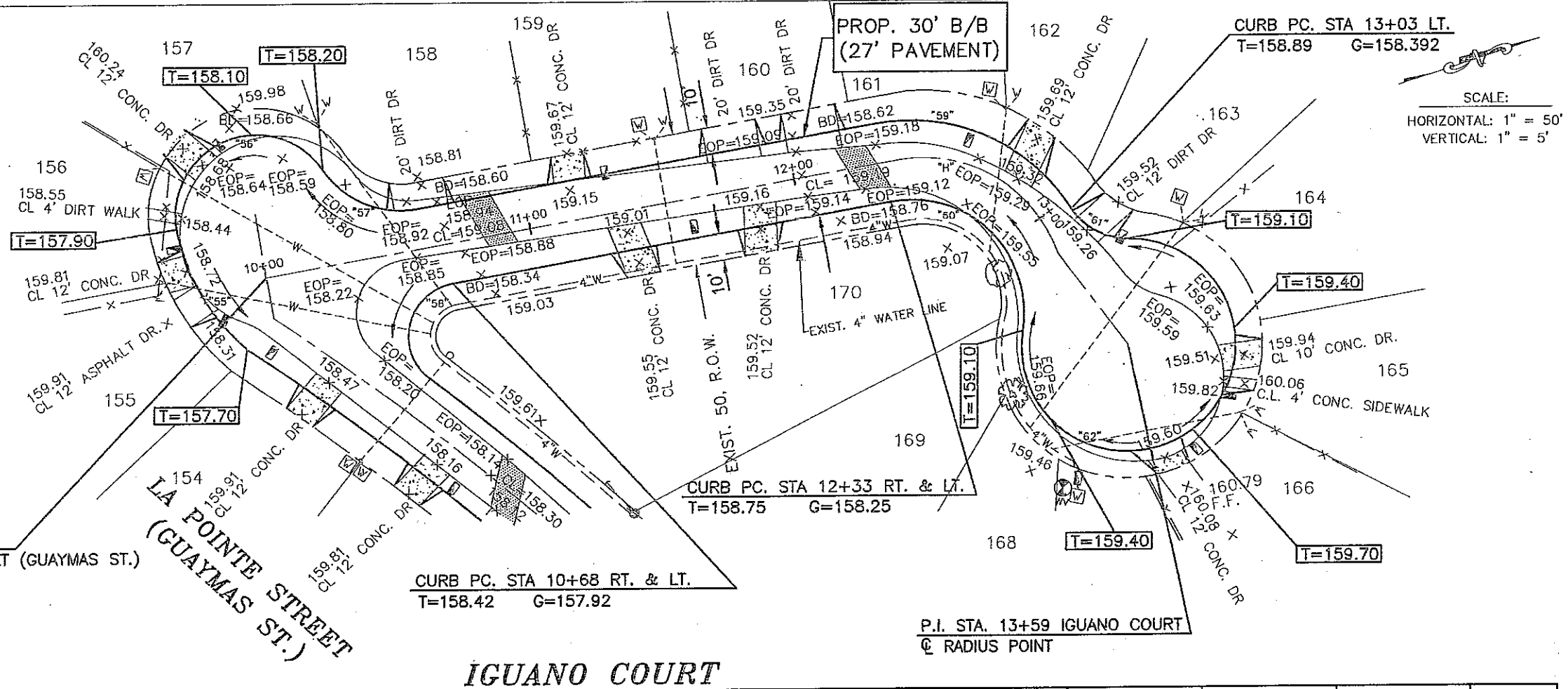


JAVIER HINOJOSA ENGINEERING
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416 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 668-1588
TBPE FIRM No. F-1295

ENGINEER: JAVIER HINOJOSA
DESIGNER:
SURVEYOR:
DRAWN BY: JAG
JOB NO.: 081003
BOOK NO.:
SHEET NO.: 21

LEGEND

- ← EXIST. GUY WIRE
- ⊕ EXIST. POWER POLE
- ⊗ EXIST. NATURAL GROUND
- x EOP=154.25
- x EOP=155.20
- x CL=155.26
- ⊗ EXIST. EDGE OF PAVEMENT
- EXIST. CENTER LINE
- ⊗ EXIST. PALM TREE
- 18" EXIST. 18" CULVERT
- ⊗ FOUND 1/2 IRON ROD
- ⊗ FOUND IRON PIPE
- ⊗ MAILBOX
- ⊗ BRICK MAILBOX
- ⊗ TELEPHONE PEDESTAL
- ⊗ WATERLINE METER
- ⊗ WATERLINE VALVE
- ⊗ W.L.M. WATERLINE MARKER
- x EXIST. FENCE
- ▨ EXIST PAVEMENT
- ▨ PAVEMENT
- ▨ CONCRETE DRIVEWAY



P.I. STA. 10+00 IGUANO COURT
 @ STA. 10+00 LA POINTE STREET (GUAYMAS ST.)

CURB PC. STA 10+68 RT. & LT.
 T=158.42 G=157.92

P.I. STA. 13+59 IGUANO COURT
 @ RADIUS POINT

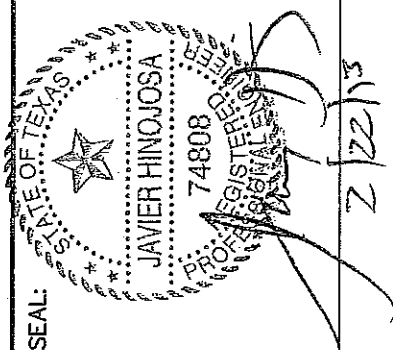
IGUANO COURT

160	PROP. T/C @ 0.200%		EXIST CENTER LINE ELEVATION		160
155					155
150					150
	10+00	11+00	12+00	13+00	
		+68 CURB PC RT. & LT. T=158.42 G=157.92	+33 CURB PC RT. & LT. T=159.75 G=158.25	+03 CURB PC LT. T=158.89 G=158.39	
		C=158.60 T/C=158.48	C=159.10 T/C=158.68	C=159.30 T/C=159.28	

MAY, 2012
 SCALE: HORIZ: 1"=50'
 VERT: 1"=5'
 REVISIONS:

SCALE:
 HORIZONTAL: 1" = 50'
 VERTICAL: 1" = 5'

PALM LAKE ESTATES NO. 1
 PAVING & DRAINAGE
 IMPROVEMENTS
 IGUANO COURT
 HIDALGO COUNTY TEXAS



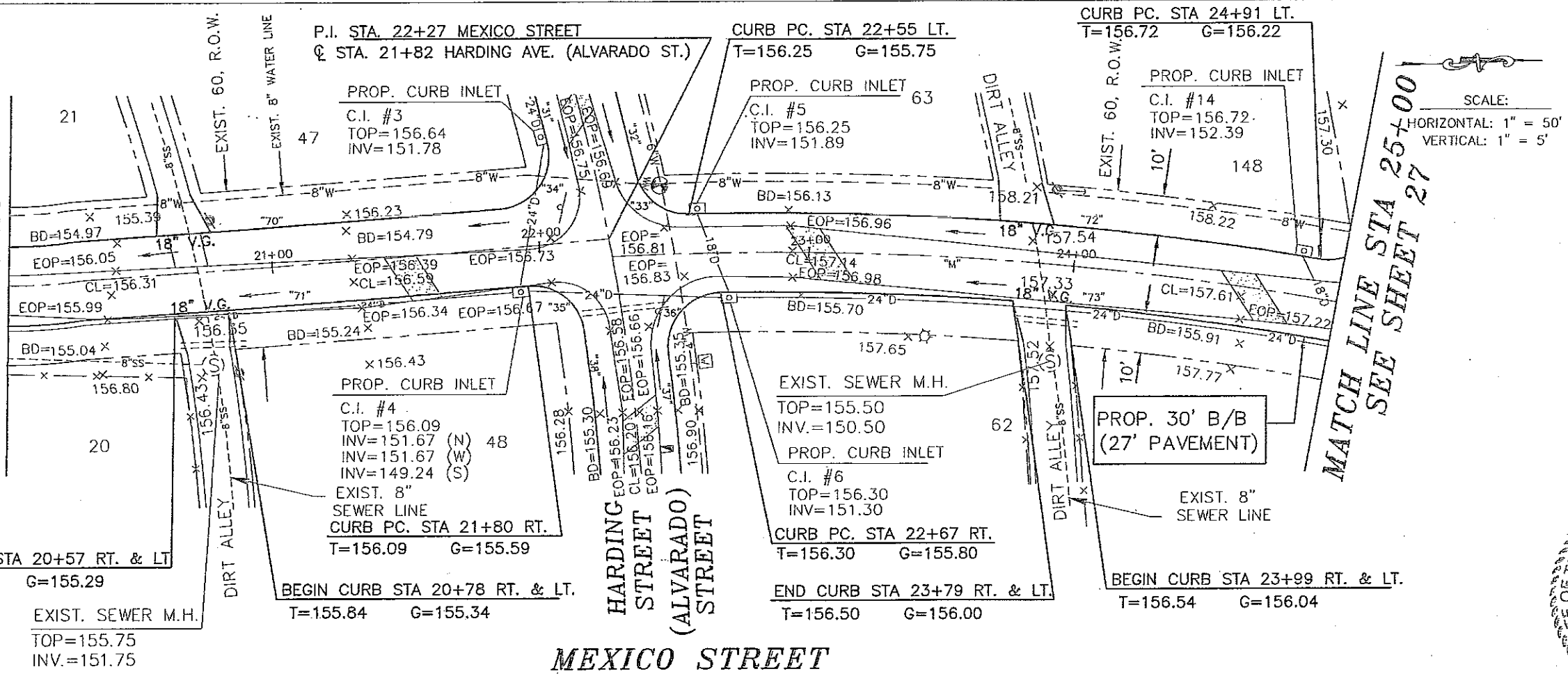
JAVIER HINOJOSA ENGINEERING
 CONSULTING ENGINEERS
 416 E. DOVE AVENUE McALLEN, TEXAS 78504
 PHONE (956) 668-1585
 TBPE FIRM No. F-1295

ENGINEER: JAVIER HINOJOSA
 DESIGNER:
 SURVEYOR:
 DRAWN BY: JAG
 JOB NO.: 081003
 BOOK NO.:
 SHEET NO.: 23

LEGEND

- EXIST. GUY WIRE
- EXIST. POWER POLE
- EXIST. NATURAL GROUND
- EXIST. EDGE OF PAVEMENT
- EXIST. CENTER LINE
- EXIST. PALM TREE
- EXIST. 18" CULVERT
- FOUND 1/2 IRON ROD
- FOUND IRON PIPE
- MAILBOX
- BRICK MAILBOX
- TELEPHONE PEDESTAL
- WATERLINE METER
- WATERLINE VALVE
- WATERLINE MARKER
- EXIST. FENCE
- EXIST. PAVEMENT
- PAVEMENT
- CONCRETE DRIVEWAY

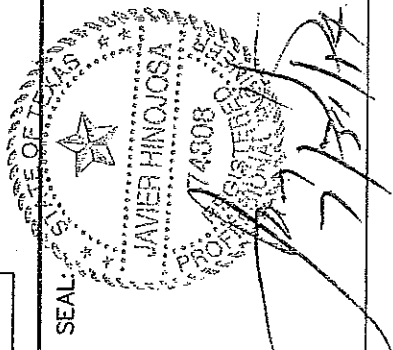
MATCH LINE STA 20+00
SEE SHEET 25



MAY, 2012
 SCALE: HORIZ: 1" = 50'
 VERT: 1" = 5'
 REVISIONS:

SCALE:
 HORIZONTAL: 1" = 50'
 VERTICAL: 1" = 5'

PALM LAKE ESTATES No. 1
 PAVING & DRAINAGE
 IMPROVEMENTS
 MEXICO STREET
 HIDALGO COUNTY TEXAS



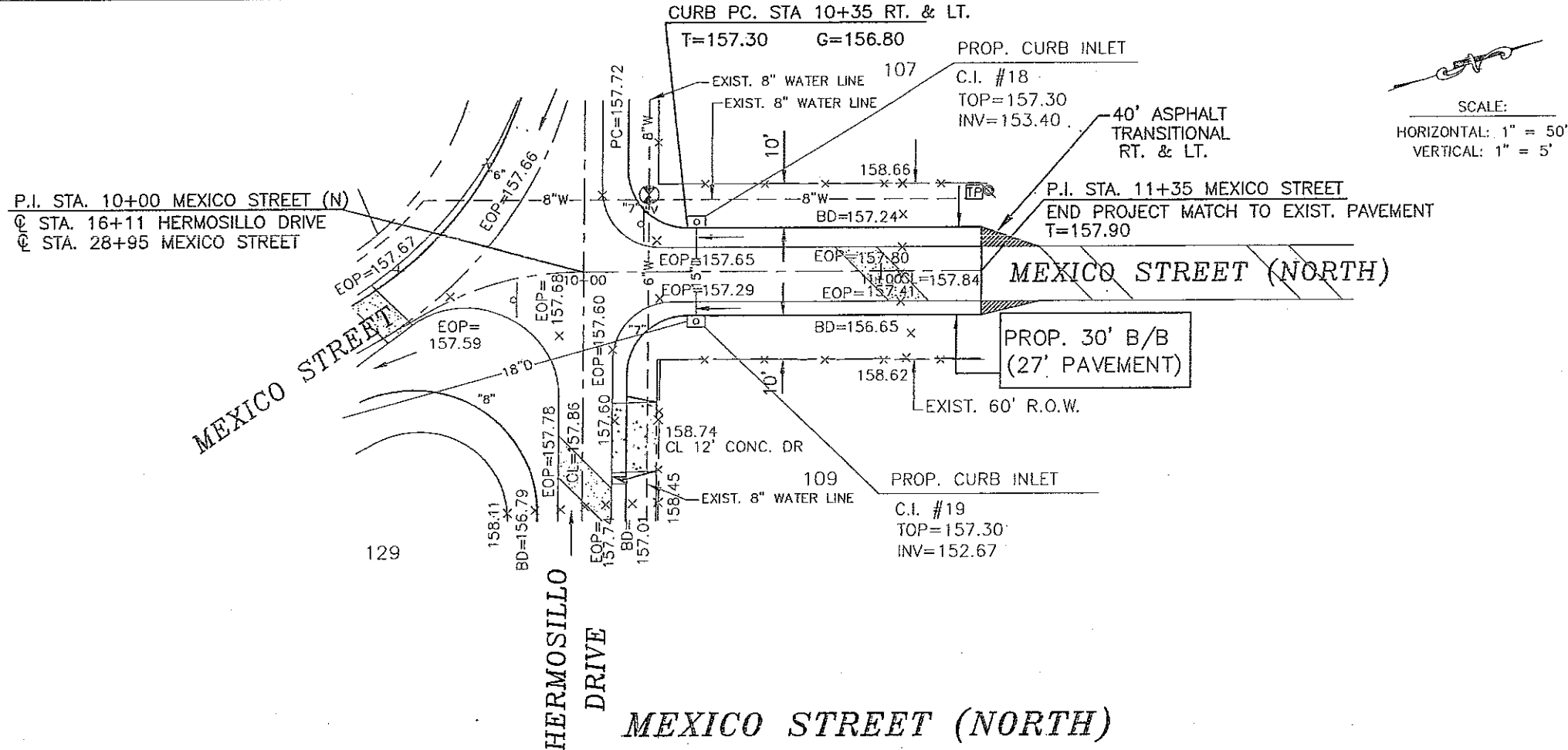
160	MATCH LINE STA 20+00 SEE SHEET 25	PROP. T/C @ 0.243%	PROP. T/C @ 0.200%	EXIST. CENTER LINE ELEVATION	160
155	MATCH LINE STA 20+00 SEE SHEET 25	PROP. T/C @ 0.243%	PROP. T/C @ 0.200%	EXIST. CENTER LINE ELEVATION	155
150	MATCH LINE STA 20+00 SEE SHEET 25	PROP. T/C @ 0.243%	PROP. T/C @ 0.200%	EXIST. CENTER LINE ELEVATION	150

JAVIER HINOJOSA ENGINEERING CONSULTING ENGINEERS
 416 E. DOVE AVENUE McALLEN, TEXAS 78504
 PHONE (956) 688-1588
 TBPE FIRM No. F-1295

ENGINEER: JAVIER HINOJOSA
 DESIGNER:
 SURVEYOR:
 DRAWN BY: JAG
 JOB NO.: 081003
 BOOK NO.:
 SHEET NO.: 26

LEGEND

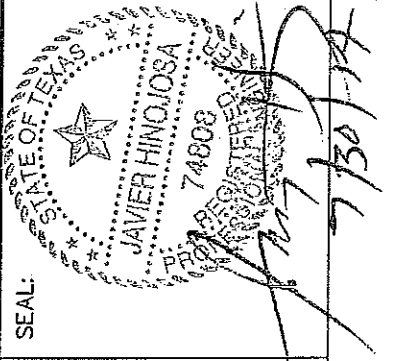
- ↑ EXIST. GUY WIRE
- ⊕ EXIST. POWER POLE
- EXIST. NATURAL GROUND
- x BD=154.25 EXIST. EDGE OF PAVEMENT
- x EOP=155.20 EXIST. CENTER LINE
- ⊙ EXIST. PALM TREE
- 18"--- EXIST. 18" CULVERT
- ⊙ FOUND 1/2 IRON ROD
- ⊕ FOUND IRON PIPE
- ☐ MAILBOX
- ☐ BRICK MAILBOX
- ☐ TELEPHONE PEDESTAL
- ⊕ WATERLINE METER
- ⊕ WATERLINE VALVE
- ⊕ VLM ☐ WATERLINE MARKER
- x EXIST. FENCE
- ▨ EXIST PAVEMENT
- ▭ PAVEMENT
- ▨ CONCRETE DRIVEWAY



SCALE:
HORIZONTAL: 1" = 50'
VERTICAL: 1" = 5'

MAY, 2012
SCALE: HORIZ: 1"=50'
VERT: 1"=5'
REVISIONS:

PALM LAKE ESTATES No. 1
PAVING & DRAINAGE
IMPROVEMENTS
MEXICO STREET (NORTH)
HIDALGO COUNTY TEXAS



160		160
155	<p>EXIST CENTER LINE ELEVATION</p> <p>PROPR. T/C @ 0.600%</p>	155
150		150
	<p>END CURB STA. 11+35</p> <p>T/C ELEV= 157.90</p> <p>+35 CURB PC RT. & LT. T=157.30 G=156.80</p> <p>C=157.70</p> <p>C=157.84 T/C=157.80</p>	
	<p>10+00</p> <p>11+00</p>	

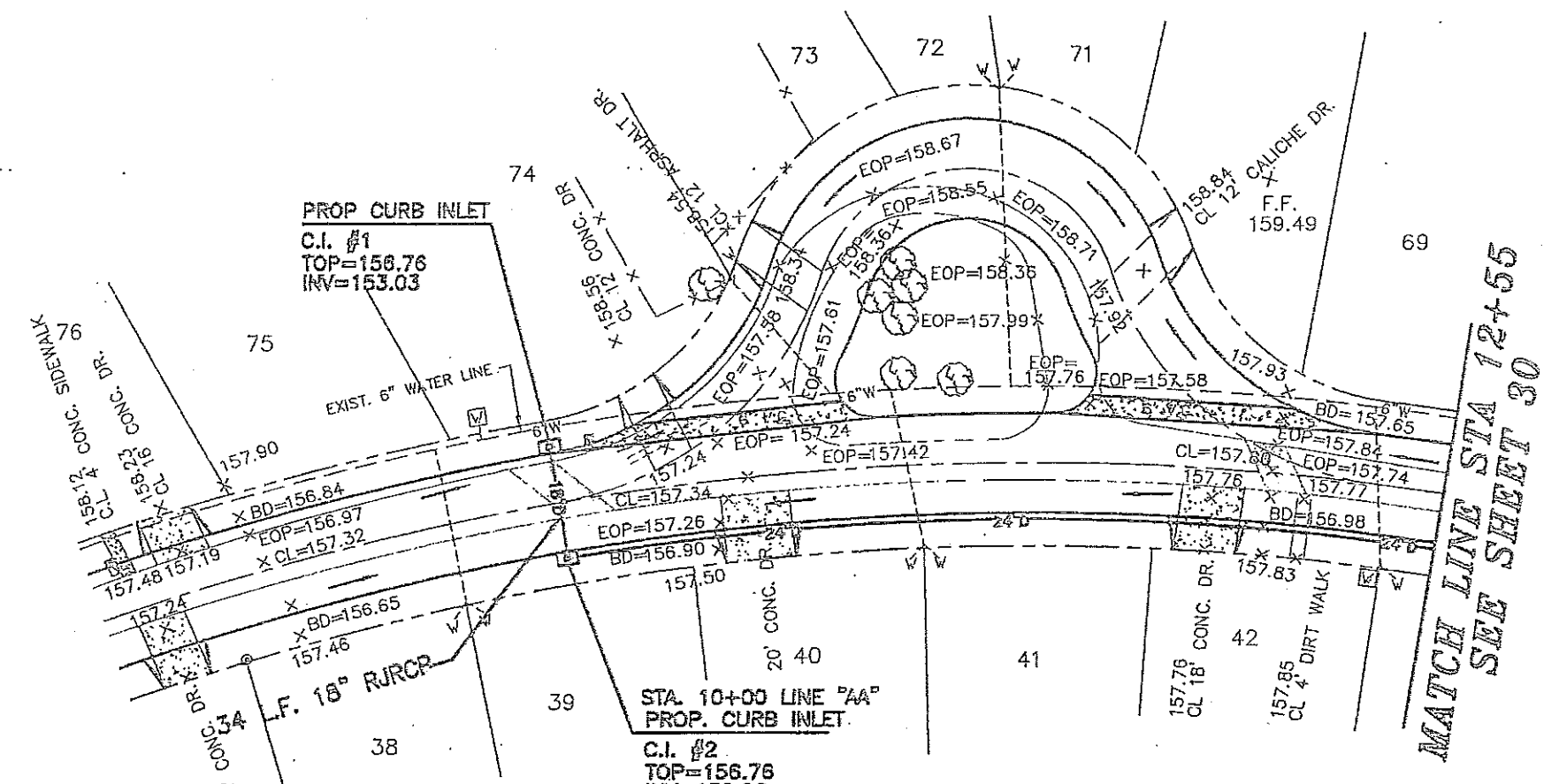
SEAL:

JH

JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
416 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 668-1588
TBE FIRM No. F-1295

ENGINEER: JAVIER HINOJOSA
DESIGNER:
SURVEYOR:
DRAWN BY: JAG
JOB NO.: 081003
BOOK NO.:
SHEET NO.: 28

OCTOBER, 2008
 SCALE: HORIZ: 1" = 50'
 VERT: 1" = 5'
 REVISIONS:



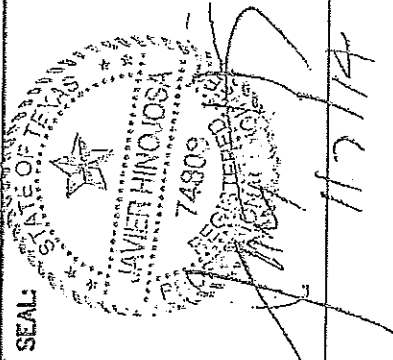
SCALE:
 HORIZONTAL: 1" = 50'
 VERTICAL: 1" = 5'

- LEGEND**
- EXIST. GUY WIRE
 - EXIST. POWER POLE
 - EXIST. NATURAL GROUND
 - EXIST. EDGE OF PAVEMENT
 - EXIST. CENTER LINE
 - EXIST. PALM TREE
 - EXIST. 18" CULVERT
 - FOUND 1/2 IRON ROD
 - FOUND IRON PIPE
 - MAILBOX
 - BRICK MAILBOX
 - TELEPHONE PEDESTAL
 - WATERLINE METER
 - WATERLINE VALVE
 - WATERLINE MARKER
 - EXIST. FENCE
 - EXIST PAVEMENT
 - PAVEMENT
 - CONCRETE DRIVEWAY

LINE "AA" HARDING AVENUE (ALVARADO ST.)

160	C.I. STA. 10+00	EXIST. CENTER LINE ELEVATION				160
		255 L.F. 24" RJRCP @ 0.200%				
155	INV=152.96	TRENCH SHORING & PROTECTION REQUIRED				155
		MATCH LINE STA 12+55 SEE SHEET 30				
150	10+00	INV=152.76	INV=152.56			150
		MATCH LINE STA 12+55 SEE SHEET 30				

PALM LAKE ESTATES No. 1
 PAVING & DRAINAGE
 IMPROVEMENTS
 HARDING STREET
 (ALVARADO ST.)
 HIDALGO COUNTY TEXAS

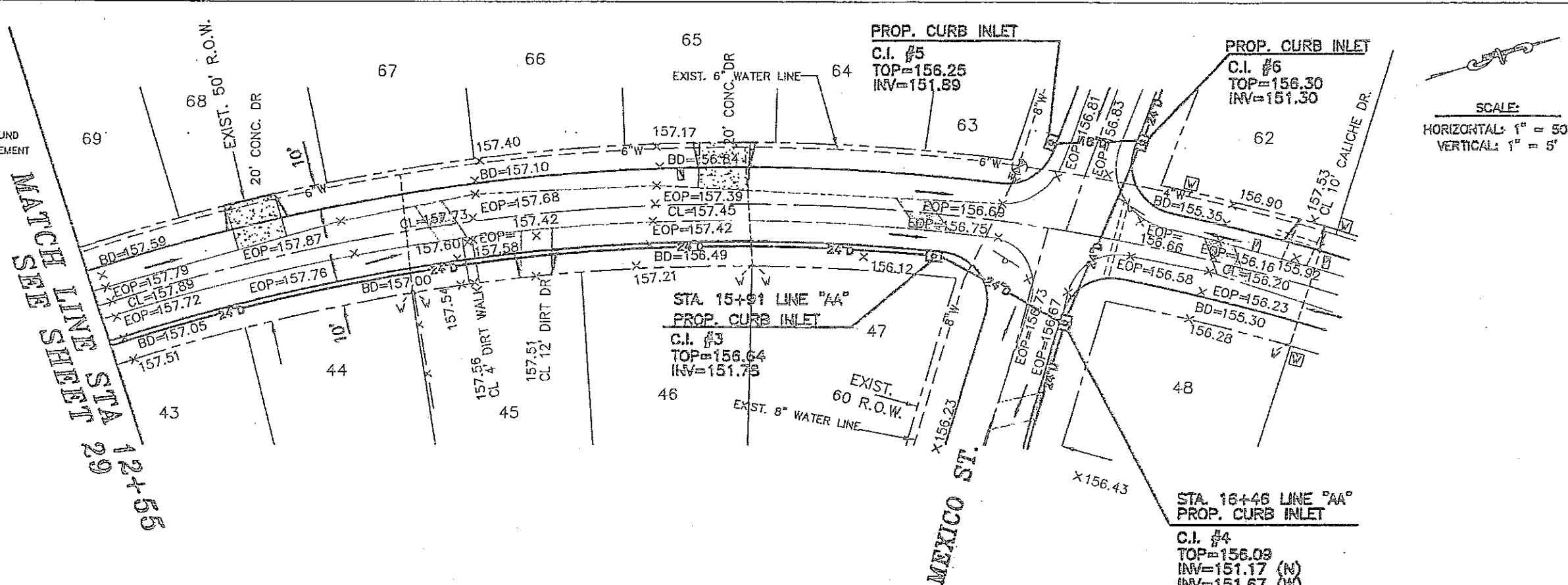


JH
JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
 416 E. DOVE AVENUE McALLEN, TEXAS 78504
 PHONE (956) 668-1588
 TBPE FIRM No. F-1295

ENGINEER:	JAVIER HINOJOSA
DESIGNER:	
SURVEYOR:	
DRAWN BY:	JAG
JOB NO.:	081003
BOOK NO.:	
SHEET NO.:	29

LEGEND

- EXIST. GUY WIRE
- EXIST. POWER POLE
- EXIST. NATURAL GROUND
- EXIST. EDGE OF PAVEMENT
- EXIST. CENTER LINE
- EXIST. PALM TREE
- EXIST. 18" CULVERT
- FOUND 1/2" IRON ROD
- FOUND IRON PIPE
- MAILBOX
- BRICK MAILBOX
- TELEPHONE PEDIESTAL
- WATERLINE METER
- WATERLINE VALVE
- WATERLINE MARKER
- EXIST. FENCE
- EXIST PAVEMENT
- PAVEMENT
- CONCRETE DRIVEWAY



SCALE:
HORIZONTAL: 1" = 50'
VERTICAL: 1" = 5'

LINE "AA" HARDING AVENUE (ALVARADO ST.)

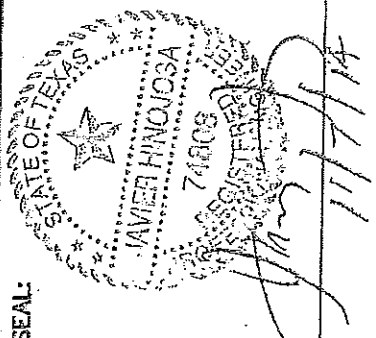
MATCH LINE STA 12+55 SEE SHEET 29	160	EXIST. CENTER LINE ELEVATION						160
	155	336 LF. 24" RJRCP @ 0.200%						155
	150	55 LF. 24" RJRCP @ 0.200%						150
	149.24	TRENCH SHORING & PROTECTION REQUIRED						149.24
	INV=152.36	INV=152.16	INV=151.96	INV=151.78	INV=151.67	INV=149.24		
	13+00	14+00	15+00	16+00				

OCTOBER, 2008
SCALE: HORIZ: 1"=50'
VERT: 1"=5'

REVISIONS:

PALM LAKE ESTATES No. 1
PAVING & DRAINAGE
IMPROVEMENTS
HARDING AVENUE
(ALVARADO ST.)

HIDALGO COUNTY TEXAS



JH

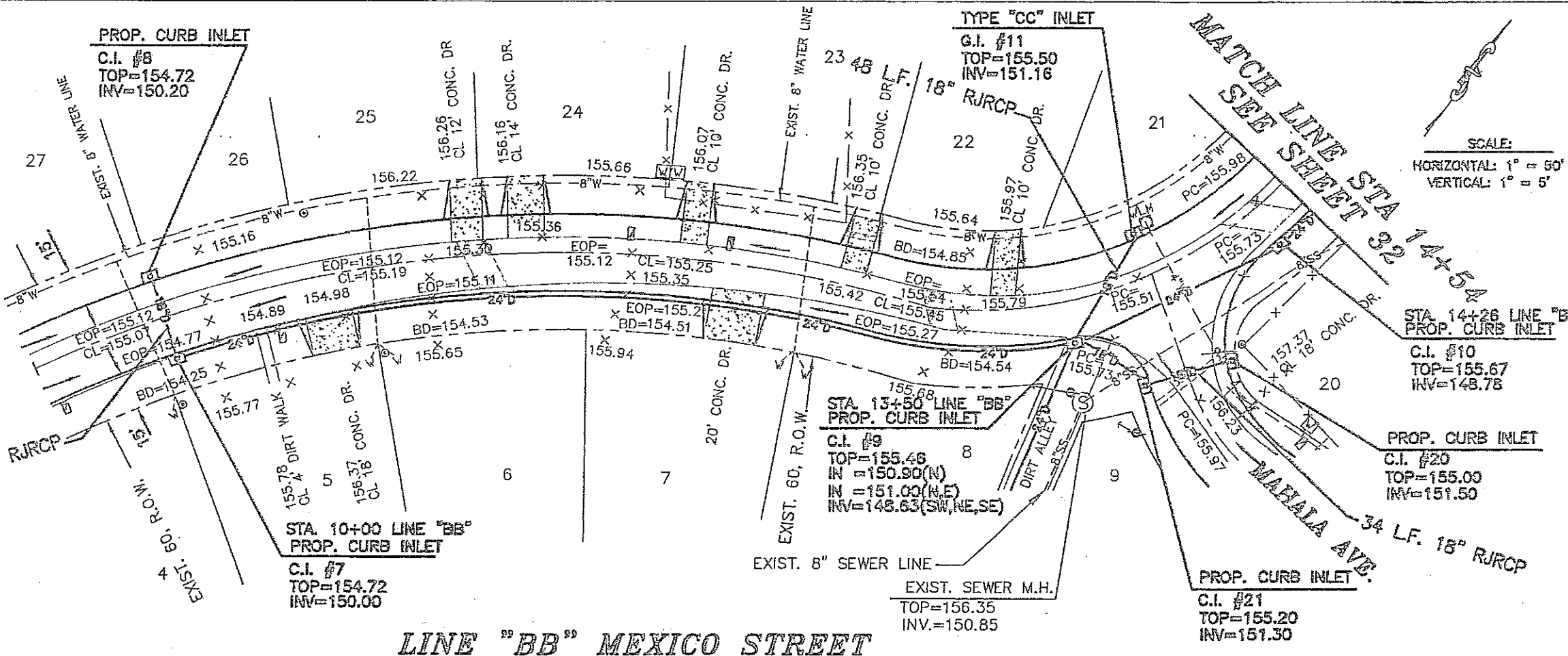
**JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS**

416 E. DOVE AVENUE McALLEN, TEXAS 78504.
PHONE (956) 668-1588
TBPE FIRM No. F-1295

ENGINEER: JAVIER HINOJOSA
DESIGNER:
SURVEYOR:
DRAWN BY: JAG
JOB NO.: 081003
BOOK NO.:
SHEET NO.: 30

LEGEND

- ↑ EXIST. GUY WIRE
- ⊕ EXIST. POWER POLE
- x BD=154.25 EXIST. NATURAL GROUND
- x EOP=155.20 EXIST. EDGE OF PAVEMENT
- x CL=155.26 EXIST. CENTER LINE
- ✱ EXIST. PALM TREE
- 18" EXIST. 18" CULVERT
- ⊙ FOUND 1/2" IRON ROD
- ⊙ FOUND IRON PIPE
- MAILBOX
- BRICK MAILBOX
- TELEPHONE PEDESTAL
- WATERLINE METER
- WATERLINE VALVE
- WLM EXIST. WATERLINE MARKER
- x EXIST. FENCE
- EXIST. PAVEMENT
- PAVEMENT
- CONCRETE DRIVEWAY



OCTOBER, 2008
 SCALE: HORIZ: 1" = 50'
 VERT: 1" = 5'

REVISIONS:

PALM LAKE ESTATES No. 1
 PAVING & DRAINAGE
 IMPROVEMENTS
 MEXICO STREET
 HIDALGO COUNTY TEXAS

SEAL: *[Signature]*

160	C.I. STA. 10+00	TRENCH SHORING & PROTECTION REQUIRED					C.I. STA. 13+50	C.I. STA. 14+26	MATCH LINE STA 14+54 SEE SHEET 32	160
		EXIST. CENTER LINE ELEVATION								
155	C.I. STA. 10+00	76 LF. 24" RJRCP @ 0.200%					C.I. STA. 13+50	C.I. STA. 14+26	MATCH LINE STA 14+54 SEE SHEET 32	155
		EXIST. 4" W.L. TOP OF PIPE=151.30 INV.=151.07								
150	C.I. STA. 10+00	350 LF. 24" RJRCP @ 0.391%					C.I. STA. 13+50	C.I. STA. 14+26	MATCH LINE STA 14+54 SEE SHEET 32	150
		INV=150.00								
		INV=149.61	INV=149.22	INV=148.83	INV=148.83	INV=148.83	INV=151.16	INV=148.78		
		10+00	11+00	12+00	13+00	14+00				

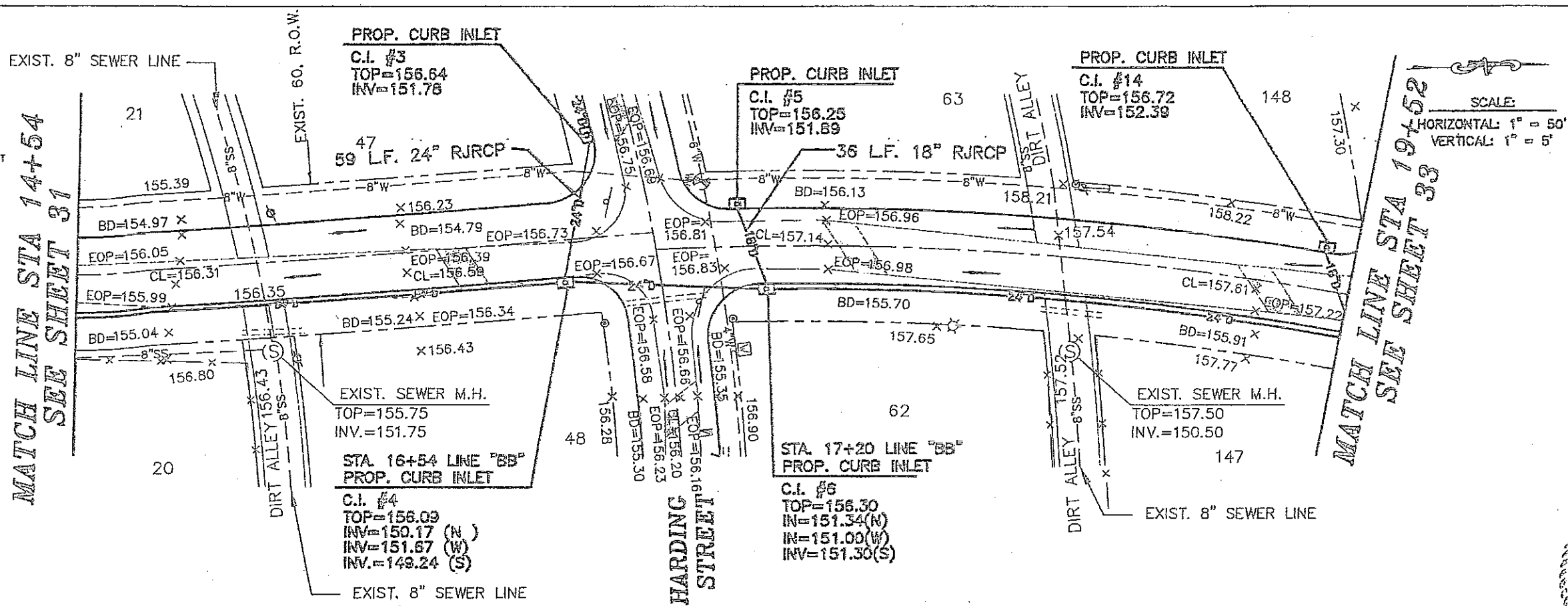
JH

JAVIER HINOJOSA ENGINEERING CONSULTING ENGINEERS
 416 E. DOVE AVENUE McALLEN, TEXAS 78504
 PHONE (956) 668-1588
 TBPE FIRM No. F-1295

ENGINEER: JAVIER HINOJOSA
 DESIGNER:
 SURVEYOR:
 DRAWN BY: JAG
 JOB NO.: 081003
 BOOK NO.:
 SHEET NO.: 31

LEGEND

- ↑ EXIST. GUY WIRE
- ⊕ EXIST. POWER POLE
- ⊗ EXIST. NATURAL GROUND
- ⊗ EXIST. EDGE OF PAVEMENT
- ⊗ EXIST. CENTER LINE
- ⊗ EXIST. PALM TREE
- 18" EXIST. 18" CULVERT
- ⊙ FOUND 1/2" IRON ROD
- ⊙ FOUND IRON PIPE
- MAILBOX
- BRICK MAILBOX
- TELEPHONE PEDESTAL
- WATERLINE METER
- WATERLINE VALVE
- WATERLINE MARKER
- EXIST. FENCE
- EXIST PAVEMENT
- PAVEMENT
- CONCRETE DRIVEWAY



LINE "BB" MEXICO STREET

MATCH LINE STA 14+54 SEE SHEET 31	160	EXIST. CENTER LINE ELEVATION						160
	155	TRENCH SHORING & PROTECTION REQUIRED						155
	150	76 LF. 24" RJRCP @ 0.200%						150
	150	230 LF. 24" RJRCP @ 0.200%						150
	15+00	16+00	17+00	18+00	19+00			
	INV=148.84	INV=148.94	INV=148.14	INV=148.30	INV=151.50	INV=151.70	INV=151.80	

OCTOBER, 2008
 SCALE: HORIZ: 1" = 50'
 VERT: 1" = 5'

REVISIONS:

SCALE:
 HORIZONTAL: 1" = 50'
 VERTICAL: 1" = 5'

PALM LAKE ESTATES No. 1
 PAVING & DRAINAGE
 IMPROVEMENTS
 MEXICO STREET
 HIDALGO COUNTY TEXAS

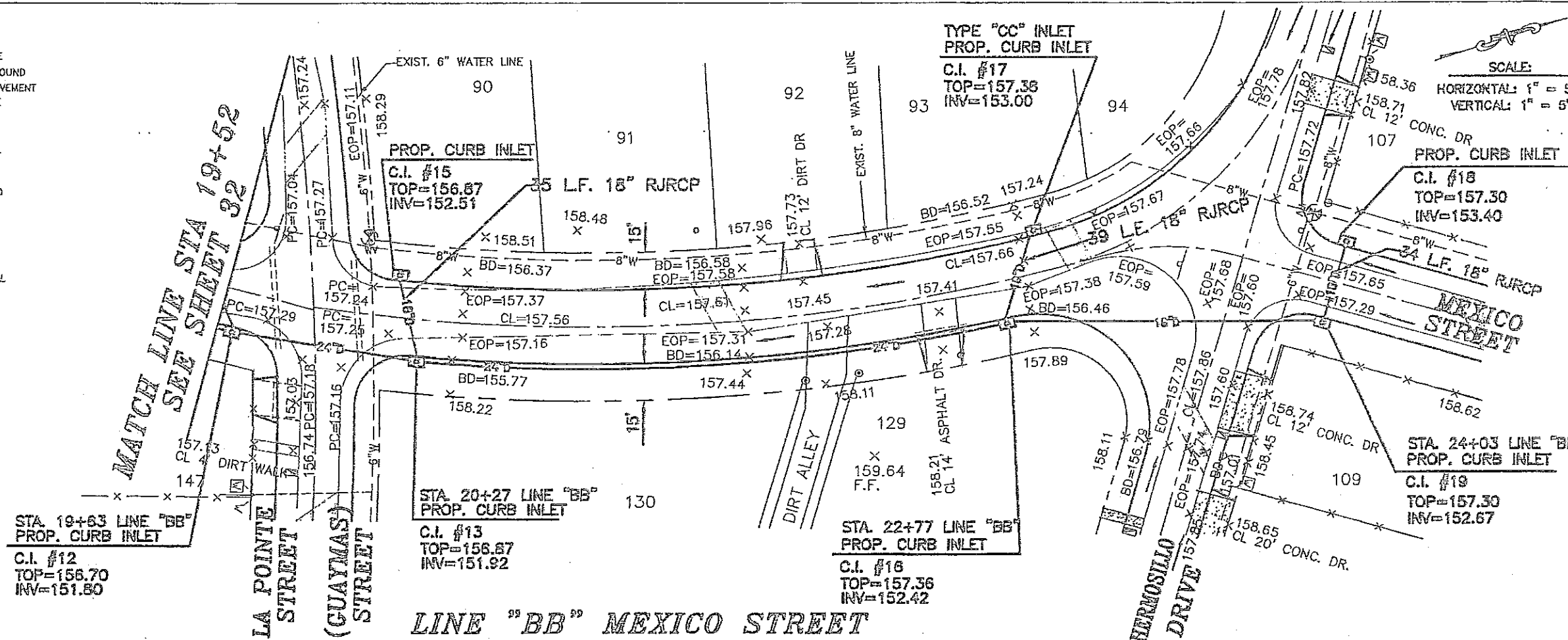
SEAL: STATE OF TEXAS
 JAVIER HINOJOSA
 REGISTERED PROFESSIONAL ENGINEER
 No. 74003
 Date: 11/7/14

JH
JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
 416 E. DOVE AVENUE
 McALLEN, TEXAS 78504
 PHONE (956) 668-1588
 TBPE FIRM No. F-1295

ENGINEER: JAVIER HINOJOSA
 DESIGNER:
 SURVEYOR:
 DRAWN BY: JAG
 JOB NO.: 081003
 BOOK NO.:
 SHEET NO.: 32

LEGEND

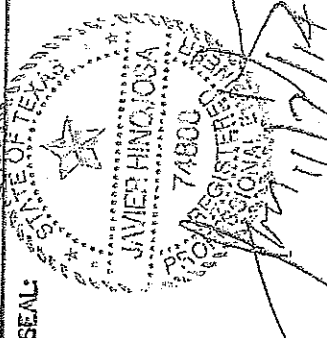
- ← EXIST. GUY WIRE
- ⊕ EXIST. POWER POLE
- ⊗ EXIST. NATURAL GROUND
- × EOP=155.20 EXIST. EDGE OF PAVEMENT
- × CL=155.26 EXIST. CENTER LINE
- * EXIST. PALM TREE
- 18" EXIST. 18" CULVERT
- ⊙ FOUND 1/2 IRON ROD
- ⊙ FOUND IRON PIPE
- ☐ MAILBOX
- ☐ BRICK MAILBOX
- ☐ TELEPHONE PEDESTAL
- ☐ WATERLINE METER
- ☐ WATERLINE VALVE
- ☐ WLM WATERLINE MARKER
- × EXIST. FENCE
- EXIST PAVEMENT
- PAVEMENT
- CONCRETE DRIVEWAY



OCTOBER, 2008
 SCALE: HORIZONTAL: 1" = 50'
 VERT: 1" = 5'

REVISIONS:

PALM LAKE ESTATES No. 1
 PAVING & DRAINAGE
 IMPROVEMENTS
 MEXICO STREET
 HIDALGO COUNTY TEXAS



MATCH LINE STA 19+52 SEE SHEET 32	MATCH LINE STA 19+52 SEE SHEET 32	C.I. STA. 19+63	C.I. STA. 20+27	C.I. STA. 22+77	C.I. STA. 24+03		
		160	EXIST CENTER LINE ELEVATION				160
		155	11 LF. 24" RJRCP @ 0.200%	14 LF. 24" RJRCP @ 0.200%	250 LF. 24" RJRCP @ 0.200%	26 LF. 18" RJRCP @ 0.200%	155
		150	EXIST. 4" W.L. TOP OF PIPE=152.05 INV.=151.72	EXIST. 4" W.L. TOP OF PIPE=154.50 INV.=154.00			150
		INV=151.80	INV=151.92	INV=152.42	INV=152.67		
		TRENCH SHORING & PROTECTION REQUIRED					
		20+00	21+00	22+00	23+00	24+00	

SEAL:

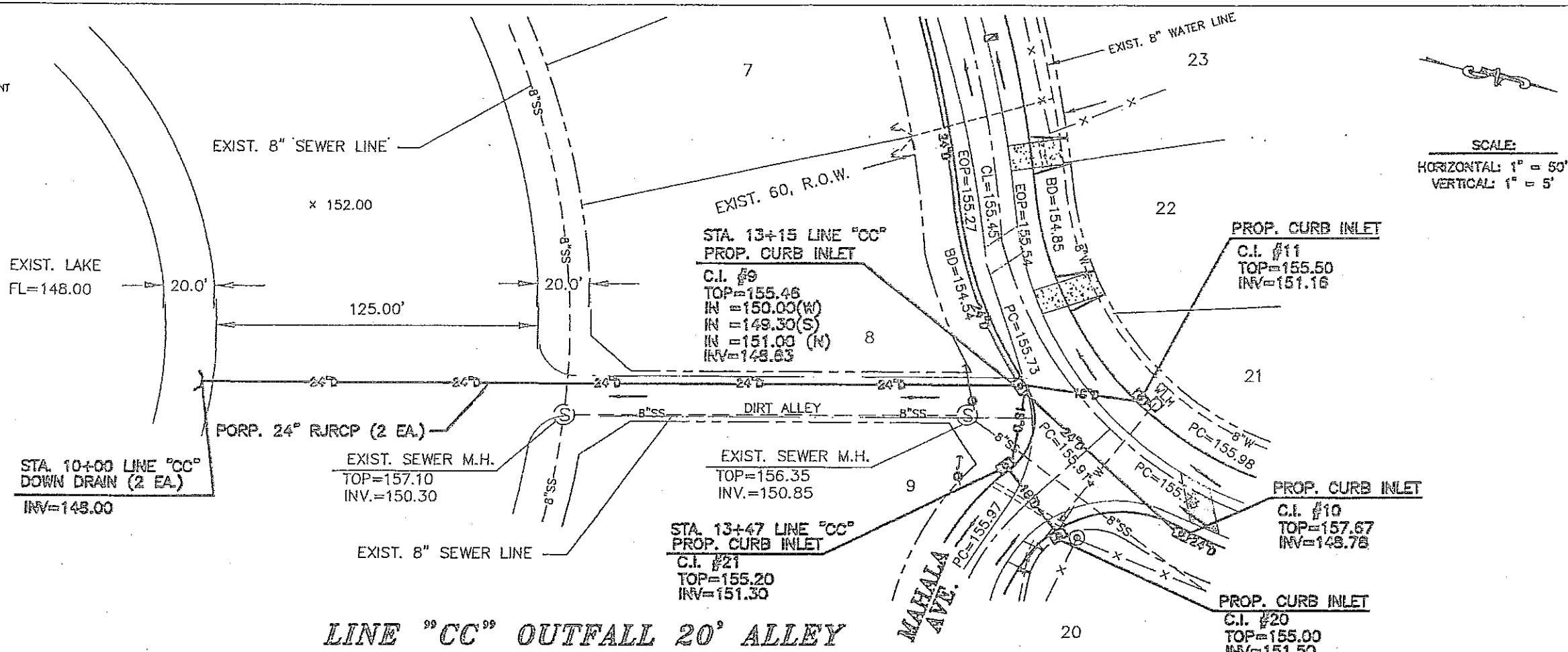
JH

JAVIER HINOJOSA ENGINEERING
 CONSULTING ENGINEERS
 416 E. DOVE AVENUE McALLEN, TEXAS 78504
 PHONE (956) 668-1588
 TBPE FIRM No. F-1295

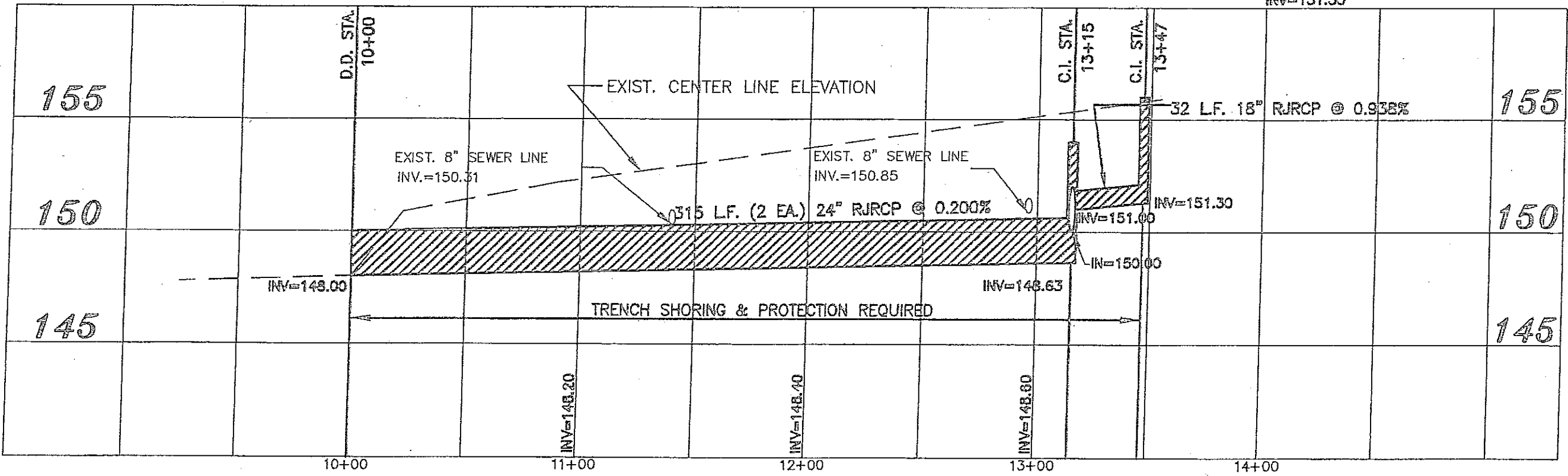
ENGINEER: JAVIER HINOJOSA
 DESIGNER:
 SURVEYOR:
 DRAWN BY: JAG
 JOB NO.: DB10D3
 BOOK NO.:
 SHEET NO.: 33

LEGEND

- EXIST. GUY WIRE
- EXIST. POWER POLE
- x BD=154.25 EXIST. NATURAL GROUND
- x EOP=155.20 EXIST. EDGE OF PAVEMENT
- x CL=155.26 EXIST. CENTER LINE
- * EXIST. PALM TREE
- 18" EXIST. 18" CULVERT
- FOUND 1/2" IRON ROD
- FOUND IRON PIPE
- MAILBOX
- BRICK MAILBOX
- TELEPHONE PEDESTAL
- WATERLINE METER
- WATERLINE VALVE
- WATERLINE MARKER
- EXIST. FENCE
- EXIST. PAVEMENT
- PAVEMENT
- CONCRETE DRIVEWAY



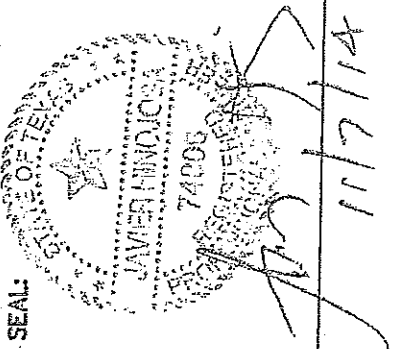
LINE "CC" OUTFALL 20' ALLEY



OCTOBER, 2008
 SCALE: HORIZ: 1" = 50'
 VERT: 1" = 5'

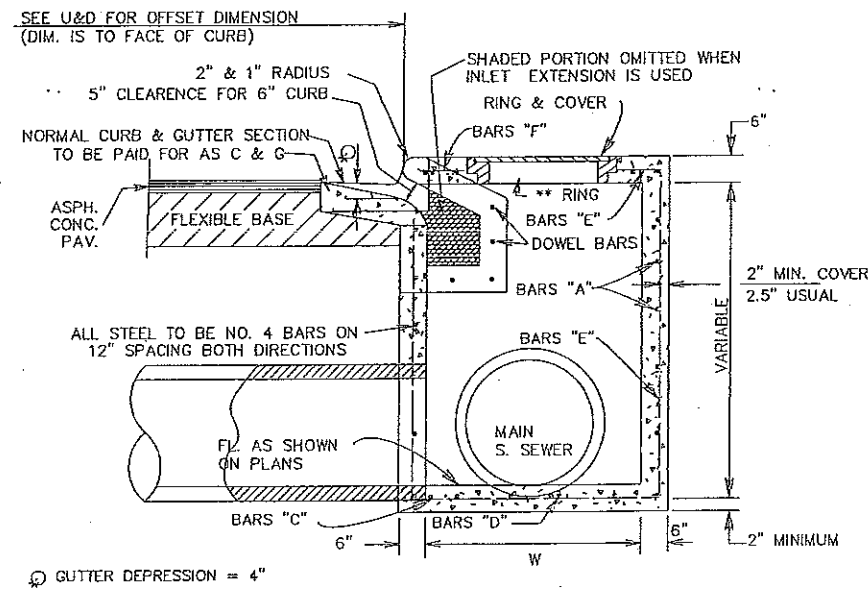
REVISIONS:

PALM LAKE ESTATES No. 1
 PAVING & DRAINAGE
 IMPROVEMENTS
 LINE "CC" OUTFALL
 HIDALGO COUNTY TEXAS



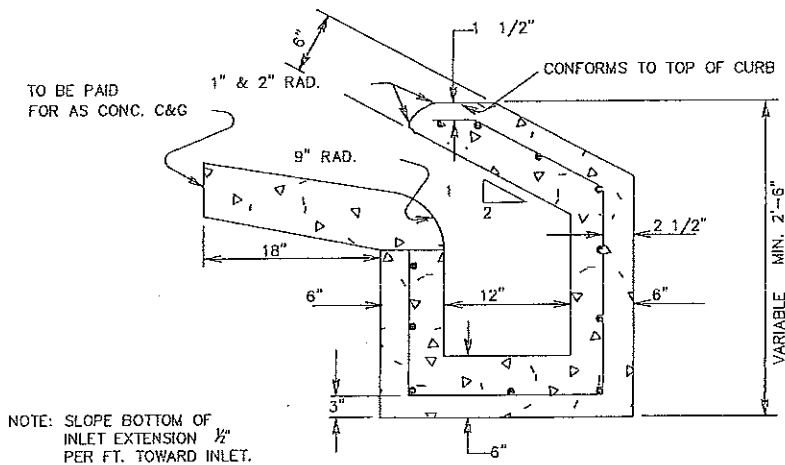
JH
JAVIER HINOJOSA ENGINEERING
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 416 E. DOVE AVENUE McALLEN, TEXAS 78504
 PHONE (956) 668-1588
 TBPE FIRM No. F-1295

ENGINEER: JAVIER HINOJOSA
 DESIGNER:
 SURVEYOR:
 DRAWN BY: JAG
 JOB NO.: 081003
 BOOK NO.:
 SHEET NO.: 34



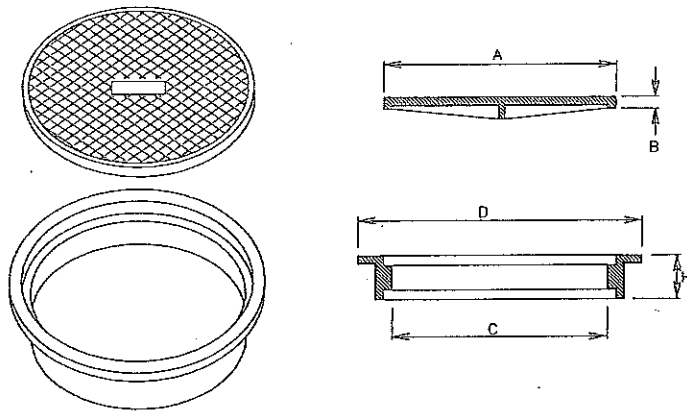
INLET TY "A"
To be used with Curb & Gutter
SECTION A-A

INLET TYPE	W	MAX PIPE SIZE ALLOW (DIA.)
A	3'-0"	24"
A-1	4'-0"	36"
A-2	5'-0"	48"
A-3	6'-0"	60"



SECTION B-B
INLET EXTENSION

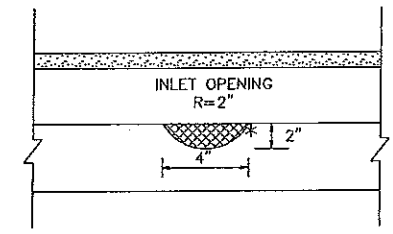
NOTE: SLOPE BOTTOM OF INLET EXTENSION 1/2" PER FT. TOWARD INLET. ALL STEEL TO BE NO. 4 BARS ON 12" SPACING NORMAL TO THE CROSS SECTION.



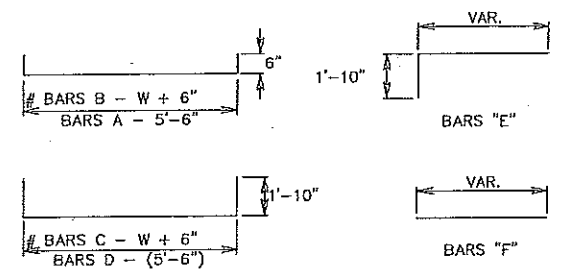
LID		RING			TOTAL WT.	
"A"	"B"	WEIGHT	"C"	"D"	"H"	WEIGHT
25 5/8"	1"	125 lbs. (min)	24	32	5	185 lbs.
						310 lbs.

RING & COVER

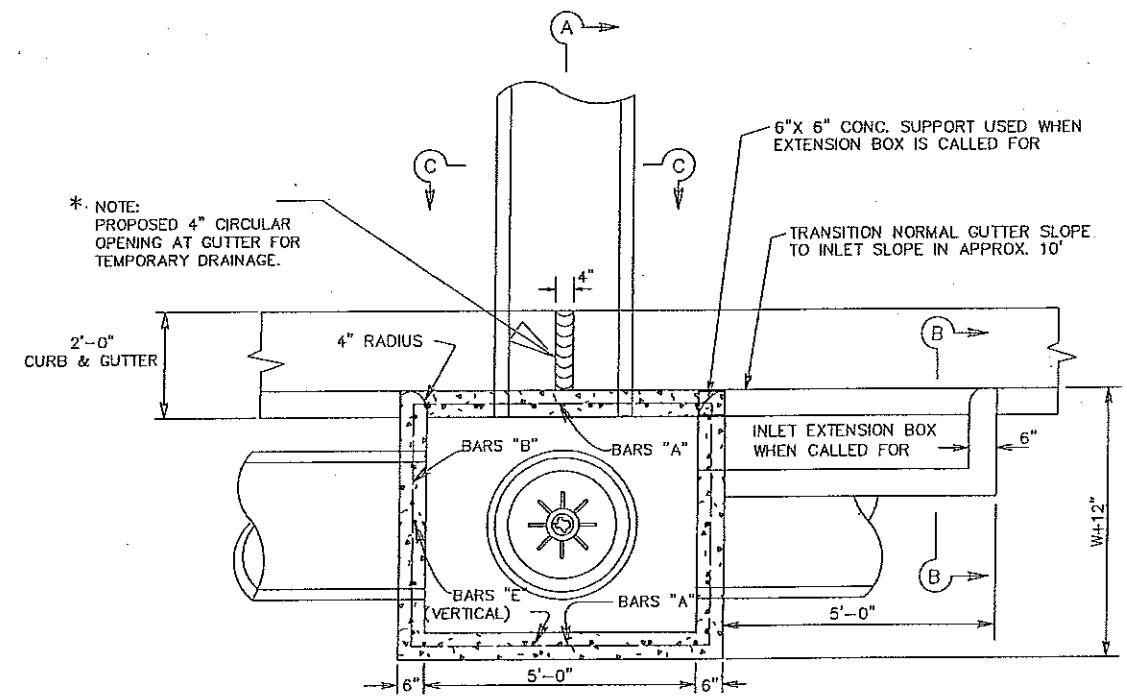
NOTE: RINGS AND COVERS OF SLIGHTLY DIFFERENT DIMENSIONS BUT APPROXIMATELY THE SAME WEIGHT MAY BE SUBSTITUTED IF APPROVED BY THE ENGINEER. RING AND COVER TO BE SUBSIDIARY.



CURB OPENING DETAIL
SECTION C-C
FRONT



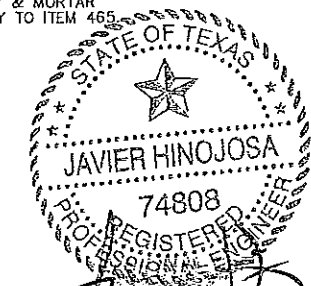
REINFORCING STEEL DETAILS



PLAN

* NOTE: PROPOSED 4" CIRCULAR OPENING AT GUTTER FOR TEMPORARY DRAINAGE.

* CURB OPENING TO BE LEFT IN PLACE UNTIL THE FINAL LIFT OF HOT MIX IS IN PLACE. CURB OPENING TO BE FILLED WITH EPOXY & MORTAR AS PER ITEM 421. EPOXY & MORTAR TO BE SUBSIDIARY TO ITEM 465.



Handwritten signature and date: 2/22/13

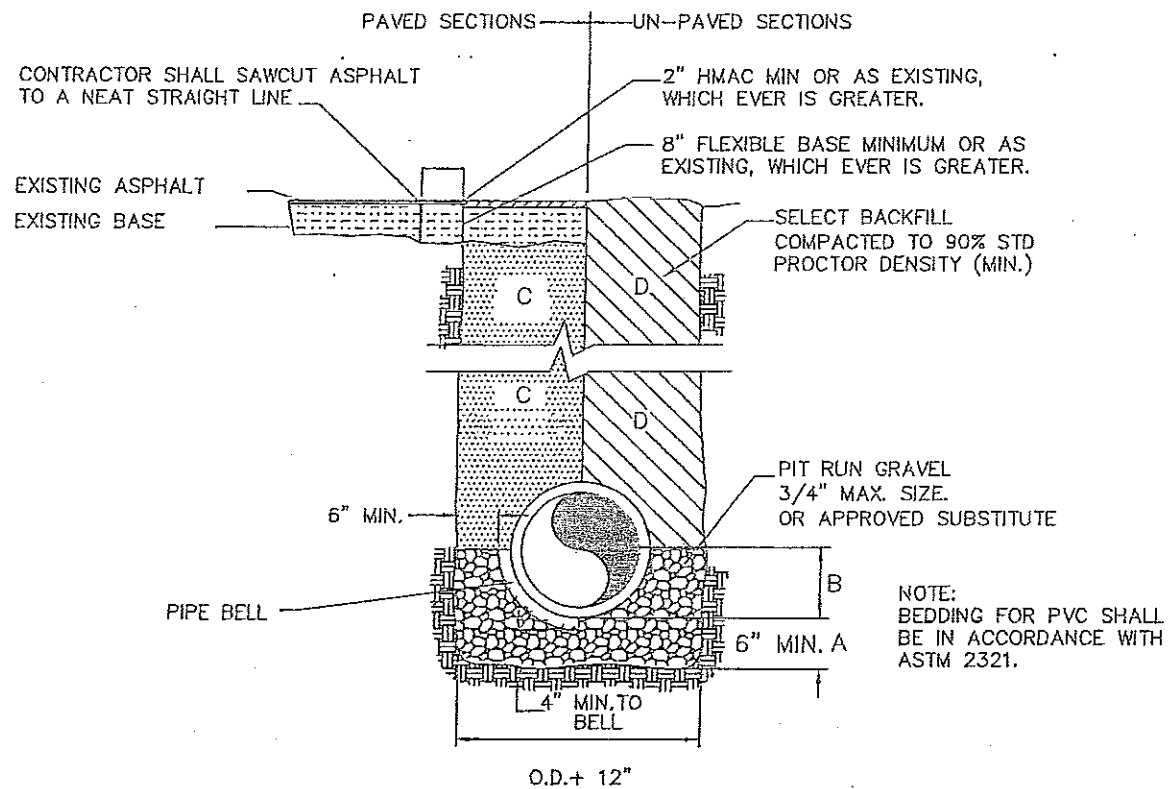
© TxDOT 2004 PHARR DISTRICT STANDARD

TEXAS DEPARTMENT OF TRANSPORTATION

INLET TY "A" DETAIL

REV. 03/04 INLETA.DGN

FED. RD. DIV. NO.	FILE NO.	PROJECT NO.	SHEET NO.			
6			35			
STATE	STATE DIST. NO.	COUNTY	CONT.	SECT.	JOB	HIGHWAY NO.
TEXAS	21					

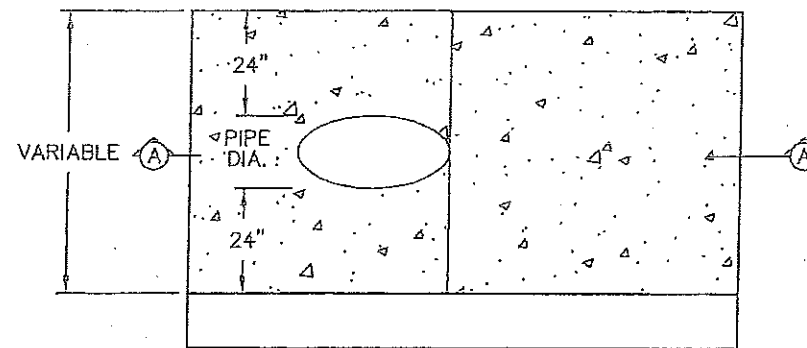


NOTE:
BEDDING FOR PVC SHALL
BE IN ACCORDANCE WITH
ASTM 2321.

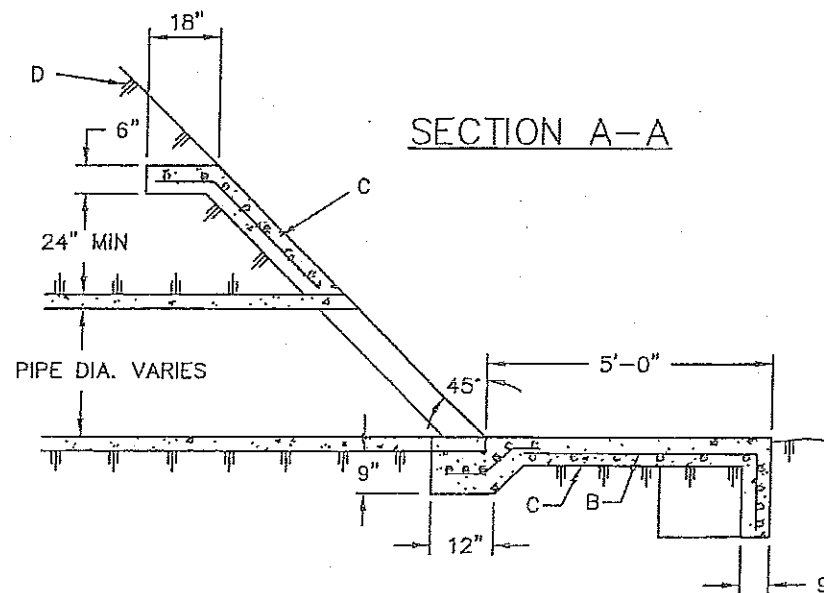
- A. GRAVEL BEDDING PLACED BEFORE PIPE IS LAID UP TO FLOW LINE OF PIPE (MIN. THICKNESS=6") - PIT RUN GRAVEL 3/4" MAX. SIZE.
- B. GRAVEL PLACED AFTER PIPE IS LAID, FROM BOTTOM OF PIPE TO 4" ABOVE THE TOP OF PIPE. PIT RUN GRAVEL 3/4" MAX. SIZE.
- C. TRENCH WIDTHS SHALL BE PIPE BELL O.D. + 12" OR IN ACCORDANCE WITH ASTM 2321 FOR PVC PIPE AND ASTM C12 (LATEST) FOR VITRIFIED CLAY PIPE.
- C-1. (CITY STREETS, PARKING AREA, DRIVEWAYS) SELECT EXCAVATED BACK FILL COMPACTED TO 95 % SPD, 8" LIFTS, MECHANICAL COMPACTION.
- C-2. (STATE MAINTAINED ROADWAYS) COMPACTED SAND/CEMENT STABILIZED BACK FILL WITH 7 % PORTLAND CEMENT COMPACTED AS PER ASTM D-4253 AND ASTM D-698
- D. SELECT EARTH BACK FILL COMPACTED TO 95 % STD. PROCTOR DENSITY (12" LIFTS, MECHANICAL COMPACTION) FOUNDATION PREPARATION (WELLPOINTS, GRAVEL OR CEMENT STABILIZATION, OR APPROVED SUBSTITUTE) SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE. BACK FILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, MOISTENED AS REQUIRED TO APPROXIMATE OPTIMUM MOISTURE CONTENT, AND COMPACTED TO 95% STD. PROCTOR DENSITY (USE RELATIVE DENSITY TEST PER ASTM D-4253 & ASTM D-698). THE THICKNESS OF EACH LOOSE LAYER SHALL NOT EXCEED 6". STRUCTURE BACK FILL MATERIAL SHALL BE SAND, APPROVED SITE SOIL, OR OTHER APPROVED SUBSTITUTE.

STORM SEWER BEDDING/BACKFILL DETAIL
SCALE: N.T.S.

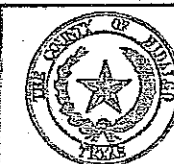
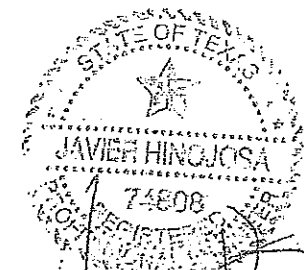
TOP VIEW



SECTION A-A



CONCRETE DOWN DRAIN DETAIL (POURED IN PLACE)



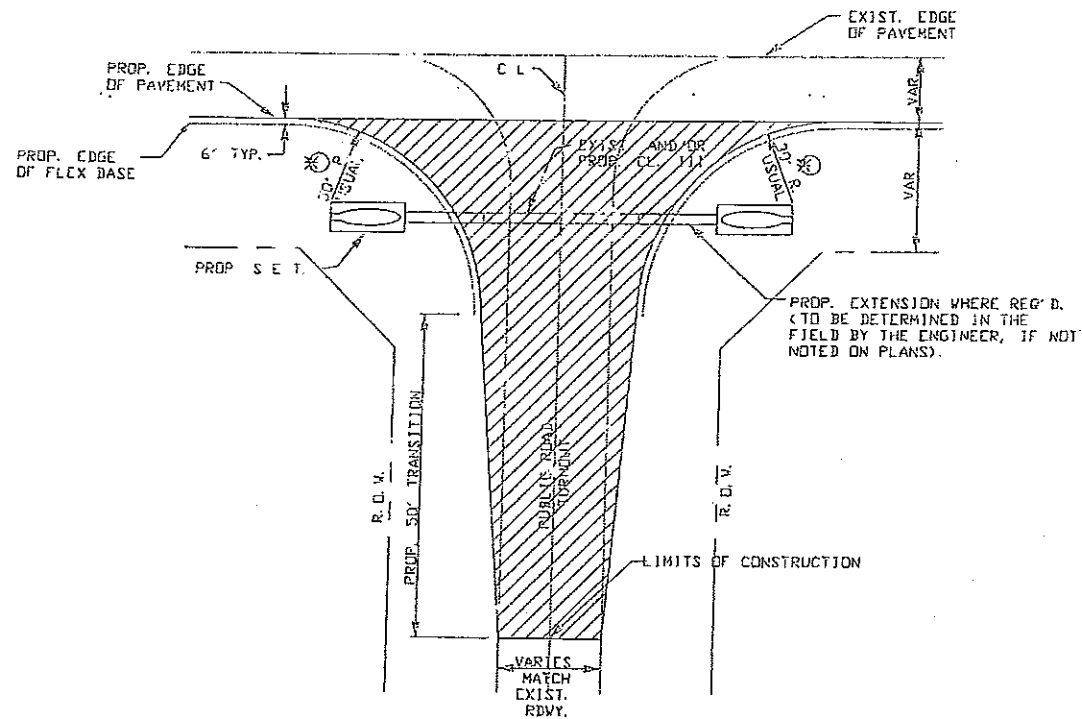
HIDALGO COUNTY

JEH
JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
416 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 668-1588
TBPE FIRM No. F-1285

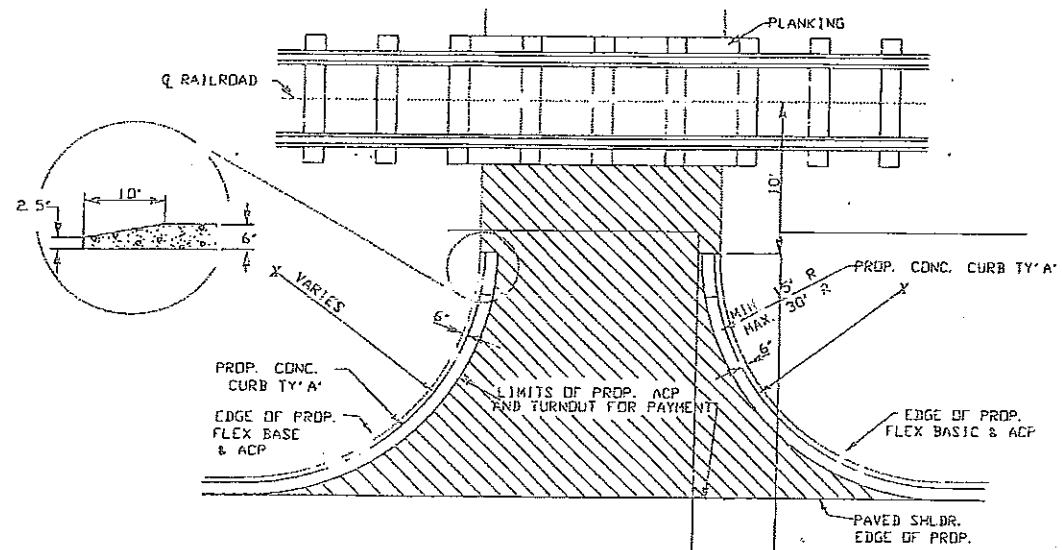
**COLONIA ACCESS PROGRAM
BEDDING AND DOWN DRAIN
DETAIL**

HIDALGO COUNTY TEXAS

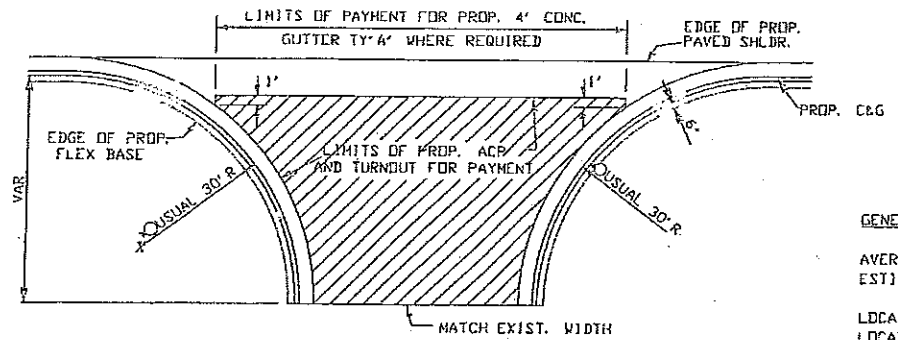
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CK DN:			TEXAS		
DN:					
CK DN:		STATE DIST. NO.	COUNTY	CONTR. NO.	SECT. NO.
TR:			HIDALGO		
CK TR:					36



TYPICAL DETAIL
(WHEN EXIST. ROADWAY WIDTH LESS THAN 24')



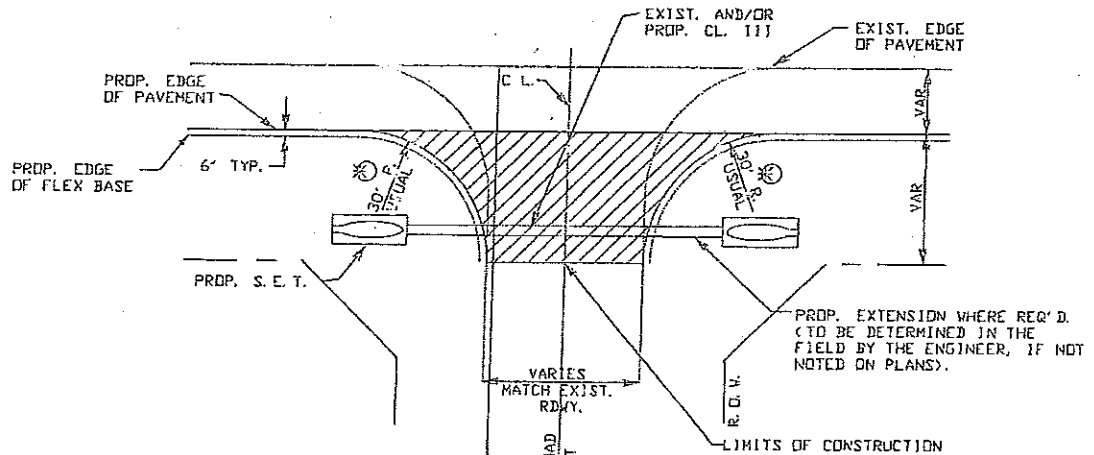
PLAN OF PUBLIC TURNOUT ADJACENT TO R. R. CROSSING



PLAN OF PUBLIC TURNOUT

GENERAL NOTES:

- AVERAGE DIMENSIONS SHOWN ON TABLE OF TURNOUTS ARE FOR ESTIMATING PURPOSES ONLY.
- LOCATIONS LISTED ON THE TABLE ARE APPROXIMATE, EXACT LOCATIONS, DIMENSIONS, AND TYPE TO BE ESTABLISHED DURING CONSTRUCTION BY THE ENGINEER AS REQUIRED.
- SEE DRIVEWAY & TURNOUT TABLE TURNING RADIUS MAY BE REDUCED AS APPROVED BY THE ENGINEER.



TYPICAL DETAIL
(WHEN EXIST. ROADWAY WIDTH EQUAL TO OR GREATER THAN 24')

TY P

EXIST. PAVED TURNOUTS TO BE SURFACED W/171H/SY ACP.

TY PRB1

EXIST. PAVED, CALICHE AND/OR GRAVEL TURNOUTS TO BE SCARIFIED AND RECONSTRUCTED WITH 4" NEW FLEX. BASE W/1/2 LIME TO MATCH THE PROPOSED WIDENED SECTION, THEN PRIMED AND SURFACED WITH 171H/SY ACP.

TY PBS1


EXIST. UNPAVED PUBLIC TURNOUTS TO BE CONSTRUCTED AS SHOWN WITH 12" LIME TREAT. SUBGRADE, 8" FLEX. BASE 1/2 LIME, THEN PRIMED AND SURFACED WITH 171H/SY ACP.

TY PBS2

EXIST. TURNOUT TO BE CONSTRUCTED SAME AS ROADWAY.



JMH
11/7/14



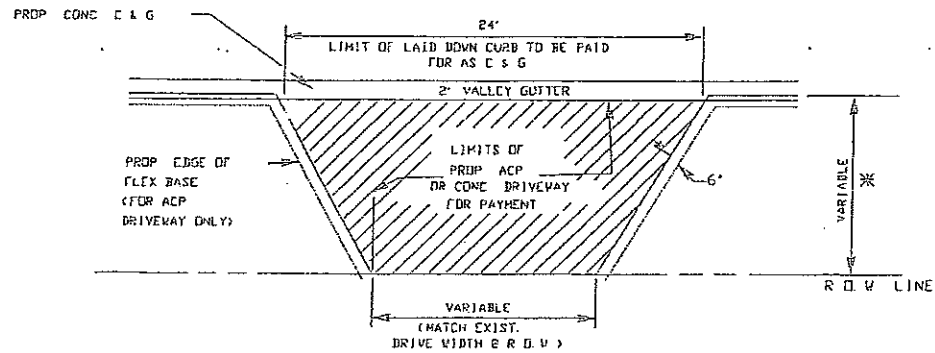
STANDARD PLANS
TEXAS DEPARTMENT OF TRANSPORTATION
Traffic Operations Division

TURNOUT DETAILS

HIDALGO COUNTY TEXAS

DN:		FED. RD. DIV. NO.	STATE	FEDERAL AID PROJECT NO.	HIGHWAY NO.
CK DN:			TEXAS		
DN:					
CK DN:		STATE DIST. NO.	COUNTY	CONTRD. NO.	SECT. NO.
TR:			HIDALGO		
CK TR:					37

PRIVATE AND COMMERCIAL DRIVES WITH CURB & GUTTER

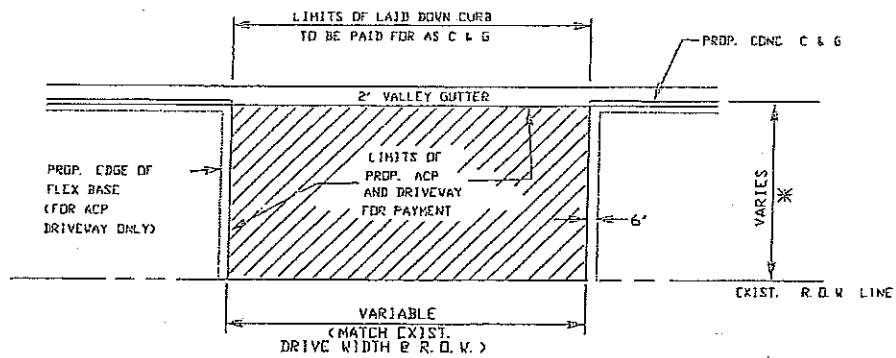


PLAN OF PRIVATE AND COMMERCIAL DRIVES

(W/DRIVEWAY WIDTH LESS THAN 24')

SEE NOTE BELOW

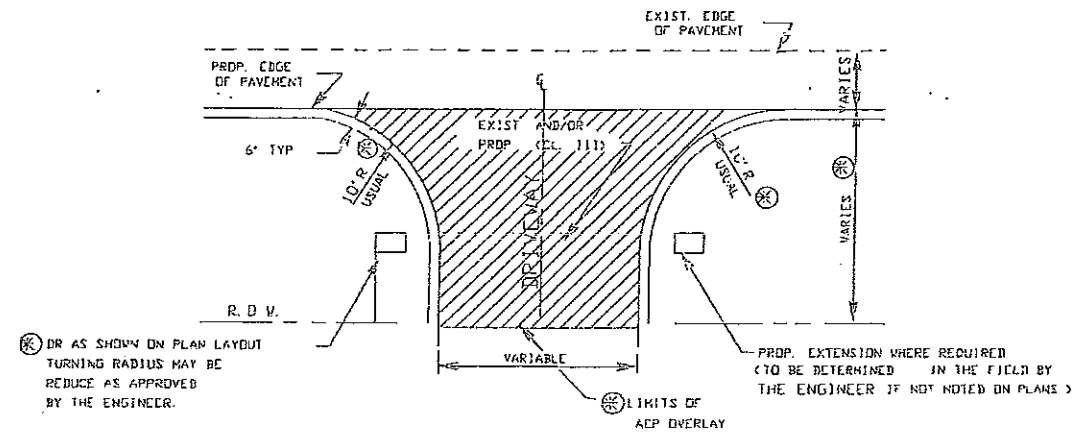
SEE P&P SHEETS



PLAN OF PRIVATE AND COMMERCIAL DRIVES

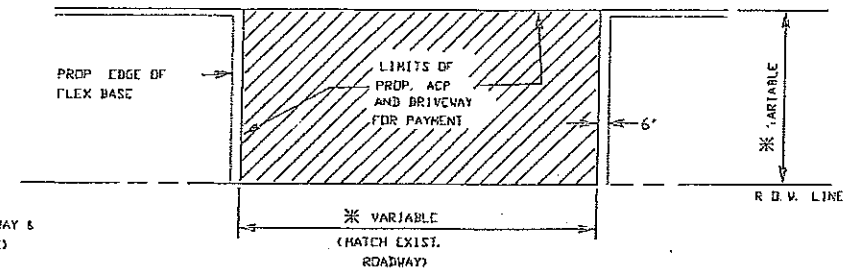
(W/DRIVEWAY WIDTH EQUAL TO OR GREATER THAN 24' & R.O.V. LINE)

PRIVATE AND COMMERCIAL DRIVES WITHOUT CURB & GUTTER



PLAN OF PRIVATE AND COMMERCIAL DRIVES

(W/DRIVEWAY WIDTH LESS THAN 24')

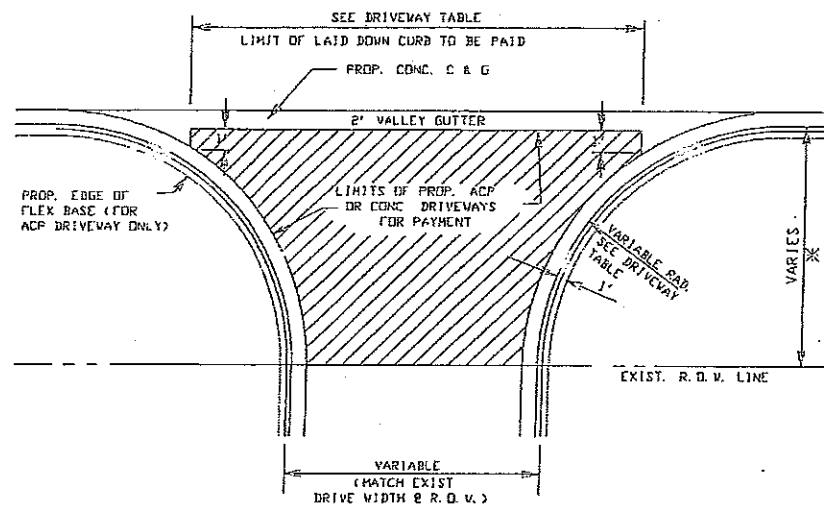


PLAN OF PRIVATE AND COMMERCIAL DRIVES

(W/DRIVEWAY WIDTH EQUAL TO OR GREATER THAN 24' & R.O.V. LINE)

FOR DETAILS SEE DRIVEWAY & TURNOUT DETAILS (TABLE)

PRIVATE AND COMMERCIAL DRIVES WITH CURB & GUTTER

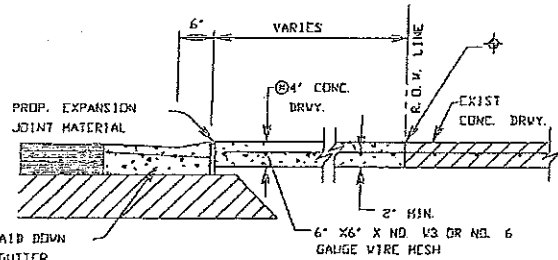


PLAN OF PRIVATE AND COMMERCIAL DRIVES

SEE P&P SHEETS FOR LOCATIONS OF DRIVES

DRIVEWAY TYPES

- TY PB-1
EXIST. PAVED CALICHE AND /OR GRAVEL DRIVEWAYS TO BE SCARIFIED AND RECONSTRUCTED WITH 3" NEW AND/OR SALVAGE FLEX. BASE TO MATCH THE PROPOSED VIDENED SECTION. THEN PRIMED AND SURFACED WITH 114#/SY ACP (TY 'D')
- TY PB-2
EXIST. UNPAVED PRIVATE OR COMMERCIAL DRIVEWAYS TO BE CONSTRUCTED AS SHOWN WITH 4" NEW AND/OR SALVAGE FLEX. BASE, PRIMED AND SURFACED WITH 114#/SY ACP
- TY P1
EXIST. PAVED DRIVEWAYS TO BE PAVED WITH 114#/SY ACP TY 'D'.



TYPICAL CONCRETE DRIVEWAY SECTION

CONC. SHALL BE SAW CUT TO THE LIMITS OF REMOVAL WHERE APPLICABLE

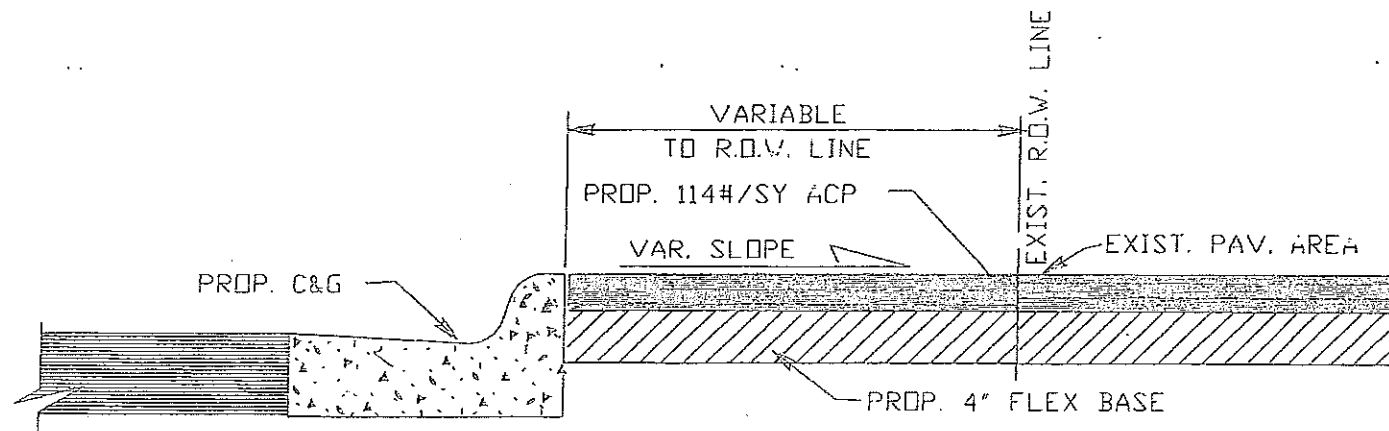
6" FOR COMMERCIAL DRIVES



TEXAS DEPARTMENT OF TRANSPORTATION

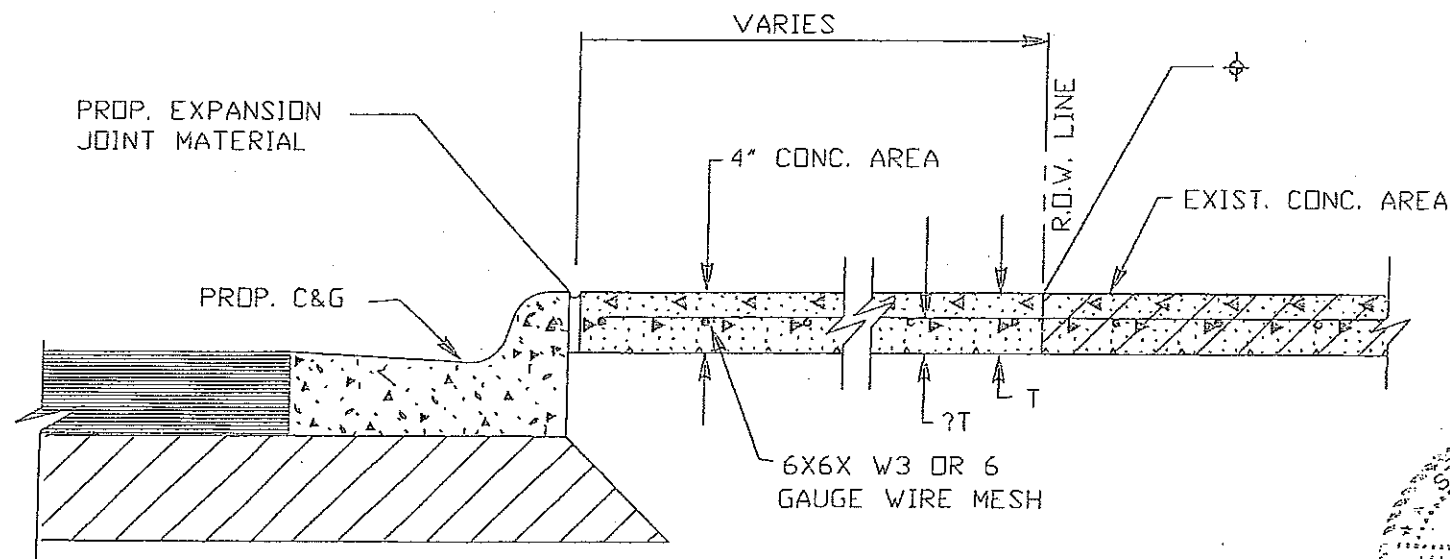
DRIVEWAY DETAILS

DN:	FED. RD. DIV. NO.	STATE:	FEDERAL AID PROJECT NO.	HIGHWAY NO.
DN:	TEXAS			
CK DN:	STATE DIST. NO.	COUNTY:	CONTROL NO.	SECT. NO.
TR:	HIDALGO			
CK TR:				38

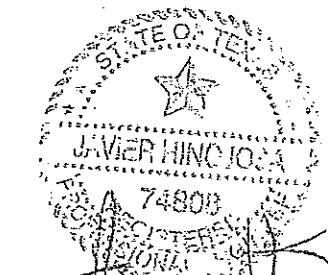


RECONNECTING EXIST.
PAVED AREAS

◆ NOTE: CONC. SHALL BE SAW CUT
TO THE LIMITS OF REMOVAL
WHERE APPLICABLE.



RECONNECTING EXIST.
CONCRETE AREAS



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PHARR DISTRICT STANDARD



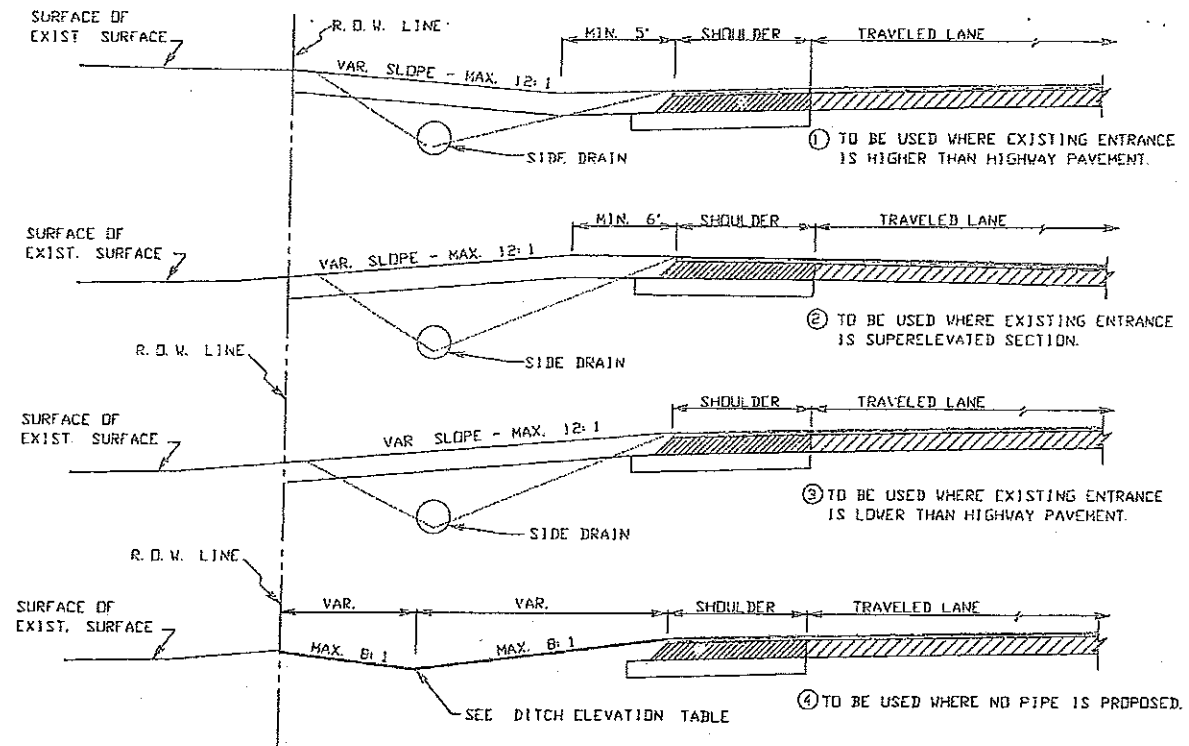
TEXAS DEPARTMENT OF TRANSPORTATION

PAVEMENT RECONNECT
AREAS DETAILS

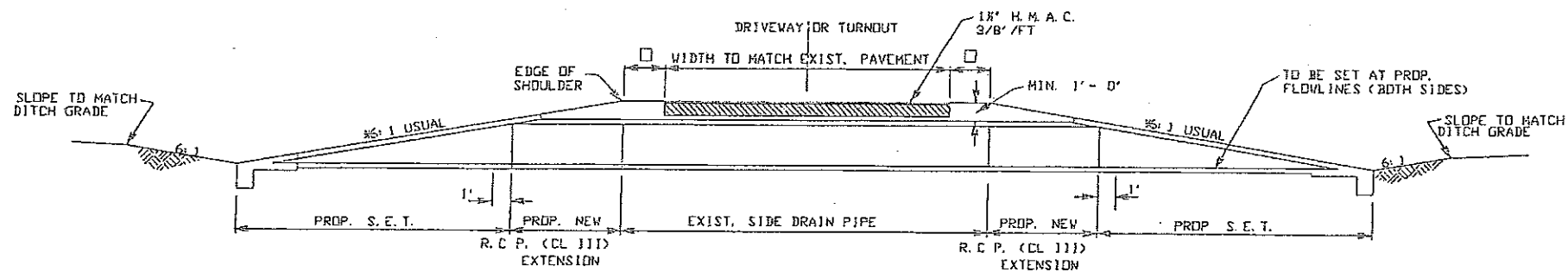
REV. 4/02

PAVEMENT.DGN

FED. DIV. NO.	FEDERAL AID PROJECT NO.	FILE NO.	SHEET NO.
6			39
STATE	STATE DISTRICT	COUNTY	CONT. SECT. JOB HIGHWAY NO.
TEXAS	21		



TYPICAL ENTRANCE PROFILE FOR DRIVEWAYS W/DUT C&G



- - 1' MIN. ON DRIVEWAYS
2' MIN. ON TURNOUTS
- * - 6:1 SLOPE USUAL
UNLESS OTHERWISE NOTED ON PLANS

NOTES:

ALL ENTRANCES CONSTRUCTED ON THIS PROJECT ARE SUBJECT TO CONCURRENCE WITH EXISTING GOVERNING REGULATIONS AS SET OUT BY THE STATE HIGHWAY COMMISSION.

BASE AND SURFACING MAY BE EXTENDED BEYOND R.O.W. LINE AS REQUIRED TO MEET EXISTING GRADE IN A SATISFACTORY MANNER.

ALL FLEXIBLE BASE USED FOR PRIVATE DRIVES & COMMERCIAL DRIVES WILL NOT REQUIRE LIME TREATMENT

EXACT LOCATIONS, DIMENSIONS, AND TYPE TO BE ESTABLISHED DURING CONSTRUCTION BY THE ENGINEER.

PROP. WIDTH OF DRIVEWAYS AND TURNOUTS TO MATCH EXISTING WIDTH AT R.O.W. LINE.

114 #/SY ACP (COMPACTED) IS EQUAL TO 1 IN. DEPTH
171 #/SY ACP (COMPACTED) IS EQUAL TO 1 1/2 IN. DEPTH.

SIDE DRAINS TO BE INSTALLED WHERE ROADWAY DITCH DRAINAGE IS NECESSARY AS INDICATED ON PLANS AND/OR AS DIRECTED BY THE ENGINEER.

AVERAGE DIMENSIONS SHOWN ON TABLE OF DRIVEWAYS AND TURNOUTS ARE FOR ESTIMATING PURPOSES ONLY.



TEXAS DEPARTMENT OF TRANSPORTATION

DRIVEWAYS & TURNOUTS

PROFILE DETAILS

DN:		FED. RD. DIV. NO.:	STATE:	FEDERAL AID PROJECT NO.:	HIGHWAY NO.:
CK DN:		BY:	TEXAS		
CK DR:		STATE DIST. NO.:	COUNTY:	CONTR. NO.:	SECT. NO.:
TR:				JOB NO.:	SHEET NO.:
CK TR:			HIDALGO		40

SITE DESCRIPTION

PROJECT LIMITS: PALM LAKES ESTATES
 CSJ: M1080536 HERMOSILLO DRIVE CSJ: M1080536 CUAYMAS STREET
 CSJ: M1080536 ALVARO STREET CSJ: M1080536 MAHALA AVENUE
 CSJ: M1080536 HONOLULO AVENUE CSJ: M1080536 IGUANO COURT
 CSJ: M1080536 MEXICO STREET CSJ: M1080536 MEXICO STREET(N)

PROJECT DESCRIPTION: Construction of a non-freeway facility consisting of grading, lime treated sub grade, flex-base, asphaltic concrete pavement road side ditches, signing, striping and storm water pollution control devices.

MAJOR SOIL DISTURBING ACTIVITIES: preparing the right-of-way roadway embankment roadway excavation grading clearing and grubbing erosion & sediment controls storm drain, culvert & irrigation structure installations

TOTAL PROJECT AREA: 58.04 acres

TOTAL AREA TO BE DISTURBED: 8.84 acres

WEIGHTED RUNOFF COEFFICIENT (AFTER CONSTRUCTION): 80%

EXISTING CONDITION OF SOIL & VEGETATIVE COVER AND % OF EXISTING VEGETATIVE COVER: Existing soil consist of two different soil types. These soils consist of Hidalgo fine sandy loam and Hidalgo sandy clay loam. However portion within the right-of-way is covered with the existing paved roadway. The remaining is covered with various grasses which are in fair condition.

NAME OF RECEIVING WATERS: Drainage from the onsite will be drained to the existing lake roadside ditches. Drainage to be maintained as per existing conditions.

EROSION AND SEDIMENT CONTROLS

SOIL STABILIZATION PRACTICES:

- TEMPORARY SEEDING
- PERMANENT PLANTING, SODDING, OR SEEDING
- MULCHING
- SOIL RETENTION BLANKET
- BUFFER ZONES
- PRESERVATION OF NATURAL RESOURCES

OTHER: Disturbed areas on which construction activity has ceased (temporarily or permanently) shall be stabilized within 14 days unless activities are scheduled to resume within 21 days.

STRUCTURAL PRACTICES:

- SILT FENCES
- HAY BALES
- ROCK BERMS
- DIVERSION, INTERCEPTOR, OR PERIMETER DIKES
- DIVERSION, INTERCEPTOR, OR PERIMETER SWALES
- DIVERSION DIKE AND SWALE COMBINATIONS
- PIPE SLOPE DRAINS
- PAVED FLUMES
- ROCK BEDDING AT CONSTRUCTION EXIT
- TIMBER MATTING AT CONSTRUCTION EXIT
- CHANNEL LINERS
- SEDIMENT TRAPS
- SEDIMENT BASINS
- STORM INLET SEDIMENT TRAP
- STONE OUTLET STRUCTURES
- CURBS AND GUTTERS
- STORM SEWERS
- VELOCITY CONTROL DEVICES

OTHER: _____

NARRATIVE - SEQUENCE OF CONSTRUCTION (STORM WATER MANAGEMENT) ACTIVITIES:

- The order of activities will be as follows:
1. Install controls for ingress and egress into the project site.
 2. Install sediment control fences at locations as shown on the plans or as directed by the engineer.
 3. Seed entire remaining disturbed area between proposed roadway pavements and the project's right of way limits.
 4. When all construction activity is complete and the site is stabilized and approved by the Project Engineer, remove all temporary erosion controls and stabilize any areas disturbed by their removal.

STORM WATER MANAGEMENT: Storm water drainage will be provided by underground drainage systems. This system will carry drainage within and outside the R.O.W. to laws in the roadway where drainage occurs and ultimately will drain as per existing conditions.

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for known violations."

OTHER EROSION AND SEDIMENT CONTROLS:

MAINTENANCE: All erosion and sediment controls will be maintained in good working order. If a repair is necessary, it will be done at the earliest date possible, but no later than 7 calendar days after the surrounding exposed ground has dried sufficiently to prevent further damage from heavy equipment. The areas adjacent to creeks and drainage ways shall have priority followed by devices protecting storm drain inlets.

INSPECTION: An inspection will be performed by an authorized inspector every week as well as after every half inch or more of rain (as recorded on a non-freezing rain gauge to be located at the Project Site). An inspection and Maintenance Report will be made per each inspection. Based on the inspection results, the controls shall be revised per the inspection report.

WASTE MATERIALS: All waste materials will be collected and stored in a securely lidded dumpster meeting all state and local city solid waste management regulations, or as required by local regulations. All trash and construction debris from the site will be deposited as necessary at a local dump. No construction waste material will be buried on site.

HAZARDOUS WASTE (INCLUDING SPILL REPORTING): At a minimum, any products in the following categories to be hazardous: Paints, Acids for cleaning masonry surfaces, Cleaning Solvents, Asphalt products, Chemical additives for soil stabilization or Concrete curing compounds and additives. In the event of a spill which may be hazardous, the spill coordinator should be contacted immediately. Emptying of excess concrete should not be allowed onsite. Likewise, washout of concrete trucks should not be performed onsite. These discharges are considered non-allowable non-storm water discharges. Concrete trucks should never be allowed to dump into storm drains or sanitary sewers.

SANITARY WASTE: All sanitary waste will be collected from the portable units as necessary or as required by local regulation by a licensed sanitary waste management contractor.

OFFSITE VEHICLE TRACKING:

- HAUL ROADS DAMPENED FOR DUST CONTROL
- LOADED HAUL TRUCKS TO BE COVERED WITH TARPULIN
- EXCESS DIRT ON ROAD REMOVED DAILY
- STABILIZED CONSTRUCTION ENTRANCE

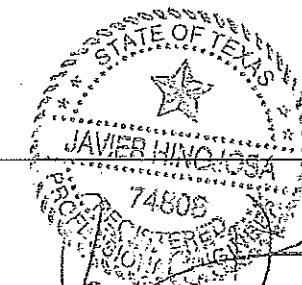
OTHER: _____

REMARKS: Disposal areas, stockpiles, and haul roads shall be constructed in a manner that will minimize and control the amount of sediment that may enter receiving waters. Disposal areas shall not be located in any wetland, waterbody or streambed. Construction staging areas and vehicle maintenance areas shall be constructed by the contractor in a manner to minimize the runoff of pollutants. All waterways shall be cleared as soon as practicable of temporary embankment, temporary bridges, matting, falsework, piling, debris, or other obstructions placed during construction operations that are not a part of the finished work.

BORDER ACCESS COLONIA PROJECT
 VARIOUS SUBDIVISIONS
 TxDOT STORM WATER POLLUTION
 PREVENTION PLAN (SW3P)

HIDALGO COUNTY,

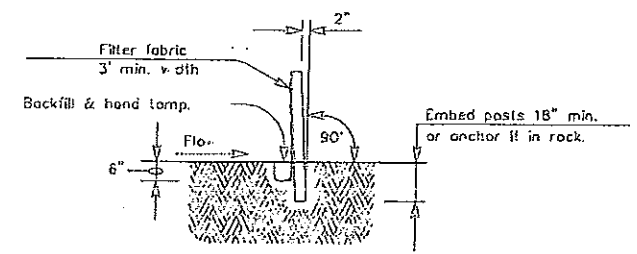
TEXAS



© 1999 TxDOT			
FEDERAL ROAD DISTRICT	REGIONAL AND PROJECT NO.		SHEET NO.
6			41
STATE	STATE REGION	COUNTY	
TEXAS	PHR	HIDALGO	
CONTRACT NO.	SECTION	JOB NO.	NOFFSET NO.
			COLONIAS

DISCLAIMER: The use of this standard is governed by the Texas Engineering Practice Act. No warranty of any kind is made by TxDOT or its employees, whatsoever, other than that of correct results or damages resulting from its use.

FILE: \\CI-11-02\00-204 Traction Rd\SW3P\SW3P.DWG



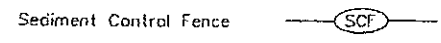
SECTION A-A

SEDIMENT CONTROL FENCE USAGE GUIDELINES

A sediment control fence may be constructed near the downstream perimeter of a disturbed area along a contour to intercept sediment from overland runoff. A 2 year storm frequency may be used to calculate the flow rate to be filtered.

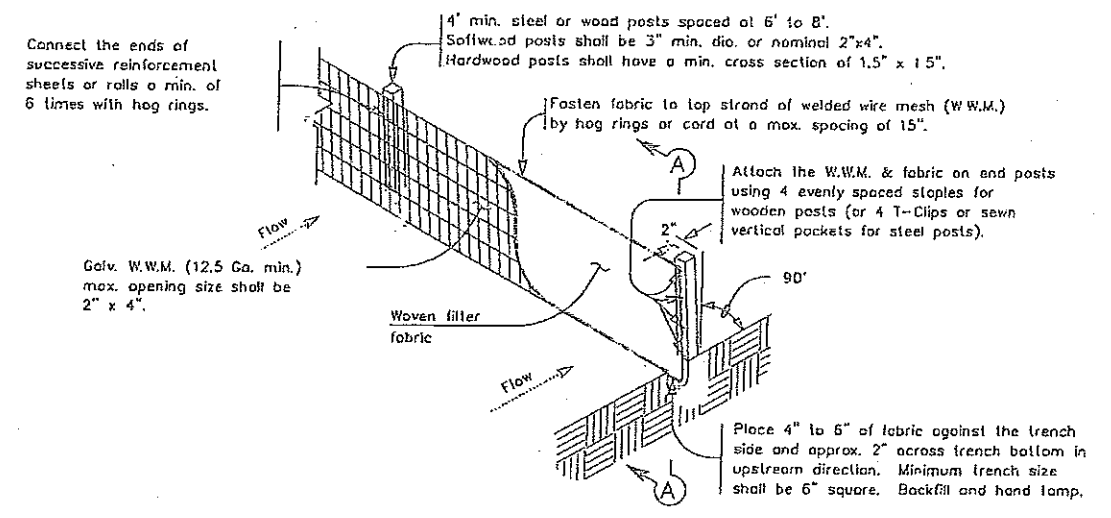
Sediment control fence should be sized to filter a maximum flow through rate of 100 GPM/FT. Sediment control fence is not recommended to control erosion from a drainage area larger than 2 acres.

PLAN SHEET LEGEND

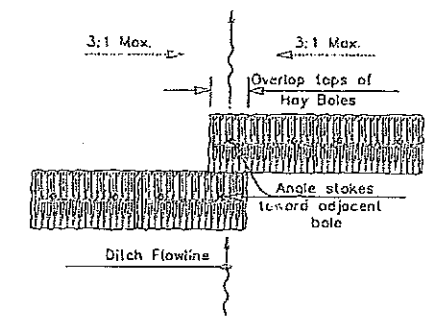
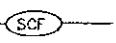


GENERAL NOTES

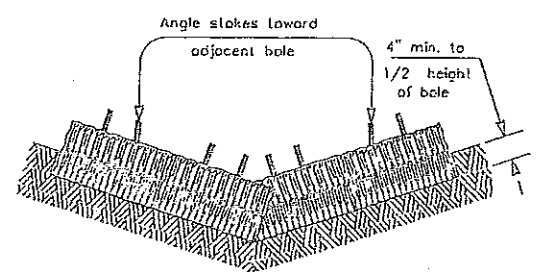
- The guidelines shown hereon are suggestions only and may be modified by the Engineer.



TEMPORARY SEDIMENT CONTROL FENCE



PLAN VIEW



PROFILE VIEW

PLANS SHEET LEGEND



BALED HAY USAGE GUIDELINES

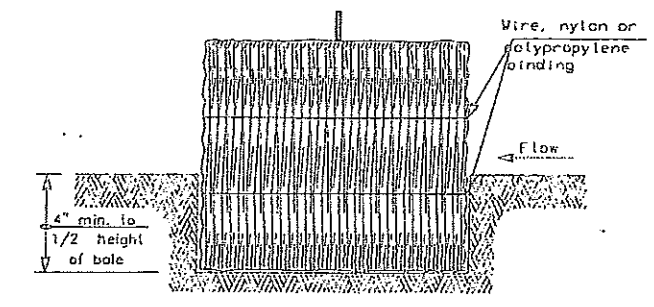
A Baled Hay installation may be constructed near the downstream perimeter of a disturbed area along a contour to intercept sediment from overland runoff. A two year storm frequency may be used to calculate the flow rate to be filtered. The installation should be sized to filter a maximum flow thru rate of 5 GPM/FT² of cross sectional area. Baled hay may be used at the following locations:

- Where the runoff approaching the baled hay flows over disturbed soil for less than 100'. If the slope of the disturbed soil exceeds 10%, the length of slope upstream the baled hay should be less than 50'.
- Where the installation will be required for less than 3 months.
- Where the contributing drainage area is less than 1/2 acre.

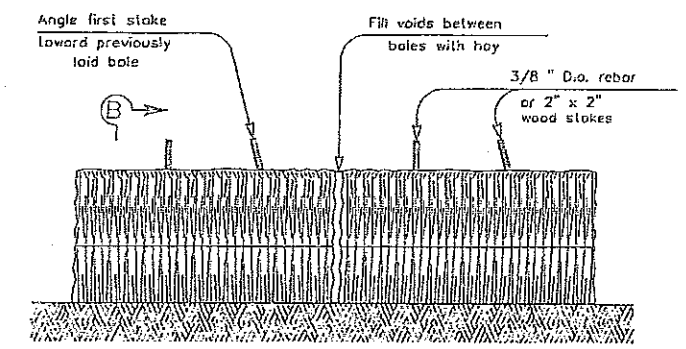
For Baled Hay installations in small ditches, the additional following considerations apply:

- The ditch sideslopes should be graded as flat as possible to maximize the drainage flowrate thru the hay.
- The ditch should be graded large enough to contain the overlapping drainage when sediment has filled to the top of the baled hay.

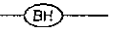
Bales should be replaced usually every 2 months or more often during wet weather when loss of structural integrity is accelerated.



SECTION B-B



BALED HAY FOR EROSION CONTROL



GENERAL NOTES

- Hay bales shall be a minimum of 30" in length and weigh a minimum of 50 Lbs.
- Hay bales shall be bound by either wire or nylon or polypropylene string. The bales shall be composed entirely of vegetative matter.
- Hay bales shall be embedded in the soil a minimum of 4" and 3. Hay bales shall be embedded in the soil a minimum of 4" and where possible 1/2 the height of the bale.
- Hay bales shall be placed in a row with ends tightly abutting the adjacent bales. The bales shall be placed with bindings parallel to the ground.
- Hay bales shall be securely anchored in place with 3/8" Dia. rebar or 2" x 2" wood stakes, driven through the bales. The first stake shall be angled towards the previously laid bale to force the bales together.
- The guidelines shown hereon are suggestions only and may be modified by the Engineer.

Handwritten signature and date: 11/7/14

STANDARD PLANS
TEXAS DEPARTMENT OF TRANSPORTATION
Traffic Operations Division
EROSION AND SEDIMENT CONTROL DETAILS

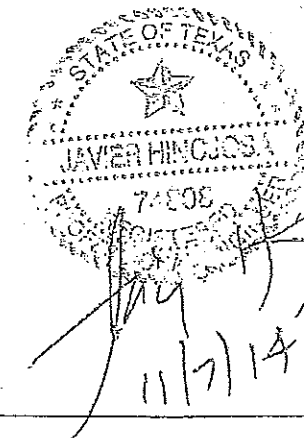
DN:		FED. RD. DIV. NO.	STATE	FEDERAL AID PROJECT NO.	HIGHWAY NO.
CK DN:			TEXAS		
DV:					
CK DV:		STATE DIST. NO.	COUNTY	CONTR. NO.	SECT. NO.
TR:				JOB NO.	SHEET NO.
CK TR:			HIDALGO		42


CURB CURVE DATA					
CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD
"1"	90°00'00"	20.00'	20.00'	31.42'	28.28'
"2"	45°53'11"	35.00'	14.82'	28.03'	27.29'
"3"	49°50'32"	65.00'	30.20'	56.54'	54.78'
"4"	49°43'22"	85.00'	39.39'	73.77'	71.47'
"5"	51°18'58"	115.00'	55.24'	103.00'	99.59'
"6"	60°03'05"	133.00'	76.87'	139.40'	133.10'
"7"	90°00'00"	20.00'	20.00'	31.42'	28.28'
"8"	118°37'54"	45.00'	75.84'	93.17'	77.40'
"9"	54°18'53"	20.00'	10.26'	18.96'	18.26'
"10"	288°37'46"	40.00'	28.73'	201.50'	46.67'
"11"	66°11'09"	38.00'	24.77'	43.90'	41.50'
"12"	142°48'59"	30.00'	89.19'	74.78'	56.87'
"13"	44°07'01"	80.45'	32.60'	61.95'	60.43'
"14"	131°57'21"	25.00'	56.09'	57.58'	45.67'
"15"	24°35'23"	1080.01'	235.38'	463.51'	459.96'
"16"	22°25'34"	1110.01'	220.05'	434.47'	431.70'
"17"	79°13'09"	20.00'	16.55'	27.65'	25.50'
"18"	96°21'46"	20.00'	22.35'	33.64'	29.81'
"19"	108°55'50"	20.00'	28.00'	38.02'	32.55'
"20"	73°58'32"	20.00'	15.06'	25.82'	24.07'
"21"	17°49'08"	1110.01'	174.01'	345.21'	343.82'
"22"	18°43'19"	1080.01'	178.04'	352.91'	351.34'
"23"	54°51'01"	25.00'	12.97'	23.93'	23.03'
"24"	48°50'51"	25.00'	11.35'	21.31'	20.67'
"25"	283°55'03"	40.00'	31.30'	198.21'	49.30'
"26"	177°19'15"	40.00'	1710.54'	123.79'	79.98'
"27"	52°01'12"	25.00'	12.20'	22.70'	21.93'
"28"	50°14'26"	25.00'	11.72'	21.92'	21.23'
"29"	74°12'06"	35.00'	26.47'	45.33'	42.23'
"30"	34°44'09"	810.01'	253.99'	492.25'	484.71'
"31"	79°19'02"	780.01'	646.63'	1079.80'	995.62'
"32"	27°11'22"	810.01'	195.88'	384.39'	380.79'
"33"	78°25'50"	20.00'	16.32'	27.38'	25.29'
"34"	99°27'41"	20.00'	23.61'	34.72'	30.52'
"35"	85°55'04"	20.00'	18.62'	29.99'	27.26'
"36"	97°13'41"	20.00'	22.70'	33.94'	30.01'
"37"	21°53'25"	810.01'	156.64'	309.47'	307.59'
"38"	23°05'56"	780.01'	159.40'	314.46'	312.34'
"39"	43°23'22"	25.00'	11.50'	21.55'	20.89'
"40"	54°19'11"	25.00'	12.83'	23.70'	22.82'
"41"	283°57'27"	40.00'	31.28'	198.24'	49.28'
"42"	70°19'37"	140.19'	98.76'	172.07'	161.47'
"43"	79°34'27"	47.00'	39.14'	65.27'	60.15'
"44"	18°36'07"	170.19'	24.83'	49.31'	49.14'
"45"	85°02'38"	25.00'	22.93'	37.11'	33.79'
"46"	38°51'34"	100.00'	35.27'	67.82'	66.53'

CURB CURVE DATA					
CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD
"47"	22°25'10"	485.00'	96.12'	189.78'	188.57'
"48"	22°58'48"	455.00'	92.49'	182.49'	181.27'
"49"	54°57'22"	25.00'	13.00'	23.98'	23.07'
"50"	48°50'51"	25.00'	11.35'	21.31'	20.67'
"51"	84°02'09"	40.00'	36.04'	58.67'	53.55'
"52"	55°10'11"	20.00'	10.45'	19.26'	18.52'
"53"	60°17'46"	20.00'	11.62'	21.05'	20.09'
"54"	135°19'24"	40.00'	97.34'	94.47'	74.00'
"55"	37°25'21"	80.45'	27.25'	52.55'	51.62'
"56"	158°37'21"	30.00'	158.94'	83.05'	58.96'
"57"	66°34'31"	35.00'	22.98'	40.67'	38.31'
"58"	132°31'38"	20.00'	45.48'	46.26'	36.62'
"59"	67°32'28"	73.00'	48.81'	86.05'	81.16'
"60"	108°39'20"	43.00'	59.90'	43.00'	69.86'
"61"	57°25'04"	25.00'	13.69'	25.05'	24.02'
"62"	278°31'57"	40.00'	34.45'	194.45'	52.20'
"63"	15°24'35"	405.00'	54.79'	109.92'	108.60'
"64"	21°33'56"	435.00'	82.84'	163.73'	162.76'
"65"	70°53'47"	35.00'	24.92'	43.31'	40.60'
"66"	116°27'54"	15.00'	24.22'	30.49'	25.51'
"67"	82°52'44"	455.01'	401.70'	658.18'	602.28'
"68"	77°23'35"	485.01'	388.52'	655.13'	606.45'
"69"	28°53'56"	170.19'	43.85'	85.84'	84.93'


CURB CURVE DATA					
CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD
"70"	01°12'36"	7563.68'	79.88'	159.75'	159.74'
"71"	01°15'51"	7593.68'	83.78'	167.55'	167.55'
"72"	11°09'42"	1205.00'	117.74'	234.74'	234.37'
"73"	11°39'54"	1175.00'	120.03'	239.22'	238.81'
"74"	63°20'05"	83.00'	51.20'	91.75'	87.15'
"75"	117°41'33"	15.00'	24.81'	30.81'	25.67'
"76"	63°20'05"	83.00'	96.12'	189.78'	188.57'
"77"	09°02'48"	110.00'	8.70'	17.37'	17.35'
"78"	145°42'38"	30.00'	97.25'	76.29'	57.33'
"79"	03°00'09"	810.01'	21.23'	42.45'	42.44'
"80"	22°25'10"	485.00'	96.12'	189.78'	188.57'

CENTERLINE CURVE DATA					
CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD
"A"	50°08'43"	50.00'	23.39'	43.76'	42.36'
"B"	49°41'47"	100.00'	46.31'	86.74'	84.04'
"C"	59°52'53"	145.00'	83.52'	151.54'	144.74'
"D"	49°47'59"	1095.01'	508.28'	951.28'	922.07'
"E"	114°11'12"	795.01'	1228.59'	1584.40'	1334.91'
"F"	36°32'25"	85.00'	28.06'	54.21'	53.29'
"G"	19°59'35"	470.00'	82.84'	164.00'	163.17'
"H"	67°10'55"	55.00'	36.53'	64.49'	60.86'
"J"	21°30'52"	420.00'	79.79'	157.71'	156.78'
"K"	79°09'30"	470.01'	388.54'	649.35'	598.93'
"L"	78°41'11"	160.00'	131.16'	219.73'	202.87'
"M"	14°52'41"	1190.00'	155.38'	309.01'	308.14'
"N"	26°06'38"	730.00'	149.25'	249.45'	292.46'
"P"	59°52'53"	145.00'	83.52'	151.54'	144.74'





HIDALGO COUNTY



JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
416 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 668-1588
TBPE FIRM No. F-1295

CURB CURVE DATA TABLE

HIDALGO COUNTY TEXAS

DN		FCD RD. DIV. NO.	STATE	FEDERAL AID PROJECT NO.	HIGHWAY NO.
CK DN			TEXAS		
DN					
CK DN		STATE DIST. NO.	COUNTY	CONTR. NO.	SECT. NO.
TR			HIDALGO		
CK TR					43

PALM LAKE ESTATES No. 1

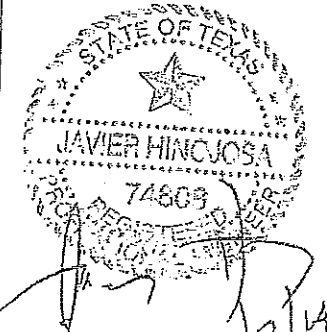
HERMOSILLO DRIVE	Exist. Drwy Width	EXIST. R.C.P. 16" (CL III)	Prop. Width @ Edge of Rdwy.	Prop. Width @ R.O.W. Line	Item 530 ACP Drwy Area (SY)	
					CONCRETE	ASPHALT
Station	(ft.)	(ft.)	(ft.)	(ft.)		
11+38 (LT.)	12	--	18	12		17
11+73 (LT.)	16	--	22	16	21	
11+83 (RT.)	10	--	16	10		15
12+18 (RT.)	18	--	24	18	23	
12+41 (LT.)	25	--	31	25		31
12+95 (LT.)	10	--	16	10		15
13+00 (RT.)	20	--	26	20		26
13+53 (RT.)	12	--	18	12		17
13+55 (LT.)	12	--	18	12		17
14+18 (RT.)	18	--	24	18	23	
14+94 (LT.)	18	--	24	18		23
15+39 (LT.)	12	--	18	12	17	
16+68 (LT.)	20	--	26	20	26	
17+16 (LT.)	20	--	26	20	26	
17+78 (LT.)	14	--	20	14	19	
18+06 (RT.)	14	--	20	14		19
18+12 (LT.)	12	--	18	12	17	
18+40 (RT.)	14	--	20	14		19
18+60 (LT.)	12	--	18	12		17
18+82 (RT.)	12	--	18	12		17
18+90 (RT.)	16	--	22	16	21	
19+03 (LT.)	16	--	22	16	21	
19+88 (RT.)	18	--	24	18	23	
20+20 (LT.)	12	--	18	12	17	
20+30 (RT.)	12	--	18	12	17	
20+76 (LT.)	12	--	18	12		17
21+14 (RT.)	12	--	18	12		17
21+76 (LT.)	10	--	16	10		15
21+97 (RT.)	12	--	18	12		17
TOTAL					271	318

PALM LAKE ESTATES No. 1

ALVARADO STREET	Exist. Drwy Width	EXIST. R.C.P. 16" (CL III)	Prop. Width @ Edge of Rdwy.	Prop. Width @ R.O.W. Line	Item 530 ACP Drwy Area (SY)	
					CONCRETE	ASPHALT
Station	(ft.)	(ft.)	(ft.)	(ft.)		
10+15 (LT.)	25	--	31	25	31	
11+05 (RT.)	16	--	22	16		21
11+43 (RT.)	12	--	18	12	17	
12+12 (LT.)	30	--	36	30		37
12+94 (LT.)	18	--	24	18	23	
13+13 (RT.)	12	--	18	12	17	
14+18 (RT.)	14	--	20	14	19	
14+28 (LT.)	16	--	22	16	21	
15+67 (LT.)	12	--	18	12		17
15+95 (RT.)	20	--	26	20		26
16+05 (LT.)	12	--	18	12		17
17+15 (LT.)	12		18	12		17
17+31 (RT.)	18		24	18	23	
19+74 (RT.)	12	--	18	12		17
20+52 (LT.)	20	--	26	20	26	
22+79 (LT.)	10	--	16	10		15
23+18 (LT.)	20	--	26	20		26
23+36 (RT.)	18	--	24	18	23	
23+60 (LT.)	18	--	24	18	23	
24+11 (RT.)	12	--	18	12	17	
24+77 (LT.)	18	--	24	18	23	
25+36 (LT.)	18	--	24	18	23	
26+10 (RT.)	16	--	22	16	21	
26+12 (LT.)	10	--	16	10	15	
TOTAL					322	159

PALM LAKE ESTATES No. 1

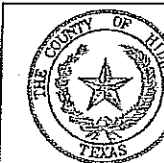
GUAYMAS STREET	Exist. Drwy Width	EXIST. R.C.P. 16" (CL III)	Prop. Width @ Edge of Rdwy.	Prop. Width @ R.O.W. Line	Item 530 ACP Drwy Area (SY)	
					CONCRETE	ASPHALT
Station	(ft.)	(ft.)	(ft.)	(ft.)		
10+19 (RT.)	12	--	18	12		17
10+82 (RT.)	12	--	18	12	17	
11+30 (RT.)	12	--	18	12	17	
12+13 (RT.)	12	--	18	12	17	
12+29 (LT.)	12	--	18	12	17	
12+73 (RT.)	20	--	26	20		26
13+55 (RT.)	12	--	18	12	17	
14+20 (RT.)	12	--	18	12		17
14+70 (LT.)	20	--	26	20		26
15+96 (RT.)	14	--	20	14		19
16+22 (LT.)	25	--	31	25	31	
17+41 (RT.)	18	--	24	18	23	
17+46 (LT.)	18	--	24	18	23	
19+37 (RT.)	10	--	16	10	15	
19+94 (LT.)	12	--	18	12	17	
TOTAL					228	131



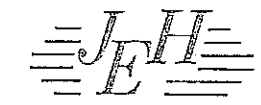
PALM LAKE ESTATES No. 1

MAHALA AVENUE	Exist. Drwy Width	EXIST. R.C.P. 16" (CL III)	Prop. Width @ Edge of Rdwy.	Prop. Width @ R.O.W. Line	Item 530 ACP Drwy Area (SY)	
					CONCRETE	ASPHALT
Station	(ft.)	(ft.)	(ft.)	(ft.)		
10+61 (LT.)	18	--	24	18	23	
11+52 (RT.)	18	--	24	18		23
12+33 (RT.)	20	--	26	20	26	
12+45 (LT.)	14	--	20	14	19	
TOTAL					68	23

* NOTE: ALL EXISTING CONCRETE DRIVEWAYS TO BE PAVED WITH CONCRETE FROM R.O.W. LINE TO PROPOSED EDGE OF GUTTER (SEE SHEET ("DRIVEWAY DETAILS"))



HIDALGO COUNTY



JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
416 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 668-1588
TBPE FIRM No. F-1295

DRIVEWAY SUMMARY TABLE

HIDALGO COUNTY TEXAS

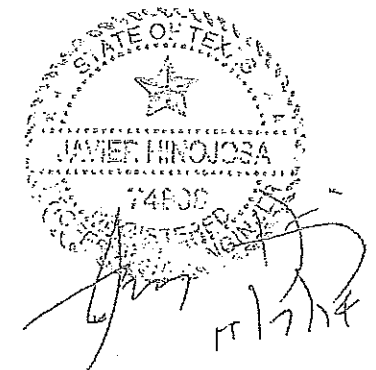
DN		FED. RD. DIV. NO.	STATE	FEDERAL AID PROJECT NO.	HIGHWAY NO.
CK DN			TEXAS		31
DW		STATE DIST. NO.	COUNTY	CONTR. NO.	SECT. NO.
CK DW			HIDALGO		
FR				JOB NO.	SHEET NO.
CK FR					44

PALM LAKE ESTATES No. 1

HONOLULU AVENUE	Exist. Drwy Width	EXIST. R.C.P. 16" (CL III)	Prop. Width @ Edge of Rdwy.	Prop. Width @ R.O.W. Line	Item 529 ACP Drwy Area (SY)	
					CONCRETE	ASPHALT
Station	(ft.)	(ft.)	(ft.)	(ft.)		
09+90 (RT.)	12	--	18	12	17	
10+63 (RT.)	25	--	31	25	31	
11+58 (RT.)	25	--	31	25	31	
12+45 (RT.)	20	--	26	20	26	
				TOTAL	105	

PALM LAKE ESTATES No. 1

MEXICO STREET	Exist. Drwy Width	EXIST. R.C.P. 16" (CL III)	Prop. Width @ Edge of Rdwy.	Prop. Width @ R.O.W. Line	Item 529 ACP Drwy Area (SY)	
					CONCRETE	ASPHALT
Station	(ft.)	(ft.)	(ft.)	(ft.)		
10+07 (RT.)	20	--	26	20	26	
10+61 (LT.)	18	--	24	18		23
12+54 (RT.)	18	--	24	18		23
12+85 (LT.)	18	--	24	18	23	
13+35 (LT.)	18	--	24	18	23	
13+88 (LT.)	20	--	26	20	26	
14+52 (LT.)	20	--	26	20	26	
14+78 (RT.)	18	--	24	18		23
16+14 (RT.)	18	--	24	18	23	
16+72 (LT.)	12	--	18	12	17	
16+95 (LT.)	14	--	20	14	19	
17+53 (LT.)	10	--	16	10	15	
17+78 (RT.)	20	--	26	20		26
18+16 (LT.)	10	--	16	10	15	
18+71 (LT.)	10	--	16	10	15	
27+26 (LT.)	12	--	18	12		17
27+83 (RT.)	14	--	20	14		19
				TOTAL	0	0



* NOTE: ALL EXISTING CONCRETE DRIVEWAYS TO BE PAVED WITH CONCRETE FROM R.O.W. LINE TO PROPOSED EDGE OF GUTTER (SEE SHEET ("DRIVEWAY DETAILS"))

PALM LAKE ESTATES No. 1

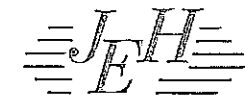
IGUANO COURT	Exist. Drwy Width	EXIST. R.C.P. 16" (CL III)	Prop. Width @ Edge of Rdwy.	Prop. Width @ R.O.W. Line	Item 529 ACP Drwy Area (SY)	
					CONCRETE	ASPHALT
Station	(ft.)	(ft.)	(ft.)	(ft.)		
10+61 (LT.)	20	--	26	20		26
11+17 (LT.)	12	--	18	12	17	
11+39 (RT.)	12	--	18	12	17	
11+80 (LT.)	12	--	18	12	17	
11+84 (RT.)	12	--	18	12	17	
12+13 (RT.)	20	--	26	20		26
12+85 (LT.)	12	--	18	12	17	
13+12 (LT.)	12	--	18	12		17
13+64 (RT.)	10	--	16	10	15	15
13+86 (LT.)	12	--	18	12	17	17
				TOTAL	117	101

PALM LAKE ESTATES No. 1

MEXICO STREET(N)	Exist. Drwy Width	EXIST. R.C.P. 16" (CL III)	Prop. Width @ Edge of Rdwy.	Prop. Width @ R.O.W. Line	Item 529 ACP Drwy Area (SY)	
					CONCRETE	ASPHALT
Station	(ft.)	(ft.)	(ft.)	(ft.)		
N/A	N/A	N/A	N/A	N/A	N/A	N/A



HIDALGO COUNTY



JAVIER HINOJOSA ENGINEERING CONSULTING ENGINEERS
416 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 668-1588
T&E FIRM No. F-1295

DRIVEWAY SUMMARY TABLE

HIDALGO COUNTY TEXAS

DN:		FED. RD. DIST. NO.	STATE	FEDERAL AID PROJECT NO.	HIGHWAY NO.
CK DN:			TEXAS		31
DN:					
CK DN:		STATE DIST. NO.	COUNTY	CONTRACT NO.	SECT. NO.
TR:			HIDALGO		
CK TR:					45

AI-47564

Purchasing Department 11. C.

CC CONSENT

Meeting Date: 12/02/2014

Submitted For: Comm. J Palacios, HC Pct. #4 **Submitted By:** Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of **Change Order No. 3** for an extension of sixty (60) additional days, epoxy flooring, metal soffit at porch, electric door strike in the total amount of \$32,900.00 to Contract No. C-13-072A-11-19 with **Couric Enterprises, LLC dba Foremost Construction** as reviewed/approved by project architect of record, Mata-Garcia Architects, LLP for: Hidalgo County Precinct No. 4 -"Construction of a Community Resource Center in San Carlos" with authority for County Judge, or Court Member to execute document.

BACKGROUND

CHANGE ORDER #2 - FOREMOST CONSTRUCTION

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1342-419-40-124-123-0-720

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 11/26/14.

Original P.O. # 703489 will be increased.

Attachments

Change Order No. 3 -Foremost Constr Pct4-San Carlos CRC

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/25/2014 04:30 PM
Budget & Management	Debbie Tamez	11/26/2014 09:26 AM
Glinda Pacheco	Glinda Pacheco	11/26/2014 02:29 PM
Auditor's Office	Monica Badillo	11/26/2014 03:58 PM
Form Started By: Moises Salazar		Started On: 11/25/2014

Final Approval Date: 11/26/2014



AIA Document G701™ – 2001

Change Order

PROJECT <i>(Name and address):</i> Hidalgo County Pct. 4 CRC San Carlos, Texas	CHANGE ORDER NUMBER: 003 DATE: November 24, 2014	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/>
TO CONTRACTOR <i>(Name and address):</i> Foremost Construction 26986 Bass Blvd. Harlingen, Tx 78552	ARCHITECT'S PROJECT NUMBER: 2013105 CONTRACT DATE: November 19, 2013 CONTRACT FOR: General Construction	CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

1. Six rain days time extension. 2. \$29,500.00 for Epoxy Flooring, with 23 days time extension to do said work. 3. \$11,205.00 for Metal Soffit at Porch, with 23 days time extension to do said work. 4. \$785.00 for Electric Door Strike, with 8 days time extension to do said work. The Contingency Fund Balance of \$8,500.00 will be depleted, with the remaining amount added to the contract and a total of 60 days will be added to the Contract for Construction.



The original Contract Sum was	\$ 1,211,000.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 1,211,000.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 32,990.00
The new Contract Sum including this Change Order will be	\$ 1,243,990.00

The Contract Time will be increased by Sixty (60) days.

The date of Substantial Completion as of the date of this Change Order therefore is January 12, 2015

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<u>Mata+Garcia Architects LLP</u> ARCHITECT <i>(Firm name)</i>	<u>Foremost Construction</u> CONTRACTOR <i>(Firm name)</i>	<u>County of Hidalgo</u> OWNER <i>(Firm name)</i>
<u>1314 Ivy Avenue McAllen Tx. 78501</u> ADDRESS	<u>26986 Bass Blvd. Harlingen, Tx. 78552</u> ADDRESS	<u>1051 N. Doolittle Road, Edinburg Tx 78542</u> ADDRESS
 BY <i>(Signature)</i>	 BY <i>(Signature)</i>	 BY <i>(Signature)</i>
<u>Hector Rene Garcia</u> <i>(Typed name)</i>	<u>Eric Solis</u> <i>(Typed name)</i>	 <i>(Typed name)</i>
<u>November 24, 2014</u> DATE	<u>11-24-14</u> DATE	 DATE

AI-47417

Purchasing Department 11. D.

CC CONSENT

Meeting Date: 12/02/2014

Submitted For: Hon. Arturo

Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of request for **Invoice Payment #20142117** as submitted by **TEDSI Infrastructure Group** in the amount of **\$20,237.79** amid **Work Authorizatation No. 2-PO#698569-Contract #c-08-227-02-09** for Professional Engineering Services from **September 01, 2014 to September 30, 2014**.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 1315-431-00-121-039-0-731

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 11/24/14.

FISCAL YEAR: 2014

ACCT. #: 1315-126-30-000-010-0-000

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

FISCAL YEAR: 2014

ACCT. #: 1315-126-20-000-012-0-000

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Attachments

Invoice Documentation

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	11/24/2014 11:08 AM
Budget & Management	Debbie Tamez	11/24/2014 11:14 AM
Glinda Pacheco	Glinda Pacheco	11/24/2014 03:29 PM
Auditor's Office	Monica Badillo	11/26/2014 03:58 PM
Form Started By: Vangie Garcia		Started On: 11/14/2014 09:54 AM
	Final Approval Date: 11/26/2014	



TEDSI INFRASTRUCTURE GROUP

Consulting Engineers

1201 East Expressway 83 ♦ Mission, Texas 78572
Tel: (956) 424-7898
Fax: (956) 424-7022

REQ#241986 PO#698569
TXDOT-MILE 6 WEST-ROADS
4-1315-431-00-121-039-0-731=\$2,023.78

October 30, 2014

Project No:

2009-1032-02

Invoice No:

20142117

Mr. Raul Lozano
Hidalgo County Precinct 1
1902 Joe Stephens Avenue
Weslaco, TX 78596

REQ#241986 PO#698569
DUE FROM WESLACO
4-1315-126-30-000-010-0-000=\$2,023.78

Project 2009-1032-02

Mile 6 West - Mile 9 to Mile 11

Mile 6 West - Work Authorization No. 2

P. O. No. 698569

Hidalgo County Contract No. C-08-227-02-09

REQ#241986 PO#698569
DUE FROM STATE
4-1315-126-20-000-012-0-000=\$16,190.21

Professional Services from September 01, 2014 to September 30, 2014

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
General Management Coordination (TEDSI)	65,874.66	97.50	64,227.79	62,580.93	1,646.86
Route and Design Studies (TEDSI)	74,655.72	100.00	74,655.72	70,922.93	3,732.79
Field Survey (TEDSI)	5,801.34	100.00	5,801.34	5,801.34	0.00
Field Survey (Aranda)	26,342.06	100.00	26,342.06	26,342.06	0.00
Right of Way - Utility Survey (TEDSI)	4,475.66	100.00	4,475.66	4,475.66	0.00
Right of Way - Utility Survey (Aranda)	16,942.40	100.00	16,942.40	16,942.40	0.00
Utility Coordination (TEDSI)	26,411.65	100.00	26,411.65	25,091.07	1,320.58
Environmental & Public Involvement (TEDSI)	10,976.54	75.00	8,232.41	7,134.75	1,097.66
Environmental & Public Involvement (Raba)	72,996.00	75.00	54,747.00	47,447.40	7,299.60
Drainage (TEDSI)	74,628.00	100.00	74,628.00	70,896.60	3,731.40
Pavement Design (Raba)	28,177.95	100.00	28,177.95	26,769.05	1,408.90
Total Fee	407,281.98		384,641.98	364,404.19	20,237.79
Total Fee					20,237.79

Billing Summary

	Current	Prior	To-Date
Total Billings	20,237.79	364,404.19	384,641.98
Total Fee			407,281.98
Remaining Fee			22,640.00

Total this Invoice \$20,237.79

INVOICE RECEIVED BY
Katia Garcia on 11/4/14

PLEASE REMIT PAYMENT TO:
TEDSI Infrastructure Group, Inc.
738 Highway 6 South, Suite 430
Houston, Texas 77079

GOODS/SERVICES RECEIVED BY:
[Signature] on 9/1/14-9/30/14

Authorized By: *[Signature]* Date: October 30, 2014
Craig F. Slong, P.E.
Project Manager

VISIT OUR WEBSITE AT:
www.rkci.com

INVOICE

INVOICE #: S121328

CONSULTANTS * ENVIRONMENTAL * FACILITIES * INFRASTRUCTURE

BILLING DATE :
9/9/2014

PROJECT :
ASF0906502
Mile 6W EA Update

CLIENT :
A13785 TEDSI Infrastructure Group



Mr. Craig Stong, P.E.
TEDSI Infrastructure Group
1201 East Expressway 83
Mission, TX 78572

REMITTANCE ADDRESS:
RABA KISTNER, INC.
P.O. BOX 971037
DALLAS, TX 75397-1037

PHONE (210) 699-9090

ENVIRONMENTAL SERVICES

Update Environmental Assessment
Supplemental Agreement No. 2 dated 10-17-13

FOR PROFESSIONAL SERVICES RENDERED THROUGH: 8/30/2014

TOTAL FEE AUTHORIZED	72,996.00
PERCENT COMPLETE AS OF 8/30/2014	75.00%
FEE EARNED TO DATE	54,747.00
LESS PREVIOUS BILLINGS	47,447.40
AMOUNT DUE THIS INVOICE **	<u>7,299.60</u>

RK PROJECT MANAGER: MARY T KELLY
CLIENT PHONE: 210-858-0610

TEDSI INFRASTRUCTURE GROUP

Project No. 2009-1032-02 Phase No. _____

Lump Sum Approved Hold

Hourly Rejected Process

Sign Date 10 / 28 / 14

PROJECT ACCOUNTS RECEIVABLE SUMMARY

Amount Due This Invoice	\$	7,299.60
Total of Previous Invoices - Currently Unpaid		<u>10,949.40</u>
Total Due And Payable	\$	18,249.00

* Invoices are submitted monthly and are due on receipt. * Carrying charges may be assessed on invoices unpaid beyond 30 days from billing date.
AP Aug-14 PLEASE PAY FROM THIS INVOICE.

VISIT OUR WEBSITE AT:
www.rkci.com

INVOICE

INVOICE # :R025002

CONSULTANTS * ENVIRONMENTAL * FACILITIES * INFRASTRUCTURE

BILLING DATE :
8/7/2014

PROJECT :
AMA1306400
Mile 6 West Road Reconstruction

CLIENT :
12C05931 TEDSI Infrastructure Group



Craig F Strong, P.E.
TEDSI Infrastructure Group
1201 East Expressway 83
Mission, TX 78572

REMITTANCE ADDRESS:
RABA KISTNER, INC.
P.O. BOX 971037
DALLAS, TX 75397-1037

PHONE (210) 699-9090

CONSULTING SERVICES

RKCI Proposal No. PMA13-042-00

FOR PROFESSIONAL SERVICES RENDERED THROUGH: 8/2/2014

TOTAL FEE AUTHORIZED	28,177.95
PERCENT COMPLETE AS OF 8/2/2014	100.00%
FEE EARNED TO DATE	28,177.95
LESS PREVIOUS BILLINGS	26,769.00
AMOUNT DUE THIS INVOICE **	1,408.95

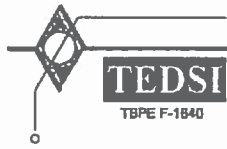
RK PROJECT MANAGER: KATRIN M LEONARD
CLIENT PHONE: (956) 424-7898

TEDSI INFRASTRUCTURE GROUP		
Project No	2009-1032-02	Phase No _____
<input checked="" type="checkbox"/> Lump Sum	<input checked="" type="checkbox"/> Approved	<input checked="" type="checkbox"/> Hold
<input type="checkbox"/> Hourly	<input type="checkbox"/> Rejected	<input type="checkbox"/> Process
Sign <i>[Signature]</i>	Date	10 / 28 / 14

PROJECT ACCOUNTS RECEIVABLE SUMMARY

Amount Due This Invoice	\$ 1,408.95
Total of Previous Invoices - Currently Unpaid	0.00
Total Due And Payable	\$ 1,408.95

* Invoices are submitted monthly and are due on receipt. * Carrying charges may be assessed on invoices unpaid beyond 30 days from billing date.
AP Aug-14 PLEASE PAY FROM THIS INVOICE.



TEDSI INFRASTRUCTURE GROUP

Consulting Engineers

1201 East Expressway 83 + Mission, Texas 78572

Tel: (956) 424-7898

Fax: (956) 424-7022

Project Progress Report

TO: Mr. Raul Lozano

DATE: October 30, 2014

FROM: Craig F. Stong, P.E.

TEDSI PROJECT NO.: 2009-1032-02

REFERENCE:

Mile 6W - From Mile 9 to Mile 11 & Mile 11 to SH 107

TEDSI INVOICE NO: 20142117 PROFESSIONAL SERVICES FROM: September 01 thru September 30, 2014

PHASE	CONTRACTOR	TASK COMPLETED
General Management & Coordination	TEDSI 97.5%	TEDSI continues to coordinate with the client and subs for this contract. Coordination with the Environmental Sub-consultant and local utility companies is ongoing some information has been received. TEDSI has prepared the New Schematic and Exhibit for upcoming public meeting. Public Meeting has been scheduled for September 18, 2014 at Clecker Heald Elementary School, Weslaco. TxDOT comments have been received and addressed; the revised Schematics have been submitted to TxDOT, Austin Design Division for final approval.
Route and Design Studies	TEDSI 100%	TEDSI has completed the schematic revisions and submitted the revised Schematic along with the comments responses to the TxDOT project manager Jesus Noriega/Griselda Saldivar. Schematic has been approved.
Field Survey	TEDSI	Work for this task has been completed.
Field Survey	Aranda	Work for this task has been completed.
Right of Way - Utility Survey	TEDSI	Work for this task has been completed.
Utility Coordination	TEDSI 100%	TEDSI is continuing coordination with the utility companies within the projects limits to try to obtain exposures to identify possible conflicts. A meeting with NAWSC to discuss easement and possible conflicts has be done.
Environmental and Public Involvement	TEDSI 75%	Work is ongoing to produce the environmental document. TEDSI held a Public Meeting on September 18, 2014.
Environmental and Public Involvement	Raba 75%	Work is ongoing on the development of the environmental document. Raba will be participating in Public Meeting and developing a summary of public comments from public meeting.
Drainage	TEDSI 100%	TEDSI has completed the H&H analysis of the project and has submitted to TxDOT for review; still waiting for comments.
Pavement Design	Raba 100%	The pavement design has approved by TxDOT



TEDSI

TEDSI INFRASTRUCTURE GROUP

Consulting Engineers

1201 E. Expressway 83 ♦ Mission, Texas 78572
(956) 424-7898

Letter of Transmittal

TO: Ms. Katia Garcia
 Hidalgo County Precinct No. 1
 1902 Joe Stephens Avenue
 Weslaco, Texas 78596

DATE: October 30, 2014

REF.: Mile 6 West September Invoice

TEDSI PROJECT NO.: 2009-1032-02

TRANSMITTED:

<input checked="" type="checkbox"/> For Your Use	<input type="checkbox"/> Please comment	<input type="checkbox"/> Approved as Noted
<input type="checkbox"/> As Requested	<input type="checkbox"/> Reply ASAP	<input type="checkbox"/> As Noted Below

VIA:

<input type="checkbox"/> US Mail	<input type="checkbox"/> Courier	<input type="checkbox"/> Hand Carry
<input type="checkbox"/> E-Mail	<input checked="" type="checkbox"/> LoneStar Overnight	<input type="checkbox"/> FedEx

COPIES	DESCRIPTION
1	TEDSI Invoice No. 20142117 September Invoice including sub invoice(s)
1	September Project Progress Report

REMARKS:

Attach please find the invoice for September for your approval and further processing. Should you have any questions, please do not hesitate to call.

Thank you,

Signed: 
 Craig F. Stong, P.E.

Zimbra

evangelina.garcia@co.hidalgo.tx.us

Request Agenda Item - TEDSI Infrastructure Group Inv# 20142117

From : Marcie Jackson <marcie.jackson@co.hidalgo.tx.us>

Thu, Nov 13, 2014 10:15 AM

Subject : Request Agenda Item - TEDSI Infrastructure Group Inv# 20142117 1 attachment**To** : Evangelina Garcia <evangelina.garcia@co.hidalgo.tx.us>**Cc** : Katia Garcia <katia.garcia@co.hidalgo.tx.us>

Ms. Vangie,

Please place invoice #20142117 TEDSI Infrastructure Group, on the next regularly scheduled County Commissioner's meeting for approval and payment. Once you have agenda item no., please let me know so that I may input information on invoice and submit to Auditor's Department for payment process. If you need additional information or have any questions, please call or email me.

Thank you,

Marcie Jackson
Accounts Payable Assistant Supervisor
Hidalgo County Precinct No.1
1902 Joe Stephens Ave. Suite 101
Weslaco, Texas 78599
Phone# (956)968-8733
Fax# (956)973-7804

**TEDSI INV#20142117 698569 SEPTEMBER 01 - SEPTEMBER 30 2014.pdf**1 MB

AI-47492

Purchasing Department 11. E.

CC CONSENT

Meeting Date: 12/02/2014

Submitted For: Comm. J. Palacios

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

Department: COMM. PCT. #4

Information

CAPTION

Pct. 4 Invoices:

1. Acceptance and approval of request for payment of invoice T580725 for \$861.00 submitted by Terracon for the Mile 17.5 between Ware and Rooth Road project (PO# 705563).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1200-431-00-124-142-0-731/841

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

BUDGETARY IMPACT:

PO # 705563

Funds available as of 11/20/14

Attachments

T580725

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	11/20/2014 02:07 PM
Manuel Chapa	Manuel Chapa	11/20/2014 04:53 PM
Auditor's Office	Monica Badillo	11/26/2014 03:58 PM
Form Started By: Veronica Lopez		Started On: 11/19/2014 11:34 AM
	Final Approval Date: 11/26/2014	

Terracon

INVOICE

RECEIVED
NOV 18 2014

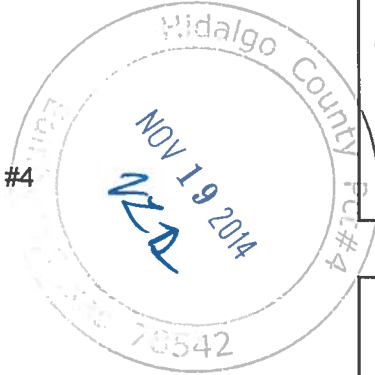
BY: *L. Lucia*

1506 Mid Cities Dr.
Pharr, TX 78577
956-283-8254

Project Mgr: Juan Borjon

Project: Mile 17.5 (btwn Ware Rd and West R.O.W. of HCID#1)
Mile 17.5 between Ware and Rooth Road
Edinburg, TX 78539

To: Hidalgo County
Attn: Maria Lucia
1051 N. Doolittle Rd.
Hidalgo County Precinct #4
Edinburg, TX 78542



REMIT TO:	
Invoice Number: T580725	
Terracon Consultants, Inc. PO Box 843358 Kansas City, MO 64184-3358	
Federal E.I.N.: 42-1249917	

P.O. Number: 705563

Project Number:	88141019
Invoice Date:	11/03/2014
Services Through:	11/01/2014

Date	Report	Description of Services	Quantity	Rate	Total
10/24/14	88141019.0006 ✓	Project Manager, per hour	0.25	\$90.00 ✓	\$22.50 ✓
10/24/14	88141019.0006 ✓	Engineering Technician, hour	5.00	\$43.00 ✓	\$215.00 ✓
10/24/14	88141019.0006 ✓	Trip Charge/Vehicle Charge, each	1.00	\$20.00 ✓	\$20.00 ✓
10/24/14	88141019.0006 ✓	Concrete Compressive Strength Tests, each	5.00	\$13.00 ✓	\$65.00 ✓
10/25/14	88141019.0006B ✓	Project Manager, per hour	0.25	\$90.00 ✓	\$22.50 ✓
10/25/14	88141019.0006B ✓	Engineering Technician, hour - OT	1.00	\$64.50 ✓	\$64.50 ✓
10/25/14	88141019.0006B ✓	Trip Charge/Vehicle Charge, each	1.00	\$20.00 ✓	\$20.00 ✓
10/29/14	88141019.0007 ✓	Project Manager, per hour	0.25	\$90.00 ✓	\$22.50 ✓
10/29/14	88141019.0007 ✓	Engineering Technician, hour	3.00	\$43.00 ✓	\$129.00 ✓
10/29/14	88141019.0007 ✓	Trip Charge/Vehicle Charge, each	1.00	\$20.00 ✓	\$20.00 ✓
10/29/14	88141019.0007 ✓	Sieve Analysis (Washed), per test	1.00	\$60.00 ✓	\$60.00 ✓
10/29/14	88141019.0007 ✓	Standard Proctor 4" or 6" mold, each	1.00	\$200.00 ✓	\$200.00 ✓

Invoice Total \$861.00

4-1200-431-00-124-142-0-841
 4-1200-431-00-124-142-0-731
 Pct. # 139
 Pur. Inv. # 251254
 P.O. # 705563

Invoice Received By: *[Signature]* on 11/19/14
 Goods/Services Received By: *[Signature]* on 10/24/11/02/11/02/12
 Steven [Signature]

TERMS: DUE UPON PRESENTATION OF INVOICE

TABLE 1
ESTIMATED FEE SUMMARY

Our fee estimate is in accordance with the time and tests performed as shown below.

SOILS

Estimate 150 hours field testing and observation @ \$43/hour.....	\$ 6,450
Estimate 3 standard proctors @ \$200/test.....	\$ 600
Estimate 1 modified proctors @ \$200/test.....	\$ 200
Estimate 4 Atterberg Limits @ \$60/test	\$ 240
Estimate 4 sieve analysis (-200) @ \$60/test.....	\$ 240
Estimate 1 Texas Triaxial Test (TEX 117-E) @ \$1,250/test	\$1,250
Estimate 130 nuclear density tests (every 300 linear feet at every 6" lift) @ \$12/test	\$ 1,560
Estimate 50 vehicle trips @ \$20/trip	\$ 1,000
<i>Sub-Total (Soils)</i>	<i>\$ 11,540</i>

ASPHALT

Estimate 30 hours asphalt observation @ \$43/hour.....	\$ 1,290
Estimate 2 asphalt mix verification @ \$250/test.....	\$ 500
Estimate 10 asphalt cores @ \$40/core.....	\$ 400
Estimate 10 vehicle trips @ \$20/trip	\$ 200
<i>Sub-Total (Asphalt)</i>	<i>\$ 2,390</i>
Project Manager 12 hours @ \$90/hour	\$ 1,080
<i>Total Cost</i>	<i>\$ 15,010</i>

EXHIBIT C

**SCHEDULE OF FEES
for
CONSTRUCTION MATERIALS ENGINEERING
and
RELATED TESTING AND INSPECTION SERVICES**

Construction Materials Testing and Observation Field Services

Engineering Technician to Perform the Following Services/Tests:	
Pick-up concrete test specimens or sampling materials, per hour	\$43.00
Concrete field monitoring & molding of cylinders, slump, air content, & temperature measurements, per hour.....	\$43.00
Concrete or asphalt coring, per hour	\$43.00
plus bit wear (length times diameter), per inch diameter.....	\$1.00
plus generator, per day	\$150.00
plus core rig and equipment, per day	\$150.00
plus patching of holes, each.....	\$15.00
saw cut (square inch).....	\$.50
In-place nuclear moisture-density testing, per hour.....	\$43.00
In-place nuclear moisture density tests, each	\$12.00
In-place nuclear moisture-density gauge, per trip.....	\$50.00
Field soil stabilization (lime or cement) per hour	\$43.00
Reinforcing steel inspection, per hour.....	\$43.00
 Senior Engineering Technician to Perform the Following Services/Tests:	
Full time earthwork observation, per hour.....	\$43.00
Foundation installation observation, per hour.....	\$43.00
Concrete and asphalt batch plant inspection, per hour.....	\$65.00
Windsor probe or Swiss hammer testing, per hour.....	\$65.00
plus Windsor probe or Schmidt hammer, per day.....	\$40.00
plus Windsor probe shots, each	cost + 15%
 Steel and Welding Inspection:	
Visual field welding inspection and welder qualification, per hour.....	\$90.00
Certified NDE inspector (Dye Penetrant/magnetic particle), per hour	\$90.00
 Transportation Charges (Applied In Addition to all Personnel Hourly Rates):	
Vehicle trip charge	\$20.00
Trips to locations other than job site or job sites over 40 miles, per mile.....	\$0.75

A minimum of 24 hours advance notice is requested for scheduling or canceling field inspection and testing services. Work scheduled with less than 24 hours notice will be serviced subject to available personnel.

Construction Materials Laboratory Testing Services

(The price for tests in this section are based on a per sample or per test basis.)

Particle size analysis:	
Sieve analysis up to 200 sieve:	
Dry, each (5 sieve maximum)	\$60.00
Washed, each (5 sieve maximum)	\$75.00
Percent finer than 200 sieve	
(washed, soil only), each	\$60.00
Atterberg limits	\$60.00
Compression testing of concrete cylinders, each	\$13.00
Flexural testing of concrete beams, each	\$25.00
Curing, capping and compressive strength testing of concrete cores, each	\$35.00
Moisture-density relationship, Proctor:	
Soil (ASTM D-698), each (4" mold)	\$200.00 ✓
Soil (ASTM D 1557), each (4" mold)	\$200.00
Soil with gravel, base materials (6" mold) or THD, each	\$250.00

Soil, base material with admixtures (6" mold), each.....	\$250.00
Texas Triaxial Test (TEX 117-E).....	\$1,250.00
Testing of bituminous materials:	
Asphalt Mix Verification:	
(Molding specimens, specific gravity, Extraction/Gradation (set of 3).....	\$250.00
Stability (set of 3).....	\$75.00
Index of retained stability (C.O.E.), each.....	\$150.00
Maximum theoretical specific gravity.....	\$75.00
In-place cores (per core sample).....	\$40.00
Preparation of samples/materials will be charged for all	
laboratory tests, when applicable, on an hourly basis.....	\$43.00

Engineering and Support Staff

Personnel:	Rate, Hour
Draftsperson/Secretary	\$45.00
Engineering Technician	\$43.00
Senior Engineering Technician	\$43.00
Laboratory/Field Supervisor.....	\$65.00
Certified Steel/Welding Inspector.....	\$90.00
Staff Engineer/CMT Project Manager.....	\$90.00
CME Manager	\$90.00
Senior Project Manager/Senior Engineer, P.E.....	\$120.00
Consultant, Client Representative, Project Principal, P.E.....	\$125.00

The applicable field rate will be invoiced for all hours worked, including travel time, report and sample preparation. Technician time will be invoiced on a portal-to-portal basis from our office. Overtime rates of 1.33 times the regular hourly rates will be charged for time worked outside normal workday hours of 8:00 am to 5:00 pm and over eight (8) hours per day, Monday through Friday and all day Saturday. Hours worked on, or holidays will be invoiced at the rate of 2.0 times the regular hourly rates. A minimum three (3)-hour billed per visit to project site will be invoiced; hours will be rounded up to the next whole number. A 5 percent technical review and administration cost will be added to all invoices.

Out-of-town subsistence and travel expenses incurred by an employee in connection with the project will be invoiced at cost plus 15 percent or at a Per Diem rate of \$125.00 per day per individual. Use of company vehicles will be charged on the basis of \$0.75 per mile.

General Information

Expenses incurred in connection with the project will be invoiced at cost plus 15 percent. These expenses may include the following:

Services directly applicable to the work, such as special legal and accounting expenses, special consultants, subcontractor services, and similar costs that are not applicable to general operating expenses. Identifiable communication expenses, such as long distance telephone, facsimile, telegraphy, cable, express delivery charges, postage, and similar costs that are not applicable to general correspondence and/or operating expenses.

Identifiable processing and reproduction costs applicable to the project, such as developing, blueprinting, photocopying, printing, and similar costs that are not applicable to general operating expenses.

Invoices will be submitted monthly for work in progress and are due and payable 30 days from invoice date. Interest will be charged at the rate of 1.5 percent per month for late payments. Information and corresponding fees for special services and testing not presented herein will be furnished upon request.



Purchase Order COUNTY OF HIDALGO

PO# 705563

DATE: 03/04/14

PAGE NO: 1 of 1

PO TYPE:

VENDOR: 369756

REQ: 00251254

PHONE:

EMAIL:

SHIP TO: HIDALGO CO. PCT 4

1051 N. DOOLITTLE
EDINBURG TX 78542

TERRACON CONSULTANTS, INC.
1506 MID-CITIES DRIVE
PHARR TX 78577

CONTACT:

SITE: COMMISSIONER, PRECINCT 4

SPECIAL INSTRUCTIONS: Pct. #4 Req 139

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-13-334-02-11 For: Russell Road Project- Mile 17 1/2 BA Approved CC 01/28/14		
		CC Regular 02/11/14 AI- 43007		
1.00	EACH	CC Work Authorization No. 1- "Professional Engineering Services" for Job Specific Project - Mile 17 1/2 (between Ware Road and West ROW of HCID No. 1 Cannal Construction Materials Quality Control Testing Proposal No. P88130463	15,010.00	15,010.00
		TOTAL:		15,010.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		***** For Hidalgo County use only		
		4-1200-431-00-124-142-0-731	2,701.80	
		4-1200-431-00-124-142-0-841	12,308.20	

Authorized by: Martha Salazar

Zimbra

maria.lucio@co.hidalgo.tx.us

RE: Mile 17-1/2 Road Paving and Drainage Improvements

From : Juan M Borjon <jmborjon@terracon.com>
Subject : RE: Mile 17-1/2 Road Paving and Drainage Improvements

Wed, Oct 22, 2014 04:23 PM

📎 1 attachment

To : Jesse Alvarez <jose.alvarez@co.hidalgo.tx.us>

Cc : Maria Lucio <maria.lucio@co.hidalgo.tx.us>, Raul Sesin <raul.sesin@co.hidalgo.tx.us>, Areanna E. Yzaguirre <areanna.yzaguirre@co.hidalgo.tx.us>, Roman Rodriguez <roman.rodriguez@co.hidalgo.tx.us>, Eddie Gonzalez <eddie.gonzalez@mcallen.net>, marllen gonzalez <marllen_gonzalez@mcallen.net>

Good afternoon Jesse,

I will add this to the dispatch schedule for Friday at 9 AM. Thanks!

Regards,

Juan M. Borjon, E.I.T.

Project Manager

Construction Materials Engineering & Testing

Terracon Consultants, Inc.

1506 Mid-Cities Drive | Pharr, Texas 78577

P 956.283.8254 | F 956.283.8279 | M 956.207.6868

jmborjon@terracon.com | www.terracon.com

♻ Please consider the environment before printing this email ☺



From: Jesse Alvarez [mailto:jose.alvarez@co.hidalgo.tx.us]

Sent: Wednesday, October 22, 2014 4:12 PM

To: Borjon, Juan M

Cc: Maria Lucio; Raul Sesin; Areanna E. Yzaguirre; Roman Rodriguez; Eddie Gonzalez; marllen_gonzalez@mcallen.net

Subject: Mile 17-1/2 Road Paving and Drainage Improvements

Good Afternoon Mr. Borjon,

Please see below for Testing Request,

Date of Service Requested: **10/24/2014**

Project Name/Location: County of Hidalgo Precinct No. 4 Mile 17-1/2 Rd. Paving and Drainage Improvements

Time of Needed Services: **9:00 AM**

Type of Service Requested: **1 Set of Concrete Cylinders , for Storm Drainage Type C Inlets**

(To include Sample pickup, Air Content Pressure Method, Cylindrical

Specimen Prep/Hold/Cure and Compressive Strength of Cylindrical Specimen)

Thank You

Jesse Alvarez
Construction Inspector
Hidalgo County Engineering Projects Office
301 East State St.
Pharr, Texas 78577
956-292-7000 ext. 2029
956-533-3992 Mobile
jose.alvarez@co.hidalgo.tx.us
County of Hidalgo Precinct No. 2

Terracon provides environmental, facilities, geotechnical, and materials consulting engineering services delivered with responsiveness, resourcefulness, and reliability.

Private and confidential as detailed here (www.terracon.com/disclaimer). If you cannot access hyperlink, please e-mail sender.



image001.png

4 KB

CONCRETE COMPRESSIVE STRENGTH TEST REPORT



Report Number: 88141019.0006
Service Date: 10/24/14
Report Date: 10/31/14 Revision 1 - 7-day results
Task:

1506 Mid Cities Dr.
Pharr, TX 78577
956-283-8254 Reg No: F-3272

Client

Hidalgo County
Attn: Maria Lucio
1051 N. Doolittle Rd.
Hidalgo County Precinct #4
Edinburg, TX 78542

Project

Mile 17.5 (btwn Ware Rd and West R.O.W. of HCID#1)
Mile 17.5 between Ware and Rooth Road
Edinburg, TX 78539

Project Number: 88141019

Material Information

Specified Strength: 3,000 psi @ 28 days
Mix ID: 3000 1"F AE 3-5"
Supplier: Cemex Concrete
Batch Time: 0957 Plant: Edinburg Texas
Truck No.: 10036864 Ticket No.: 42780886

Sample Information

Sample Date: 10/24/14 Sample Time: 1030
Sampled By: Carlos Flores
Weather Conditions: Sunny
Accumulative Yards: 9 Batch Size (cy): 9
Placement Method: Direct Discharge
Water Added Before (gal):
Water Added After (gal):
Sample Location: Station 30+63
Placement Location: 4' x 4' Concrete Inlets

Field Test Data

Test	Result	Specification
Slump (in):	3	
Air Content (%):		
Concrete Temp. (F):	85	
Ambient Temp. (F):	90	
Plastic Unit Wt. (pcf):		
Yield (Cu. Yds.):		

Laboratory Test Data

Set No.	Specimen ID	Avg Diam. (in)	Area (sq in)	Date Received	Date Tested	Age at Test (days)	Maximum Load (lbs)	Compressive Strength (psi)	Fracture Type
1 ✓	A	4.00	12.57		10/31/14	7	36,350	2,890	2
1	B	4.00	12.57		11/21/14	28			
1	C	4.00	12.57		11/21/14	28			
1	D	4.00	12.57		11/21/14	28			
1	E	4.00	12.57		12/19/14	56			

Comments: Not tested for plastic unit weight.

Samples Made By: Terracon

Services: Obtain samples of fresh concrete at the placement locations (ASTM C-172), perform required field tests and cast, cure, and test compressive strength samples (ASTM C-31, C-39, C-617).

Terracon Rep.: Carlos Flores

Reported To: Jesse Alvarez w/Hidalgo County ✓

Contractor:

Report Distribution:

(1) Hidalgo County, Maria Lucio (1) City of McAllen, Emailed
(1) City of McAllen, Emailed (1) Hidalgo County, Emailed
(1) Hidalgo County, Emailed (1) Hidalgo County, Emailed

Reviewed By:

Juan Borjon
Project Manager I-Professional

Test Methods: ASTM C 31, ASTM C39, ASTM C143, ASTM C172, ASTM C231, ASTM C1064

The tests were performed in general accordance with applicable ASTM, AASHTO, or DOT test methods. This report is exclusively for the use of the client indicated above and shall not be reproduced except in full without the written consent of our company. Test results transmitted herein are only applicable to the actual samples tested at the location(s) referenced and are not necessarily indicative of the properties of other apparently similar or identical materials.

CONCRETE SAMPLE PICK-UP REPORT

Report Number: 88141019.0006B ✓
Service Date: 10/25/14
Report Date: 10/27/14



1506 Mid Cities Dr.
Pharr, TX 78577
956-283-8254 Reg No: F-3272

Client

Hidalgo County
Attn: Maria Lucio
1051 N. Doolittle Rd.
Hidalgo County Precinct #4
Edinburg, TX 78542

Project

Mile 17.5 (btwn Ware Rd and West R.O.W. of HCID#1)
Mile 17.5 between Ware and Rooth Road
Edinburg, TX 78539

Project Number: 88141019

Sample Type: 4" x 8" / Concrete Cylinders ✓

Date Cast: 10/24/14 ✓

1 set(s) of 5 samples per set were retrieved and transported to our laboratory and placed in a temperature and humidity-controlled environment for compressive strength testing.

Services: Sample pick-up

Terracon Rep.: Arturo Garcia

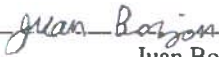
Reported To:

Contractor:

Report Distribution:

(1) Hidalgo County, Maria Lucio	(1) City of McAllen, Emailed
(1) City of McAllen, Emailed	(1) Hidalgo County, Emailed
(1) Hidalgo County, Emailed	(1) Hidalgo County, Emailed

Reviewed By:


Juan Borjon

Project Manager I-Professional

The tests were performed in general accordance with applicable ASTM, AASHTO, or DOT test methods. This report is exclusively for the use of the client indicated above and shall not be reproduced except in full without the written consent of our company. Test results transmitted herein are only applicable to the actual samples tested at the location(s) referenced and are not necessarily indicative of the properties of other apparently similar or identical materials.

Zimbra

maria.lucio@co.hidalgo.tx.us

RE: Mile 17-1/2 Rd. Paving and Drainage Improvements

From : Juan M Borjon <jmborjon@terracon.com> Wed, Oct 29, 2014 01:36 PM
Subject : RE: Mile 17-1/2 Rd. Paving and Drainage Improvements
To : Jose Alvarez <jose.alvarez@co.hidalgo.tx.us>
Cc : Maria Lulu Lucio <maria.lucio@co.hidalgo.tx.us>, Raul Sesin <raul.sesin@co.hidalgo.tx.us>, Roman Rodriguez <roman.rodriguez@co.hidalgo.tx.us>, eddie gonzalez <eddie_gonzalez@mcallen.net>, Areanna E. Yzaguirre <areanna.yzaguirre@co.hidalgo.tx.us>

Good afternoon Jesse,

I will add this to the dispatch schedule for today at 3 PM. Thanks!

From: Jose Alvarez [mailto:jose.alvarez@co.hidalgo.tx.us]
Sent: Wednesday, October 29, 2014 1:27 PM
To: Borjon, Juan M
Cc: jose.alvarez@co.hidalgo.tx.us; Maria Lulu Lucio; Raul Sesin; Roman Rodriguez; eddie_gonzalez@mcallen.net; Areanna E. Yzaguirre
Subject: Mile 17-1/2 Rd. Paving and Drainage Improvements

Good Afternoon Mr. Borjon,

Please see below for Testing Request,

Date of Service Requested: 10/29/2014

Project Name/Location: County of Hidalgo Precinct No. 4 Mile 17-1/2 Rd. Paving and Drainage Improvements

Time of Needed Services: 3:00 PM

Type of Service Requested: **1 Sand Proctor pick up for 24 " RCP Drainage Crossings**

Thank You

Jesse Alvarez
Construction Inspector
County of Hidalgo Engineering Projects Office
301 East State St.
Pharr, Texas 78577
956-292-7000 Ext. 2029
956-533-3992 mobile
Jose.alvarez@co.hidalgo.tx.us

Sent from my Samsung Galaxy S5
T-Mobile 4G LTE Device

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Private and confidential as detailed here (www.terracon.com/disclaimer). If you cannot access hyperlink, please e-mail sender.

LABORATORY COMPACTION CHARACTERISTICS OF SOIL REPORT



Report Number: 88141019.0007
Service Date: 10/29/14
Report Date: 10/31/14
Task: Soils

1506 Mid Cities Dr.
Pharr, TX 78577
956-283-8254 Reg No: F-3272

Client

Hidalgo County
Attn: Maria Lucio
1051 N. Doolittle Rd.
Hidalgo County Precinct #4
Edinburg, TX 78542

Project

Mile 17.5 (btwn Ware Rd and West R.O.W. of HCID#1)
Mile 17.5 between Ware and Rooth Road
Edinburg, TX 78539

Project Number 88141019

Material Information

Source of Material: Sand Embedment
Proposed Use: Sand Backfill on 24" R.C.P.

Sample Information

Sample Date: 10/29/14 Sample Time: 1530
Sampled By: Arturo Garcia
Sample Location: On-site

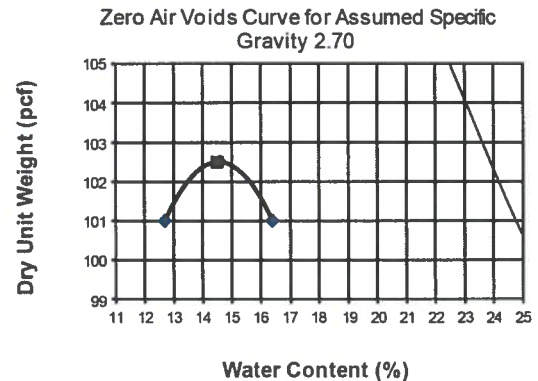
Sample Description: Poorly Graded Sand with Silt

Laboratory Test Data

Test Procedure: ASTM D698
Test Method: Method A
Sample Preparation: Wet
Rammer Type: Mechanical
Maximum Dry Unit Weight (pcf): 102.5
Optimum Water Content (%): 14.5

	Result	Specifications
Liquid Limit:	Non-plastic	
Plastic Limit:	Non-plastic	
Plasticity Index:	Non-plastic	
In-Place Moisture (%):		
Passing #200 (%):	7.0	

USCS: SP-SM



Comments:

Services: Obtain a sample of backfill from the project site and return it to the laboratory. Prepare and test the sample for Moisture Density Relation and Atterberg limits.

Terracon Rep.: Arturo Garcia

Reported To: Jesse Alvarez w/Hidalgo County

Contractor:

Report Distribution:

- (1) Hidalgo County, Maria Lucio (1) City of McAllen, Emailed
- (1) City of McAllen, Emailed (1) Hidalgo County, Emailed
- (1) Hidalgo County, Emailed (1) Hidalgo County, Emailed

Reviewed By: Juan Borjon
Juan Borjon
Project Manager I-Professional

Test Methods: ASTM D698, ASTM D2487, ASTM D4318

The tests were performed in general accordance with applicable ASTM, AASHTO, or DOT test methods. This report is exclusively for the use of the client indicated above and shall not be reproduced except in full without the written consent of our company. Test results transmitted herein are only applicable to the actual samples tested at the location(s) referenced and are not necessarily indicative of the properties of other apparently similar or identical materials.

AI-47485

Purchasing Department 11. F.

CC CONSENT

Meeting Date: 12/02/2014

Submitted For: Martha L. Salazar

Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to exercise the **First (1st) Year** of the additional two (2) one (1) year term extensions (as provided in the current lease agreement) for the "**Lease of Office Space in the City of Edinburg to House the 430th District Court**" (under the same rates, terms and conditions) with the Honorable **Joe E. Garcia, Trustee**, in connection to Lease Agreement# C-13-055-01-22.

BACKGROUND

Lease Extension-JEG-430th District Court

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1100-412-00-010-001-0-441

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Attachments

Extension

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	11/24/2014 11:06 AM
Budget & Management	Debbie Tamez	11/24/2014 11:20 AM
Auditor's Office	Monica Badillo	11/26/2014 03:58 PM
Form Started By: Letty Saenz		Started On: 11/18/2014 04:50 PM
	Final Approval Date: 11/26/2014	



October 6, 2014

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

Hon. Jose E. Garcia, Trustee
4401 N. McColl Rd.
McAllen, Texas 78504
Ph. (956) 630-0081

via email jeg@gvlaw.net
via facsimile (956) 630-3631
via certified mail

Re: Renewal/Extension-C-13-055-01-22-"Lease of Office Space in Edinburg to House the 430th District Court"- Hidalgo County

Dear Mr. Garcia:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to extend/renew the **(First 1st Year)** of the **additional two (2) one (1) year periods** as provided in the current lease agreement (under the same rates, terms and conditions).

Please acknowledge receipt of this notice of placement on the next Commissioners' Court agenda/meeting for discussion, consideration and action, by signing below and returning to the Purchasing Department, via facsimile to (956) 956-318-2629 or email to: leticia.saenz@co.hidalgo.tx.us , so as to meet the agenda request form deadlines.

BY: *Jose E. Garcia*
Honorable Jose E. Garcia, Trustee

Date: *Oct 6, 2014*

Additionally, we are requesting that your firm provide an "Updated Certificate of Insurance" as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statements of Qualifications).

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

Sincerely,

Leticia H. Saenz
Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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:		
	PHONE (A/C, No. Ext):	FAX (A/C, No):	
INSURED	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A :		
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	\$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$
	<input type="checkbox"/> OCCUR							\$
	<input type="checkbox"/> CLAIMS-MADE							\$
	DED							\$
	RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	<input type="checkbox"/>				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**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

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

LEASE AGREEMENT
C-13-055-01-22

THIS LEASE is made and entered into by and between **JOSE E. GARCIA**, referred to in this Lease as Lessor, and **THE COUNTY OF HIDALGO**, referred to in this "Lease" as "Lessee", in accordance with the Request for Bids (RFB) Procurement Packet, attached hereto as Exhibit "A".

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor, that certain real property described on Exhibit "A", the "Premises", attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises." Lessee has agreed with specifications and a copy of such Specifications attached hereto as Exhibit "B".

ARTICLE I. TERM

Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall be for **two (2) years** commencing on **February 1, 2013** (as hereinafter defined) and ending on **January 31, 2015** (as hereunder defined) unless sooner terminated or unless renewed and extended in accordance with Paragraph 1.2, hereof. The "Commencement Date" is the date the Premises are available for occupancy by Lessee. The "Termination Date" is the date twenty four (24) months following the Commencement Date, unless the Commencement date is other than the first day of a calendar month, in which event the Term shall be extended by the number of days

remaining in the month which includes the Commencement Date, and the Termination Date shall be likewise extended. If the Premises are sold to an unrelated third party (not affiliated by common ownership with Lessor) at a time when more than six (6) months remains on the unexpired portion of the term of this Lease, then the unexpired portion of this Lease may, at Lessee's option, be shortened to six (6) months from the date of such sale.

Renewal or Termination

1.2. Lessee shall have the right and option to renew and extend the term of this Lease for **two (2) additional one (1) year terms**, under the same rates, terms and conditions. If Lessee desires to renew and extend the term of this Lease for a renewal period, Lessee must give Lessor written notice of such renewal at least thirty (30) days prior to the termination of the initial lease term or any extension thereof. Any renewal or extension of this Lease shall be on the terms and conditions as provided herein. This Lease shall terminate and become null and void without further notice on the expiration of the term specified in Article 1.1, unless sooner terminated or renewed and extended in accordance with this Article 1.2; and any holding over by Lessee after the expiration of that term shall not constitute a renewal of the Lease or give Lessee any rights under the Lease in or to the Leased Premises.

Holdover

1.3 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 1.2 shall not be construed as Lessor's consent for Lessee to hold over.

Termination

1.4 Lessee may declare this Lease, and all rights and interest created by it, to be

terminated without cause upon giving the Lessor thirty (30) days written notice. Upon Lessee's electing to terminate, this Lease shall cease and come to an end as if the day of the termination party's election were the day originally fixed in the Lease for its expiration.

Lessor's Warranty of Quiet Enjoyment

1.5 Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or molestation by Lessor or any person claiming under Lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

ARTICLE 2. RENT

Base Rent

2.1 Lessee agrees to pay to Lessor, during the term hereof, a monthly rental equal to **Six Thousand Six Hundred Nine Dollars and Sixty-One Hundreds (\$ 6,609.60)** per Month, as described on Exhibit B. In the event the Commencement Date is a day other than the first day of the month, the rent for the period from the commencement date to the last day of the month shall be prorated by dividing the monthly rental by thirty (30) days, and multiplying the result by the number of days remaining in the month that includes the Commencement Date.

Time and Manner of Payment

2.2 All rent due under this article shall be paid by Lessee on a monthly basis and in advance, on the first (1st) business day of each month commencing on the Commencement Date. All installments of rent shall be paid in lawful money of the United States to the Lessor at **(4401 North McColl, McAllen, Texas 78504)** or such other location or locations as Lessor shall from

time to time designate by written notice to Lessee. Any rent due for any partial month at the beginning or the end of the term hereof shall be prorated on the basis of a thirty (30) day month.

Taxes

2.3 Lessor is responsible for rendering and paying all real estate taxes on the Property. Lessee shall be responsible for taxes, if any, on Lessee's personal property located on the Premises.

ARTICLE 3. USE OF PREMISES

Permitted Use

3.1 Lessee may use the premises for office space and for any other lawful purpose.

Waste, Nuisance, or Illegal Use

3.2 Lessee shall not use, or permit the use of, the Premises in any manner that will result in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the premises or for any illegal purpose.

ARTICLE 4. REPAIRS AND MAINTENANCE

4.1 Lessee shall be responsible for providing general janitorial service. Lessee shall be responsible for all repairs and maintenance in connection with damage to the Premises caused by Lessee's negligent used of Premises, and damage to fixtures and improvements resulting from negligent or willful acts of the Lessee, or the Lessee's employees, agents, licenses or invitees. In addition, Lessee shall repair all injury caused by the installation or removal of furniture, fixtures or property permitted under this Lease to be removed from the Leased Premises. All such repairs shall be made in a good, workmanlike manner using high quality materials.

Lessor's and Lessee's Duties to Repairs

4.2 Lessor shall maintain the foundation, roof, plumbing, heating, ventilation and air conditioning systems ("HVAC") and structural integrity of the Leased Premises and shall make all such necessary repairs to the foundation, roof plumbing, HVAC and structural integrity of the Leased Premises, except that Lessee shall make those repairs occasioned by Lessee's negligent use of the Leased Premises.

Lessor's Duty

4.3 Lessor shall construct, repair and maintain the Leased Premises so that the Premises will have:

- (1) Effective waterproofing and weather protection of the contents of the Leased Premises by watertight roof, exterior walls, windows, and doors.
- (2) Plumbing facilities that conform to applicable law, maintained in good working order.
- (3) A water supply approved under applicable law that is under the control of Lessee, capable of producing hot and cold running water, or a system that is under the control of Lessor that produces hot and cold running water furnished to Lessee and connected to a sewage disposal system conforming to applicable law.
- (4) Heating, ventilation and air conditioning facilities conforming to applicable law which are more than adequate to heat, ventilate and air condition the improvements on the Leased Premises, and are maintained in good-working order.
- (5) Electrical lighting, with wiring and electrical equipment that conform to applicable law, maintained in good working order.
- (6) Building, grounds, and appurtenances in every part clean, sanitary, and free from all accumulations of debris, and all areas under control of Lessor kept in every part clean, sanitary, and free from all accumulations of debris.
- (7) Floor, stairways, and railings maintained in good repair.
- (8) Landscaping (all greenery, watering, and maintenance).
- (9) Parking Lot (including painting, striping, paving, etc.)

Lessee's Right to Repair for Lessor or Vacate

4.4 (a) If after Lessee's notice to Lessor of repairs or maintenance which Lessor

has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee, Lessee may make the repairs itself. In such a case, Lessee may deduct the expenses of the repairs from further payment of rent, terminate this Lease Agreement as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

(b) For purposes of this Section 4.4, if Lessor makes repairs at least fifteen (15) days following the date of Lessee's notice to Lessor, it will be presumed to have acted in a reasonable time.

ARTICLE 5. UTILITIES

Utility Charges

Lessee shall pay all utility charges, including but not limited to, electricity and water, used in and about the Leased Premises during the term of this Lease, all such charges to be paid by Lessee directly to the utility company or municipality furnishing the same, before the same shall become delinquent.

ARTICLE 6. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Consent of Lessor

6.1 Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

Property of Lessor

6.2 All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessor may, however, require that Lessee remove any or all alterations, additions, and improvements installed or made by Lessee, and any other property placed on the Premises by Lessee, upon termination of the Lease. In the event that Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall

repair any damage to the Premises caused by such removal.

ARTICLE 7. SIGNS

Signs

Subject to the written approval of Lessor, and further subject to applicable laws, ordinances and regulations, Lessee shall have the right to install signs on the Leased Premises. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

ARTICLE 8. MECHANIC'S LIEN

Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, and if such lien is claimed as a result of the acts of Lessee, Lessee will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien caused to be filed against the Premises or improvements on the Premises by Lessee, including expenses and interest, shall be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice, together with interest at ten percent (10%) per annum until repaid.

ARTICLE 9. INSURANCE AND INDEMNITY

Property Insurance

9.1 Lessor shall, at its own expense, during the term of this Lease, keep all buildings and improvements on the Leased Premises insured against loss or damage by fire with extended coverage to include direct loss by windstorm, hail, explosion, riot, or riot attending a strike, civil commotion, aircraft, vehicles, and smoke, in the aggregate amounts of not less than the full fair

insurable value of the buildings and improvements. The insurance is to be carried by one or more insurance companies licensed to do business in Texas and approved by Lessee. The policies shall provide that any proceeds for loss or damage to buildings or to improvements shall be payable solely to Lessor, which sum Lessor shall use for repair and restoration purposes as provided herein. Lessee shall maintain all insurance on Lessee's personal property located within the Leased Premises and Lessee covenants and agrees that Lessor shall have no responsibility for damage or destruction of Lessee's personal property located within the Leased Premises.

General Liability Insurance

9.2 Lessor. Lessor, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance with limits of at least Five Hundred Thousand Dollar (\$500,000.00), naming Lessee as additional insured. Prior to occupancy of the Premises, Lessor shall provide Lessee with evidence of such insurance.

9.3 Lessee. Lessee, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance in the amounts deemed adequate by Lessee.

Remedy for Failure to Provide Insurance

9.4 Lessor shall furnish Lessee with the original of all insurance policies required by this Article. If Lessor does not provide such policies or proof of such insurance within ten (10) days of the execution of this Lease, or if Lessor allows any insurance required under this Article to lapse after receipt of notice of cancellation or of non-renewal, or if Lessor fails to deliver proof of insurance showing coverages to Lessee prior to the effective date of such insurance and the original insurance policy within thirty (30) days thereafter, such failure shall be a default of Lessor under this Lease; or Lessee may, but shall not be required, to take out such insurance and pay the premiums on the necessary insurance to comply with Lessor's obligations under the

provisions of this Article. Lessor agrees to reimburse Lessee all amounts spent by Lessor to procure and maintain such insurance within fifteen (15) days after demand from Lessor. Failure to pay such amount when due shall be a default of Lessor under this Lease.

ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES

Notice to Lessor

10.1 If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

10.2 If the building on the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if it should be so damaged that rebuilding is necessary, this Lease Agreement, at the option of the Lessee, shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence.

10.3 If the Leased Premises should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs can reasonably be completed with thirty (30) working days from the date of the occurrence of the damage, this Lease shall not terminate, but Lessor shall, if the casualty has occurred prior to the final six (6) months of the lease term, at Lessor's sole cost and risk proceed forthwith to rebuild or repair the Leased Premises to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final six (6) months of the lease term, Lessor shall not be required to rebuild or repair such damage. If the Leased Premises are to be rebuilt or repaired and are untenantable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenantable shall be adjusted equitably. In the working days from the date of the

occurrence of the damage, Lessee may at its option terminate this Lease by written notification at such time to Lessor, whereon all rights and obligations hereunder shall cease.

ARTICLE II. CONDEMNATION

Total Condemnation

11.1 If during the term of this Lease all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the premises by the condemning authority.

Partial Condemnation

11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation.

If the Leased Premises are partially condemned and Lessee fails to exercise the option to terminate the Lease under this section, or if less than ten percent (10%) of the Leased Premises are condemned, this Lease shall not terminate, but Lessor may, at its sole expense, restore and reconstruct the building and other improvements situated on the Leased Premises to make them reasonably tenantable and suitable for the uses for which the Premises are Leased. The rent payable under Sections 2.1 of this Lease shall be decreased equitably during the period of such restoration or reconstruction.

Condemnation Award

11.3 Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

ARTICLE 12. DEFAULT

Default by Lessee

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of fifteen (15) days after written notice from Lessor, Lessor may at its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass and re-let the Premises, or any part of the Premises, for all or any part of the remainder of the Lease term, to a party satisfactory to Lessor and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relet after reasonable efforts to do so, or should such monthly rental be less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of reletting, then Lessee shall pay the amount of such deficiency plus reasonable attorney's fees to Lessor.

Default by Lessor

12.2 If Lessor defaults in the performance of any terms, covenants, or conditions required to be performed by it under this Lease, in addition to other remedies afforded Lessee under this Lease or at law, Lessee may elect that: Upon Lessee's notice to Lessor of repairs or

maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee, Lessee may vacate the Premises, in which case it shall be discharged from further payment of rent, the performance of all other terms and conditions of this Lease, and this Lease shall terminate as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

Cumulative Remedies

12.3 All rights and remedies of Lessor and Lessee under this Article shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Lease. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

Waiver of Breach

12.4 A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

ARTICLE 13. ASSIGNMENT AND SUBLETTING

Assignment and Subletting by Lessee

13.1 Lessee may sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, with the written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the written consent of Lessor, Lessor may, at its option, declare this Lease terminated and Lessee and Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights

under this Lease, the assignee or sublessee, must assume all of Lessee's obligations under this Lease, and Lessee shall remain liable for every obligation under the Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

Assignment by Lessor

13.2 Lessor may assign or transfer any or all of its interests under the terms of this Lease.

ARTICLE 14. MISCELLANEOUS

Notices and Addresses

14.1 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

Lessor:

Jose E. Garcia, Owner
4401 North McColl
McAllen, Texas 78504

Lessee:

County of Hidalgo
Attn: County Judge
1615 South Closner, Suite J
Edinburg, Texas 78539

Either party may change the address to which notices are to be sent it by giving the other party written notice of the new address in the manner provided in this section.

Parties Bound

14.2 This Lease Agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Lease Agreement.

Texas Law to Apply

14.3 This Lease Agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in

Hidalgo County, Texas.

Legal Construction

14.4 In case any one or more of the provisions contained in this Lease Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the Lease Agreement, and this Lease Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the Lease Agreement.

Prior Agreements Superseded

14.5 This Lease Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Lease Agreement.

Amendment

14.6 No amendment, modification, or alteration of the terms of this Lease Agreement shall be binding unless it is in writing, dated subsequent to the date of this Lease Agreement, and duly executed by the parties to this Lease Agreement.

Rights and Remedies Cumulative

14.7 The rights and remedies provided by this Lease Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorneys' Fees and Costs

14.8 If, as a result of a breach of this Lease Agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or

defaulting party agrees to pay the other party the reasonable attorneys' fees and costs incurred to enforce the Lease.

Force Majeure

14.9 Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Real Estate Commission and Finder's Fees

14.10 Neither Lessor nor Lessee has entered into any real estate commission or finder's fee agreements with any broker, agent or finder in respect of this transaction, and Lessor and Lessee each agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease or the transactions contemplated hereby.

Estoppels Information

14.11 Lessee shall, at the request of Lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

Time of Essence

14.12 Time is of the essence of this Lease Agreement.

Commitment of Current Revenues Only

14.13 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).

THE UNDERSIGNED Lessor and Lessee execute this Lease Agreement on the day of January 22, 2013.

LESSOR:
JOSE E. GARCIA, OWNER

By: Jose E. Garcia
Jose E. Garcia, Owner

LESSEE:
HIDALGO COUNTY

By: Ramon Garcia
Ramon Garcia, County Judge

ATTEST:

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

Approved by Commissioners' Court
on 4/22/13 RD

Approved by Commissioners' Court on JANUARY 22, 2013

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

By: SLC
Stephen L. Crain, Attorney

EXHIBIT "A"
PROPERTY/LEGAL DESCRIPTION

EXHIBIT A
HIDALGO COUNTY
LEASE of OFFICE SPACE IN THE CITY OF EDINBURG
to HOUSE THE 430th DISTRICT COURT OFFICES
C-13-055-01-22

LEGAL DESCRIPTION

Legal Description of Property:

Property (including any improvements):

The North ½ of Lots 13,14,15 and 16 Block 256 ORIGINAL TOWNSITE OF EDINBURG, Hidalgo County, Texas according to the map recorded in Volume I, Page 23, Map Records in the Office of the County Clerk of Hidalgo County, Texas reference to which is here made for all purposes and,

Lots Seventeen (17) through Twenty (20), inclusive, Block Two Hundred Fifty-Six (256), ORIGINAL TOWNSITE OF EDINBURG, Hidalgo County, Texas as per map or plat thereof recorded in volume I, page 23, map records, Hidalgo County, Texas and,

The Real Property or its address is commonly known as 323 West Cano Street, Edinburg, Texas 78539.

Lots Twenty-One (21) and Twenty-Two (22), Block Two Hundred Fifty-Six (256), ORIGINAL TOWNSITE OF EDINBURG, Hidalgo County, Texas as per map or plat thereof recorded in volume I, page 23, map records, Hidalgo County, Texas.

The Real Property or its address is commonly known as 323 West Cano Street, Edinburg, Texas 78539

EXHIBIT "B"
SPECIFICATIONS/PROPOSAL

EXHIBIT B
HIDALGO COUNTY
LEASE of OFFICE SPACE IN THE CITY OF EDINBURG
to HOUSE THE 430th DISTRICT COURT OFFICES
C-13-055-01-22

Scope of Project:

Proposed building should be in good habitable condition to provide *"Lease of Office Space in the City of Edinburg for the 430th District Court"* and shall consist of the following:

Specifications:

1. Proposed office space should be located within a two (2) block radius from Hidalgo County Courthouse in the City of Edinburg, Texas.
2. Building shall consist of a minimum of 5,508 square feet of available floor space for the *"Lease of Office Space in the City of Edinburg for the 430th District Court"* and building shall accommodate for Courtroom Space with measurements of a minimum of 800 square feet for the following:
 - Lawyers Bar Wall
 - Judge's Bench
 - Jury Box
 - Witness Stand
 - Court Reporters Area
3. Shall accommodate a minimum of two (2) offices for District Clerk's Staff and a file room with a minimum of 100 square feet each.
4. Lobby with measurements of a minimum of 300 square feet
5. Restrooms as follows:
 - One (1) Staff (Unisex)
 - One (1) Unisex
 - One (1) Male
 - One (1) Female
6. Jury room with a minimum of 180 square feet.
7. Premises must have public restrooms, including one (1) for men and one (1) for women and shall be handicapped accessible. There should be separate restroom facilities for employees.
8. Storage area with a minimum of 50 square feet.
9. Staff open space with a minimum of 250 square feet.
10. Judge's chambers space with a minimum of 180 square feet.

EXHIBIT B
HIDALGO COUNTY
LEASE of OFFICE SPACE IN THE CITY OF EDINBURG
to HOUSE THE 430th DISTRICT COURT OFFICES
C-13-055-01-22

11. The guest parking lot shall consist of a minimum of forty (40) parking spaces with a minimum of two (2) designated handicapped parking with the shortest accessible route, a ramp should be available leading to the building. Building access must comply with American Disability Act Parking Requirements.
12. The building will meet all American Disability Act (ADA) accessibility requirements and shall be fully handicap accessible.
13. Building must have water, sewer and electricity, including garbage pickup.
14. Central air/heating will be provided for ample cooling and heating of the entire building. Lessor will be responsible for all electrical, central air/heating system maintenance and keeping the entire building mold free at all times.
15. Building shall be free from rodents and insects prior to occupancy by Hidalgo County staff. The Lessor shall be responsible at his own expense for pest control throughout the term of this contract.
16. Building should have a minimum of three (3) fire extinguishers or amount required by the City Fire Code under federal, state local and building codes and regulations. Floor area exits of Exit access doorways must comply with the City Fire Code under Federal state and local Building codes and regulations.
17. The guest parking lot shall consist of a minimum of forty (40) parking spaces with a minimum of two (2) designated handicapped parking with the shortest accessible route, a ramp should be available leading to the building. Building access must comply with American Disability Act Parking Requirements.
18. The building should be well insulated with ERA rating of minimum of eleven (11).

Requirements:

1. Lessor will maintain liability insurance on the building throughout the term of contract plus insure building for fire, accident and natural disaster. A Certificate of Insurance shall be submitted to Hidalgo County for approval prior to rental services being performed by Lessor hereunder. Lessor shall maintain liability insurance on the premises, as described and listed in: **Insurance Requirements: See Exhibit "C" attached.**
2. Prior to occupancy or commencement of the lease agreement and every year afterward for the duration of the contract, the Lessor must provide acceptable indoor air quality. The quality of the air in and occupied enclosed space that is within an established temperature and comfort zone and which does not contain air contaminants in sufficient concentration to produce a negative impact on the health and comfort of the occupants.

EXHIBIT B
HIDALGO COUNTY
LEASE of OFFICE SPACE IN THE CITY OF EDINBURG
to HOUSE THE 430th DISTRICT COURT OFFICES
C-13-055-01-22

Must be present at all times. Established temperature and relative humidity comfort zones are defined as:

- Temperatures must be maintained between 68 and 76 degrees Fahrenheit depending on the season (winter 68-73; summer 73-76); relative humidity levels must be maintained between 30% and 55%, with the humidity level not less than 30% and not to exceed 55%.
 - Hidalgo County reserves the right to review the Indoor Quality Test results.
3. Lessor must charge by the square foot for the rental space.
 4. The Lessor will ensure that the toilets, water, faucets, air conditioning/ heating etc. within the building are working properly before and during the rental of the building and will provide all up keep and maintenance under the contract.
 5. Lessor will provide the legal description of the property along with a proposed "Floor Plan Layout" of the building.

Terms and Conditions:

1. Term of lease shall be for a period of two (2) years and shall include the County's option to renew Lease Agreement for an additional two (2) one (1) year terms, under the same rates, terms and conditions. Lease will have a sixty (60) day cancellation clause.
2. Hidalgo County reserves the right to continue this lease for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in re-location of department.
3. Property Insurance policy 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 purpose.

Initial Two (2) Year term:

Charge for "Lease of Office Space in the City of Edinburg (430th District Court)" as requested, but not limited to, in the Specifications as listed Exhibit "B" of this document and under the terms and conditions described for the initial two (2) year term of the contract with the County's sole discretion to extend for an additional two (2) one (1) year terms under the same rate, terms and conditions.

EXHIBIT B
HIDALGO COUNTY
LEASE of OFFICE SPACE IN THE CITY OF EDINBURG
to HOUSE THE 430th DISTRICT COURT OFFICES
C-13-055-01-22

Price at \$ 1.20 per square foot.

Sq. ft of proposed office building 5508

Total monthly cost \$ 6,609.60

Proposed (address) Location: 111 SOUTH 9TH, Edinburg, TX. 78539 (zip code)

BIDDER / COMPANY NAME: JOSE E. GARCIA

ADDRESS: 4401 NORTH McCOLL

CITY: McAllen STATE: TX ZIP CODE: 78504

PHONE No: 630-0081 FAX No. 664-1662 CELL No. _____

AUTHORIZED SIGNATURE: Jose E. Garcia

PRINTED NAME: JOSE E. GARCIA

TITLE: OWNER

EXHIBIT "C"
INSURANCE CERTIFICATE

Commercial Certificate of Insurance



FARMERS

Agency
 Name • Lyra Salazar
 & • 1727 W University Dr
 Address • Edinburg, TX 78539-2824
 • 956-381-4300

Issue Date (MM/DD/YY) 11/21/2012

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 shown below.

St. 19 Dist. 42 Agent 380

Companies Providing Coverage:

Insured
 Name • GARCIA, JOE E.
 & • SEE E0002
 Address • 4301,4303,4305 & 4311 N MCCOLL
 • MCALLEN, TX 78504

Company A Truck Insurance Exchange
 Letter
 Company B Farmers Insurance Exchange
 Letter
 Company C Mid-Century Insurance Company
 Letter
 Company D _____
 Letter

Coverages

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.

Co. Ltr.	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Policy Limits	
A	General Liability - ✕ Commercial General Liability ✕ - Occurrence Version Contractual - Incidental Only Owners & Contractors Prot.	605058020	11/23/2012	11/23/2013	General Aggregate Products-Comp/OPS Aggregate	\$ 4,000,000 \$ 2,000,000
					Personal & Advertising Injury Each Occurrence	\$ 2,000,000 \$ 2,000,000
					Fire Damage (Any one fire)	\$ 100,000
					Medical Expense (Any one person)	\$ 5,000
	Automobile Liability All Owned Commercial Autos Scheduled Autos Hired Autos Non-Owned Autos Garage Liability				Combined Single Limit	\$
					Bodily Injury (Per person)	\$
					Bodily Injury (Per accident)	\$
					Property Damage	\$
					Garage Aggregate	\$
	Umbrella Liability				Limit	\$
	Workers' Compensation and Employers' Liability				Statutory Each Accident	\$ \$
					Disease - Each Employee	\$
					Disease - Policy Limit	\$

Description of Operations/Vehicles/Restrictions/Special items:

111 S 9TH STREET EDINBURG, TX 78539

Certificate Holder

Name • HIDALGO COUNTY
 & • 2812 S BUSINESS HWY 281
 Address • EDINBURG, TX 78539

Cancellation

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

LYRA SALAZAR
 Authorized Representative

January 22, 2013



REGULAR MEETING - JANUARY 22, 2013

**MEMBERED, that on this 22nd day of January A.D., 2013, there was begun and
LAR MEETING of the Honorable Commissioners' Court of Hidalgo County,
in the following members thereof were present, to-wit:**

HONORABLE RAMON GARCIA	HIDALGO COUNTY JUDGE
HONORABLE A.C.CUELLAR, JR.	COMMISSIONER, PRECINCT NO. 1
HONORABLE HECTOR "TITO" PALACIOS	COMMISSIONER, PRECINCT NO. 2
HONORABLE JOE M. FLORES	COMMISSIONER, PRECINCT NO. 3
HONORABLE JOSEPH PALACIOS	COMMISSIONER, PRECINCT NO. 4

**and ARTURO GUAJARDO, JR., COUNTY CLERK & EX-OFICIO CLERK OF THE
COMMISSIONERS' COURT of Hidalgo County, Texas, wherein the following proceedings
were had, to-wit:**



AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
January 22, 2013
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a REGULAR MEETING of the Commissioners' Court will be held at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

- 1. Roll Call**
All members of the Court were counted present.
- 2. Pledge of Allegiance**
Judge Garcia led the Court and Audience in reciting the Pledge of Allegiance.
- 3. Prayer**
Virginia Townsend led the Court and Audience in Prayer.
- 4. Approval of Consent Agenda**
The Court moved to approve the Consent Agenda.
- 5. Open Forum**
-Virginia Townsend requested the Court to change the meeting times, disagreed with the various increases in departments, expressed concerns/clarifications with the vendor Dannenbaum.
-Fern McLaugherty expressed concerns on setting of salaries for various positions and Step & Grade.
-Opal Billman expressed concerns with fraud pertaining to her property and her false imprisonment.
- 6. Budget & Management - Sergio Cruz:**
 - A.** Discussion, consideration, and possible action on proposed policy restricting salary schedule changes after budget adoption proceedings.

On motion by COMMISSIONER, PCT. 3 JOE M. FLORES, seconded by COMMISSIONER, PCT. 4 JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval with the exception of the District Attorney's Office Professional Personnel and other departments that the Court does not set their Budget, subject to legal review.

Vote: 5 - 0 - Unanimously

b. Approval of salary schedule(s).

On motion by COMMISSIONER, PCT. 3 JOE M. FLORES, seconded by COMMISSIONER, PCT. 4 JOSEPH PALACIOS, the Court made a UNANIMOUS vote to approve items 22.B.3.a.1-6 & b.

Vote: 5 - 0 - Unanimously

23.

Purchasing Department - Marty Salazar:

Notes:

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

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

A. Hidalgo County

1. **Presentation for acceptance and approval of Current inter-local(s) and/or contract(s) for the "Housing of Inmates"**
2. **Presentation for discussion, consideration and action**
Including, but not limited to, the following items in connection with New Adult Detention Center:
 - a) Detention Facility Law Enforcement Center Design- Build Contract with including action regarding Landmark Application for payment, final punch list and release of retainage
 - b) Construction of additional pod(s)
 - c) Selection and engagement of an architect for the construction of additional pods

NO ACTION taken on items 23.A.1 & 2.a, b & c.

3. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (a) (6) any land or right-of-way;

On motion by COMMISSIONER, PCT. 3 JOE M. FLORES, seconded by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR., the Court made a UNANIMOUS vote to approve the exemption.

Vote: 4 - 0 - Unanimously



a. Approval to enter into a lease agreement (subject to legal's final review) between Hidalgo County and Joe E. Garcia for the purpose of housing the "Lease of Office Space in the City of Edinburg to House the 430th District"

Court and/or Other County Offices" in a building located at 323 West Cano, Edinburg, Texas for an initial term of (2) two years with the County's sole option to renew and extend two (2) additional one (1) year terms; or in the alternative and not recommended for action by Purchasing;

On motion by COMMISSIONER, PCT. 3 JOE M. FLORES, seconded by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval in the amount of \$1.20 per square foot, with approval subject to Exhibits A & D.

Vote: 4 - 0 - Unanimously

b. Requesting authority to exercise the second (2nd) & final one (1) year extension (as provided in the current lease agreement) for the "Lease of Office Space in the City of Edinburg to House the 430th District Court and/or Other County Offices" (under the same rates, terms and conditions) with the Honorable Joe E. Garcia in connection to Lease Agreement# E-12-063-01-24 (C-10-346-01-25), effective, February 01, 2013;

NO ACTION taken on this item.

4. Presentation for discussion, consideration and approvals in connection with: Bank Depository and/or Remittance Processing (Lockbox) Agreement including but not limited to, the following:

a. Authority to Advertise Bank Depository and/or Remittance Processing (Lockbox) Agreement pursuant to Texas Local Government Code, Chapter 116 (Vernon 1988 and Supp. 1999), "Depositories for County Public Funds" (copies of Chapter 116 and proposed ad copy attached hereto);

On motion by COMMISSIONER, PCT. 3 JOE M. FLORES, seconded by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

Vote : 3- 0 - Unanimously

b. Approval of the proposed advertising dates for Bank Depository and/or Remittance Processing (Lockbox) Agreement Specifications Packets subject to legal review and therefore the publication dates proposed are:

1. January 26, February 02 and February 09 with acceptance date for bank of applications/proposals/bids at CC Agenda Meeting of February 26, 2013; or,

NO ACTION taken on this item.

2. February 02nd, 09th and 16th with acceptance date for bank of applications/proposals/bids at CC Agenda Meeting of March 05, 2013 pursuant to 116.

On motion by COMMISSIONER, PCT. 3 JOE M. FLORES, seconded

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

LEASE AGREEMENT
C-13-055-01-22

THIS LEASE is made and entered into by and between **JOSE E. GARCIA**, referred to in this Lease as Lessor, and **THE COUNTY OF HIDALGO**, referred to in this “Lease” as “Lessee”, in accordance with the Request for Bids (RFB) Procurement Packet, attached hereto as Exhibit “A”.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor, that certain real property described on Exhibit "A", the “Premises”, attached hereto. The premises leased hereunder are referred to in this Lease as “the Premises” or “the Leased Premises.” Lessee has agreed with specifications and a copy of such Specifications attached hereto as Exhibit “B”.

ARTICLE I. TERM

Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall be for **two (2) years** commencing on **February 1, 2013** (as hereinafter defined) and ending on **January 31, 2015** (as hereunder defined) unless sooner terminated or unless renewed and extended in accordance with Paragraph 1.2, hereof. The “Commencement Date” is the date the Premises are available for occupancy by Lessee. The “Termination Date” is the date twenty four (24) months following the Commencement Date, unless the Commencement date is other than the first day of a calendar month, in which event the Term shall be extended by the number of days

remaining in the month which includes the Commencement Date, and the Termination Date shall be likewise extended. If the Premises are sold to an unrelated third party (not affiliated by common ownership with Lessor) at a time when more than six (6) months remains on the unexpired portion of the term of this Lease, then the unexpired portion of this Lease may, at Lessee's option, be shortened to six (6) months from the date of such sale.

Renewal or Termination

1.2. Lessee shall have the right and option to renew and extend the term of this Lease for two (2) additional one (1) year terms, under the same rates, terms and conditions. If Lessee desires to renew and extend the term of this Lease for a renewal period, Lessee must give Lessor written notice of such renewal at least thirty (30) days prior to the termination of the initial lease term or any extension thereof. Any renewal or extension of this Lease shall be on the terms and conditions as provided herein. This Lease shall terminate and become null and void without further notice on the expiration of the term specified in Article 1.1, unless sooner terminated or renewed and extended in accordance with this Article 1.2; and any holding over by Lessee after the expiration of that term shall not constitute a renewal of the Lease or give Lessee any rights under the Lease in or to the Leased Premises.

Holdover

1.3 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 1.2 shall not be construed as Lessor's consent for Lessee to hold over.

Termination

1.4 Lessee may declare this Lease, and all rights and interest created by it, to be



terminated without cause upon giving the Lessor thirty (30) days written notice. Upon Lessee's electing to terminate, this Lease shall cease and come to an end as if the day of the termination party's election were the day originally fixed in the Lease for its expiration.

Lessor's Warranty of Quiet Enjoyment

1.5 Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or molestation by Lessor or any person claiming under Lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

ARTICLE 2. RENT

Base Rent

2.1 Lessee agrees to pay to Lessor, during the term hereof, a monthly rental equal to **Six Thousand Six Hundred Nine Dollars and Sixty-One Hundreds (\$ 6,609.60)** per Month, as described on Exhibit B. In the event the Commencement Date is a day other than the first day of the month, the rent for the period from the commencement date to the last day of the month shall be prorated by dividing the monthly rental by thirty (30) days, and multiplying the result by the number of days remaining in the month that includes the Commencement Date.

Time and Manner of Payment

2.2 All rent due under this article shall be paid by Lessee on a monthly basis and in advance, on the first (1st) business day of each month commencing on the Commencement Date. All installments of rent shall be paid in lawful money of the United States to the Lessor at **(4401 North McColl, McAllen, Texas 78504)** or such other location or locations as Lessor shall from

time to time designate by written notice to Lessee. Any rent due for any partial month at the beginning or the end of the term hereof shall be prorated on the basis of a thirty (30) day month.

Taxes

2.3 Lessor is responsible for rendering and paying all real estate taxes on the Property. Lessee shall be responsible for taxes, if any, on Lessee's personal property located on the Premises.

ARTICLE 3. USE OF PREMISES

Permitted Use

3.1 Lessee may use the premises for office space and for any other lawful purpose.

Waste, Nuisance, or Illegal Use

3.2 Lessee shall not use, or permit the use of, the Premises in any manner that will result in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the premises or for any illegal purpose.

ARTICLE 4. REPAIRS AND MAINTENANCE

4.1 Lessee shall be responsible for providing general janitorial service. Lessee shall be responsible for all repairs and maintenance in connection with damage to the Premises caused by Lessee's negligent use of Premises, and damage to fixtures and improvements resulting from negligent or willful acts of the Lessee, or the Lessee's employees, agents, licensees or invitees. In addition, Lessee shall repair all injury caused by the installation or removal of furniture, fixtures or property permitted under this Lease to be removed from the Leased Premises. All such repairs shall be made in a good, workmanlike manner using high quality materials.

Lessor's and Lessee's Duties to Repairs

4.2 Lessor shall maintain the foundation, roof, plumbing, heating, ventilation and air conditioning systems ("HVAC") and structural integrity of the Leased Premises and shall make all such necessary repairs to the foundation, roof plumbing, HVAC and structural integrity of the Leased Premises, except that Lessee shall make those repairs occasioned by Lessee's negligent use of the Leased Premises.

Lessor's Duty

4.3 Lessor shall construct, repair and maintain the Leased Premises so that the Premises will have:

- (1) Effective waterproofing and weather protection of the contents of the Leased Premises by watertight roof, exterior walls, windows, and doors.
- (2) Plumbing facilities that conform to applicable law, maintained in good working order.
- (3) A water supply approved under applicable law that is under the control of Lessee, capable of producing hot and cold running water, or a system that is under the control of Lessor that produces hot and cold running water furnished to Lessee and connected to a sewage disposal system conforming to applicable law.
- (4) Heating, ventilation and air conditioning facilities conforming to applicable law which are more than adequate to heat, ventilate and air condition the improvements on the Leased Premises, and are maintained in good-working order.
- (5) Electrical lighting, with wiring and electrical equipment that conform to applicable law, maintained in good working order.
- (6) Building, grounds, and appurtenances in every part clean, sanitary, and free from all accumulations of debris, and all areas under control of Lessor kept in every part clean, sanitary, and free from all accumulations of debris.
- (7) Floor, stairways, and railings maintained in good repair.
- (8) Landscaping (all greenery, watering, and maintenance).
- (9) Parking Lot (including painting, striping, paving, etc.)

Lessee's Right to Repair for Lessor or Vacate

4.4 (a) If after Lessee's notice to Lessor of repairs or maintenance which Lessor

has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee, Lessee may make the repairs itself. In such a case, Lessee may deduct the expenses of the repairs from further payment of rent, terminate this Lease Agreement as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

(b) For purposes of this Section 4.4, if Lessor makes repairs at least fifteen (15) days following the date of Lessee's notice to Lessor, it will be presumed to have acted in a reasonable time.

ARTICLE 5. UTILITIES

Utility Charges

Lessee shall pay all utility charges, including but not limited to, electricity and water, used in and about the Leased Premises during the term of this Lease, all such charges to be paid by Lessee directly to the utility company or municipality furnishing the same, before the same shall become delinquent.

ARTICLE 6. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Consent of Lessor

6.1 Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

Property of Lessor

6.2 All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessor may, however, require that Lessee remove any or all alterations, additions, and improvements installed or made by Lessee, and any other property placed on the Premises by Lessee, upon termination of the Lease. In the event that Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall

repair any damage to the Premises caused by such removal.

ARTICLE 7. SIGNS

Signs

Subject to the written approval of Lessor, and further subject to applicable laws, ordinances and regulations, Lessee shall have the right to install signs on the Leased Premises. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

ARTICLE 8. MECHANIC'S LIEN

Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, and if such lien is claimed as a result of the acts of Lessee, Lessee will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien caused to be filed against the Premises or improvements on the Premises by Lessee, including expenses and interest, shall be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice, together with interest at ten percent (10%) per annum until repaid.

ARTICLE 9. INSURANCE AND INDEMNITY

Property Insurance

9.1 Lessor shall, at its own expense, during the term of this Lease, keep all buildings and improvements on the Leased Premises insured against loss or damage by fire with extended coverage to include direct loss by windstorm, hail, explosion, riot, or riot attending a strike, civil commotion, aircraft, vehicles, and smoke, in the aggregate amounts of not less than the full fair

insurable value of the buildings and improvements. The insurance is to be carried by one or more insurance companies licensed to do business in Texas and approved by Lessee. The policies shall provide that any proceeds for loss or damage to buildings or to improvements shall be payable solely to Lessor, which sum Lessor shall use for repair and restoration purposes as provided herein. Lessee shall maintain all insurance on Lessee's personal property located within the Leased Premises and Lessee covenants and agrees that Lessor shall have no responsibility for damage or destruction of Lessee's personal property located within the Leased Premises.

General Liability Insurance

9.2 Lessor. Lessor, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance with limits of at least Five Hundred Thousand Dollar (\$500,000.00), naming Lessee as additional insured. Prior to occupancy of the Premises, Lessor shall provide Lessee with evidence of such insurance.

9.3 Lessee. Lessee, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance in the amounts deemed adequate by Lessee.

Remedy for Failure to Provide Insurance

9.4 Lessor shall furnish Lessee with the original of all insurance policies required by this Article. If Lessor does not provide such policies or proof of such insurance within ten (10) days of the execution of this Lease, or if Lessor allows any insurance required under this Article to lapse after receipt of notice of cancellation or of non-renewal, or if Lessor fails to deliver proof of insurance showing coverages to Lessee prior to the effective date of such insurance and the original insurance policy within thirty (30) days thereafter, such failure shall be a default of Lessor under this Lease; or Lessee may, but shall not be required, to take out such insurance and pay the premiums on the necessary insurance to comply with Lessor's obligations under the

provisions of this Article. Lessor agrees to reimburse Lessee all amounts spent by Lessor to procure and maintain such insurance within fifteen (15) days after demand from Lessor. Failure to pay such amount when due shall be a default of Lessor under this Lease.

ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES

Notice to Lessor

10.1 If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

10.2 If the building on the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if it should be so damaged that rebuilding is necessary, this Lease Agreement, at the option of the Lessee, shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence.

10.3 If the Leased Premises should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs can reasonably be completed with thirty (30) working days from the date of the occurrence of the damage, this Lease shall not terminate, but Lessor shall, if the casualty has occurred prior to the final six (6) months of the lease term, at Lessor's sole cost and risk proceed forthwith to rebuild or repair the Leased Premises to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final six (6) months of the lease term, Lessor shall not be required to rebuild or repair such damage. If the Leased Premises are to be rebuilt or repaired and are untenantable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenantable shall be adjusted equitably. In the working days from the date of the

occurrence of the damage, Lessee may at its option terminate this Lease by written notification at such time to Lessor, whereon all rights and obligations hereunder shall cease.

ARTICLE II. CONDEMNATION

Total Condemnation

11.1 If during the term of this Lease all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the premises by the condemning authority.

Partial Condemnation

11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation.

If the Leased Premises are partially condemned and Lessee fails to exercise the option to terminate the Lease under this section, or if less than ten percent (10%) of the Leased Premises are condemned, this Lease shall not terminate, but Lessor may, at its sole expense, restore and reconstruct the building and other improvements situated on the Leased Premises to make them reasonably tenantable and suitable for the uses for which the Premises are Leased. The rent payable under Sections 2.1 of this Lease shall be decreased equitably during the period of such restoration or reconstruction.

Condemnation Award

11.3 Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

ARTICLE 12. DEFAULT

Default by Lessee

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of fifteen (15) days after written notice from Lessor, Lessor may at its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass and re-let the Premises, or any part of the Premises, for all or any part of the remainder of the Lease term, to a party satisfactory to Lessor and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relet after reasonable efforts to do so, or should such monthly rental be less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of reletting, then Lessee shall pay the amount of such deficiency plus reasonable attorney's fees to Lessor.

Default by Lessor

12.2 If Lessor defaults in the performance of any terms, covenants, or conditions required to be performed by it under this Lease, in addition to other remedies afforded Lessee under this Lease or at law, Lessee may elect that: Upon Lessee's notice to Lessor of repairs or

maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee, Lessee may vacate the Premises, in which case it shall be discharged from further payment of rent, the performance of all other terms and conditions of this Lease, and this Lease shall terminate as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

Cumulative Remedies

12.3 All rights and remedies of Lessor and Lessee under this Article shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Lease. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

Waiver of Breach

12.4 A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

ARTICLE 13. ASSIGNMENT AND SUBLETTING

Assignment and Subletting by Lessee

13.1 Lessee may sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, with the written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the written consent of Lessor, Lessor may, at its option, declare this Lease terminated and Lessee and Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights

under this Lease, the assignee or sublessee, must assume all of Lessee's obligations under this Lease, and Lessee shall remain liable for every obligation under the Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

Assignment by Lessor

13.2 Lessor may assign or transfer any or all of its interests under the terms of this Lease.

ARTICLE 14. MISCELLANEOUS

Notices and Addresses

14.1 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

Lessor:

Jose E. Garcia, Owner
4401 North McColl
McAllen, Texas 78504

Lessee:

County of Hidalgo
Attn: County Judge
1615 South Closner, Suite J
Edinburg, Texas 78539

Either party may change the address to which notices are to be sent it by giving the other party written notice of the new address in the manner provided in this section.

Parties Bound

14.2 This Lease Agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Lease Agreement.

Texas Law to Apply

14.3 This Lease Agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in

Hidalgo County, Texas.

Legal Construction

14.4 In case any one or more of the provisions contained in this Lease Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the Lease Agreement, and this Lease Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the Lease Agreement.

Prior Agreements Superseded

14.5 This Lease Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Lease Agreement.

Amendment

14.6 No amendment, modification, or alteration of the terms of this Lease Agreement shall be binding unless it is in writing, dated subsequent to the date of this Lease Agreement, and duly executed by the parties to this Lease Agreement.

Rights and Remedies Cumulative

14.7 The rights and remedies provided by this Lease Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorneys' Fees and Costs

14.8 If, as a result of a breach of this Lease Agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or

defaulting party agrees to pay the other party the reasonable attorneys' fees and costs incurred to enforce the Lease.

Force Majeure

14.9 Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Real Estate Commission and Finder's Fees

14.10 Neither Lessor nor Lessee has entered into any real estate commission or finder's fee agreements with any broker, agent or finder in respect of this transaction, and Lessor and Lessee each agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease or the transactions contemplated hereby.

Estoppels Information

14.11 Lessee shall, at the request of Lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

Time of Essence

14.12 Time is of the essence of this Lease Agreement.

Commitment of Current Revenues Only

14.13 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).

THE UNDERSIGNED Lessor and Lessee execute this Lease Agreement on the day of January 22, 2013.

LESSOR:
JOSE E. GARCIA, OWNER

By: Jose E. Garcia
Jose E. Garcia, Owner

LESSEE:
HIDALGO COUNTY

By: Ramon Garcia
Ramon Garcia, County Judge

ATTEST:

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

Approved by Commissioners' Court
on 4/22/13 RD

Approved by Commissioners' Court on JANUARY 22, 2013

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

By: SLC
Stephen L. Crain, Attorney

EXHIBIT "A"
PROPERTY/LEGAL DESCRIPTION

EXHIBIT A
HIDALGO COUNTY
LEASE of OFFICE SPACE IN THE CITY OF EDINBURG
to HOUSE THE 430th DISTRICT COURT OFFICES
C-13-055-01-22

LEGAL DESCRIPTION

Legal Description of Property:

Property (including any improvements):

The North ½ of Lots 13,14,15 and 16 Block 256 ORIGINAL TOWNSITE OF EDINBURG, Hidalgo County, Texas according to the map recorded in Volume I, Page 23, Map Records in the Office of the County Clerk of Hidalgo County, Texas reference to which is here made for all purposes and,

Lots Seventeen (17) through Twenty (20), inclusive, Block Two Hundred Fifty-Six (256), ORIGINAL TOWNSITE OF EDINBURG, Hidalgo County, Texas as per map or plat thereof recorded in volume I, page 23, map records, Hidalgo County, Texas and,

The Real Property or its address is commonly known as 323 West Cano Street, Edinburg, Texas 78539.

Lots Twenty-One (21) and Twenty-Two (22), Block Two Hundred Fifty-Six (256), ORIGINAL TOWNSITE OF EDINBURG, Hidalgo County, Texas as per map or plat thereof recorded in volume I, page 23, map records, Hidalgo County, Texas.

The Real Property or its address is commonly known as 323 West Cano Street, Edinburg, Texas 78539

EXHIBIT "B"
SPECIFICATIONS/PROPOSAL

EXHIBIT B
HIDALGO COUNTY
LEASE of OFFICE SPACE IN THE CITY OF EDINBURG
to HOUSE THE 430th DISTRICT COURT OFFICES
C-13-055-01-22

Scope of Project:

Proposed building should be in good habitable condition to provide *"Lease of Office Space in the City of Edinburg for the 430th District Court"* and shall consist of the following:

Specifications:

1. Proposed office space should be located within a two (2) block radius from Hidalgo County Courthouse in the City of Edinburg, Texas.
2. Building shall consist of a minimum of 5,508 square feet of available floor space for the *"Lease of Office Space in the City of Edinburg for the 430th District Court"* and building shall accommodate for Courtroom Space with measurements of a minimum of 800 square feet for the following:
 - Lawyers Bar Wall
 - Judge's Bench
 - Jury Box
 - Witness Stand
 - Court Reporters Area
3. Shall accommodate a minimum of two (2) offices for District Clerk's Staff and a file room with a minimum of 100 square feet each.
4. Lobby with measurements of a minimum of 300 square feet
5. Restrooms as follows:
 - One (1) Staff (Unisex)
 - One (1) Unisex
 - One (1) Male
 - One (1) Female
6. Jury room with a minimum of 180 square feet.
7. Premises must have public restrooms, including one (1) for men and one (1) for women and shall be handicapped accessible. There should be separate restroom facilities for employees.
8. Storage area with a minimum of 50 square feet.
9. Staff open space with a minimum of 250 square feet.
10. Judge's chambers space with a minimum of 180 square feet.

EXHIBIT B
HIDALGO COUNTY
LEASE of OFFICE SPACE IN THE CITY OF EDINBURG
to HOUSE THE 430th DISTRICT COURT OFFICES
C-13-055-01-22

11. The guest parking lot shall consist of a minimum of forty (40) parking spaces with a minimum of two (2) designated handicapped parking with the shortest accessible route, a ramp should be available leading to the building. Building access must comply with American Disability Act Parking Requirements.
12. The building will meet all American Disability Act (ADA) accessibility requirements and shall be fully handicap accessible.
13. Building must have water, sewer and electricity, including garbage pickup.
14. Central air/heating will be provided for ample cooling and heating of the entire building. Lessor will be responsible for all electrical, central air/heating system maintenance and keeping the entire building mold free at all times.
15. Building shall be free from rodents and insects prior to occupancy by Hidalgo County staff. The Lessor shall be responsible at his own expense for pest control throughout the term of this contract.
16. Building should have a minimum of three (3) fire extinguishers or amount required by the City Fire Code under federal, state local and building codes and regulations. Floor area exits of Exit access doorways must comply with the City Fire Code under Federal state and local Building codes and regulations.
17. The guest parking lot shall consist of a minimum of forty (40) parking spaces with a minimum of two (2) designated handicapped parking with the shortest accessible route, a ramp should be available leading to the building. Building access must comply with American Disability Act Parking Requirements.
18. The building should be well insulated with ERA rating of minimum of eleven (11).

Requirements:

1. Lessor will maintain liability insurance on the building throughout the term of contract plus insure building for fire, accident and natural disaster. A Certificate of Insurance shall be submitted to Hidalgo County for approval prior to rental services being performed by Lessor hereunder. Lessor shall maintain liability insurance on the premises, as described and listed in: **Insurance Requirements: See Exhibit "C" attached.**
2. Prior to occupancy or commencement of the lease agreement and every year afterward for the duration of the contract, the Lessor must provide acceptable indoor air quality. The quality of the air in and occupied enclosed space that is within an established temperature and comfort zone and which does not contain air contaminants in sufficient concentration to produce a negative impact on the health and comfort of the occupants.

EXHIBIT B
HIDALGO COUNTY
LEASE of OFFICE SPACE IN THE CITY OF EDINBURG
to HOUSE THE 430th DISTRICT COURT OFFICES
C-13-055-01-22

Must be present at all times. Established temperature and relative humidity comfort zones are defined as:

- Temperatures must be maintained between 68 and 76 degrees Fahrenheit depending on the season (winter 68-73; summer 73-76); relative humidity levels must be maintained between 30% and 55%, with the humidity level not less than 30% and not to exceed 55%.
 - Hidalgo County reserves the right to review the Indoor Quality Test results.
3. Lessor must charge by the square foot for the rental space.
 4. The Lessor will ensure that the toilets, water, faucets, air conditioning/ heating etc. within the building are working properly before and during the rental of the building and will provide all up keep and maintenance under the contract.
 5. Lessor will provide the legal description of the property along with a proposed "Floor Plan Layout" of the building.

Terms and Conditions:

1. Term of lease shall be for a period of two (2) years and shall include the County's option to renew Lease Agreement for an additional two (2) one (1) year terms, under the same rates, terms and conditions. Lease will have a sixty (60) day cancellation clause.
2. Hidalgo County reserves the right to continue this lease for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in re-location of department.
3. Property Insurance policy 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 purpose.

Initial Two (2) Year term:

Charge for "Lease of Office Space in the City of Edinburg (430th District Court)" as requested, but not limited to, in the Specifications as listed Exhibit "B" of this document and under the terms and conditions described for the initial two (2) year term of the contract with the County's sole discretion to extend for an additional two (2) one (1) year terms under the same rate, terms and conditions.

EXHIBIT B
HIDALGO COUNTY
LEASE of OFFICE SPACE IN THE CITY OF EDINBURG
to HOUSE THE 430th DISTRICT COURT OFFICES
C-13-055-01-22

Price at \$ 1.20 per square foot.

Sq. ft of proposed office building 5508

Total monthly cost \$ 6,609.60

Proposed (address) Location: 111 SOUTH 9TH, Edinburg, TX. 78539 (zip code)

BIDDER / COMPANY NAME: JOSE E. GARCIA

ADDRESS: 4401 NORTH McCOLL

CITY: McAllen STATE: TX ZIP CODE: 78504

PHONE No: 630-0081 FAX No. 664-1662 CELL No. _____

AUTHORIZED SIGNATURE: Jose E. Garcia

PRINTED NAME: JOSE E. GARCIA

TITLE: OWNER

EXHIBIT "C"
INSURANCE CERTIFICATE

Commercial Certificate of Insurance



FARMERS

Agency
 Name • Lyra Salazar
 & • 1727 W University Dr
 Address • Edinburg, TX 78539-2824
 • 956-381-4300

Issue Date (MM/DD/YY) 11/21/2012

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 shown below.

St. 19 Dist. 42 Agent 380

Companies Providing Coverage:

Insured
 Name • GARCIA, JOE E.
 & • SEE E0002
 Address • 4301,4303,4305 & 4311 N MCCOLL
 • MCALLEN, TX 78504

- Company A Truck Insurance Exchange
Letter
- Company B Farmers Insurance Exchange
Letter
- Company C Mid-Century Insurance Company
Letter
- Company D _____
Letter

Coverages

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.

Co. Ltr.	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Policy Limits	
A	General Liability ✕ Commercial General Liability ✕ - Occurrence Version Contractual - Incidental Only Owners & Contractors Prot.	605058020	11/23/2012	11/23/2013	General Aggregate Products-Comp/OPS Aggregate Personal & Advertising Injury Each Occurrence Fire Damage (Any one fire) Medical Expense (Any one person)	\$ 4,000,000 \$ 2,000,000 \$ 2,000,000 \$ 2,000,000 \$ 100,000 \$ 5,000
	Automobile Liability All Owned Commercial Autos Scheduled Autos Hired Autos Non-Owned Autos Garage Liability				Combined Single Limit Bodily Injury (Per person) Bodily Injury (Per accident) Property Damage Garage Aggregate	\$ \$ \$ \$ \$
	Umbrella Liability				Limit	\$
	Workers' Compensation and Employers' Liability				Statutory Each Accident Disease - Each Employee Disease - Policy Limit	\$ \$ \$

Description of Operations/Vehicles/Restrictions/Special items:

111 S 9TH STREET EDINBURG, TX 78539

Certificate Holder

Name • HIDALGO COUNTY
 & • 2812 S BUSINESS HWY 281
 Address • EDINBURG, TX 78539

Cancellation

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

LYRA SALAZAR
 Authorized Representative

January 22, 2013



REGULAR MEETING - JANUARY 22, 2013

**MEMBERED, that on this 22nd day of January A.D., 2013, there was begun and
LAR MEETING of the Honorable Commissioners' Court of Hidalgo County,
in the following members thereof were present, to-wit:**

HONORABLE RAMON GARCIA	HIDALGO COUNTY JUDGE
HONORABLE A.C.CUELLAR, JR.	COMMISSIONER, PRECINCT NO. 1
HONORABLE HECTOR "TITO" PALACIOS	COMMISSIONER, PRECINCT NO. 2
HONORABLE JOE M. FLORES	COMMISSIONER, PRECINCT NO. 3
HONORABLE JOSEPH PALACIOS	COMMISSIONER, PRECINCT NO. 4

**and ARTURO GUAJARDO, JR., COUNTY CLERK & EX-OFICIO CLERK OF THE
COMMISSIONERS' COURT of Hidalgo County, Texas, wherein the following proceedings
were had, to-wit:**



AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
January 22, 2013
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a REGULAR MEETING of the Commissioners' Court will be held at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call**
All members of the Court were counted present.
2. **Pledge of Allegiance**
Judge Garcia led the Court and Audience in reciting the Pledge of Allegiance.
3. **Prayer**

Virginia Townsend led the Court and Audience in Prayer.
4. **Approval of Consent Agenda**
The Court moved to approve the Consent Agenda.
5. **Open Forum**
-Virginia Townsend requested the Court to change the meeting times, disagreed with the various increases in departments, expressed concerns/clarifications with the vendor Dannenbaum.
-Fern McLaugherty expressed concerns on setting of salaries for various positions and Step & Grade.
-Opal Billman expressed concerns with fraud pertaining to her property and her false imprisonment.
6. **Budget & Management - Sergio Cruz:**
 - A. Discussion, consideration, and possible action on proposed policy restricting salary schedule changes after budget adoption proceedings.

On motion by COMMISSIONER, PCT. 3 JOE M. FLORES, seconded by COMMISSIONER, PCT. 4 JOSEPH PALACIOS , the Court made a UNANIMOUS vote of approval with the exception of the District Attorney's Office Professional Personnel and other departments that the Court does not set their Budget, subject to legal review.

Vote: 5 - 0 - Unanimously

b. Approval of salary schedule(s).

On motion by COMMISSIONER, PCT. 3 JOE M. FLORES, seconded by COMMISSIONER, PCT. 4 JOSEPH PALACIOS, the Court made a UNANIMOUS vote to approve items 22.B.3.a.1-6 & b.

Vote: 5 - 0 - Unanimously

23.

Purchasing Department - Marty Salazar:

Notes:

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

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

A. Hidalgo County

1. **Presentation for acceptance and approval of Current inter-local(s) and/or contract(s) for the "Housing of Inmates"**
2. **Presentation for discussion, consideration and action**
Including, but not limited to, the following items in connection with New Adult Detention Center:
 - a) Detention Facility Law Enforcement Center Design- Build Contract with including action regarding Landmark Application for payment, final punch list and release of retainage
 - b) Construction of additional pod(s)
 - c) Selection and engagement of an architect for the construction of additional pods

NO ACTION taken on items 23.A.1 & 2.a, b & c.

3. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (a) (6) any land or right-of-way;

On motion by COMMISSIONER, PCT. 3 JOE M. FLORES, seconded by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR., the Court made a UNANIMOUS vote to approve the exemption.

Vote: 4 - 0 - Unanimously



a. Approval to enter into a lease agreement (subject to legal's final review) between Hidalgo County and Joe E. Garcia for the purpose of housing the "Lease of Office Space in the City of Edinburg to House the 430th District"

Court and/or Other County Offices" in a building located at 323 West Cano, Edinburg, Texas for an initial term of (2) two years with the County's sole option to renew and extend two (2) additional one (1) year terms; or in the alternative and not recommended for action by Purchasing;

On motion by COMMISSIONER, PCT. 3 JOE M. FLORES, seconded by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval in the amount of \$1.20 per square foot, with approval subject to Exhibits A & D.

Vote: 4 - 0 - Unanimously

b. Requesting authority to exercise the second (2nd) & final one (1) year extension (as provided in the current lease agreement) for the "Lease of Office Space in the City of Edinburg to House the 430th District Court and/or Other County Offices" (under the same rates, terms and conditions) with the Honorable Joe E. Garcia in connection to Lease Agreement# E-12-063-01-24 (C-10-346-01-25), effective, February 01, 2013;

NO ACTION taken on this item.

4. Presentation for discussion, consideration and approvals in connection with: Bank Depository and/or Remittance Processing (Lockbox) Agreement including but not limited to, the following:

a. Authority to Advertise Bank Depository and/or Remittance Processing (Lockbox) Agreement pursuant to Texas Local Government Code, Chapter 116 (Vernon 1988 and Supp. 1999), "Depositories for County Public Funds" (copies of Chapter 116 and proposed ad copy attached hereto);

On motion by COMMISSIONER, PCT. 3 JOE M. FLORES, seconded by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

Vote : 3- 0 - Unanimously

b. Approval of the proposed advertising dates for Bank Depository and/or Remittance Processing (Lockbox) Agreement Specifications Packets subject to legal review and therefore the publication dates proposed are:

1. January 26, February 02 and February 09 with acceptance date for bank of applications/proposals/bids at CC Agenda Meeting of February 26, 2013; or,

NO ACTION taken on this item.

2. February 02nd, 09th and 16th with acceptance date for bank of applications/proposals/bids at CC Agenda Meeting of March 05, 2013 pursuant to 116.

On motion by COMMISSIONER, PCT. 3 JOE M. FLORES, seconded

AI-47489

Purchasing Department 11. G.

CC CONSENT

Meeting Date: 12/02/2014

Submitted For: Raul Silguero

Submitted By: Carlos Jasso, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Approval of payment for Invoice #2014-0166 in the amount of \$2,507.35 for professional services, submitted by ERO Architects through Contract C-13-096-07-09 for the Pct 2 Equipment & Maintenance Facility.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1342-431-00-122-053-0-720/739

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funding available through PO# 701374 in the amount of \$2,507.35.

Attachments

Invoice #214-0166

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	11/24/2014 11:06 AM
Budget & Management	Debbie Tamez	11/24/2014 11:25 AM
Glinda Pacheco	Glinda Pacheco	11/24/2014 11:56 AM
Auditor's Office	Monica Badillo	11/26/2014 03:58 PM
Form Started By: Carlos Jasso		Started On: 11/19/2014 09:38 AM
Final Approval Date: 11/26/2014		



McAllen, TX 78501
 Tel.#956-661-0400 Fax#956-661-0401
 300 S. 8th Street

Invoice

Date	Invoice #
10/27/2014	2014-0166

Bill To
Mr. Hector "Tito" Palacios Hidalgo County Pct 2 300 West Hall Acres, Ste. G Pharr, TX 78577

P.O. No.	Terms	Project
701374	Net 30	13012-Pct 2 New Vehicle Maint Facility

5.25% of \$1,585,000 = \$83,212.51 Contract Fee

Project Phase	Fee by Pha...	Prev. Billed	% Prev. Bill...	% This Bill	Total % Billed	Inv. Amt.
Construction Documents Phase (40%)	2,457.00	2,457.00	100.00%	0.00%	100.00%	0.00
Bidding/Negotiation Phase (5%)	307.13	307.13	100.00%	0.00%	100.00%	0.00
Construction Admin. Phase (18%)	1,105.65	743.76	67.27%	16.74%	84.01%	185.09
Project Close-Out/Warranty Phase (2%)	122.85			0.00%	0.00%	0.00
Alt. No. 3 - Site Lighting - 5.25% of \$28,000 = \$1,470.00						
Schematic Design (15%)	220.50	220.50	100.00%	0.00%	100.00%	0.00
Design Development Phase (20%)	294.00	294.00	100.00%	0.00%	100.00%	0.00
Construction Documents Phase (40%)	588.00	588.00	100.00%	0.00%	100.00%	0.00
Bidding/Negotiation Phase (5%)	73.50	73.50	100.00%	0.00%	100.00%	0.00
Construction Admin. Phase (18%)	264.60	177.99	67.27%	16.74%	84.01%	44.29
Construction Admin. Phase (2%)	29.40			0.00%	0.00%	0.00

HIDALGO COUNTY
 PRECINCT NO. 2

2014 NOV 5 AM 11 12

Total	\$2,507.35
--------------	------------

INVOICE RECEIVED BY: May ON 11/4/14
 GOODS/SERVICES RECEIVED BY: _____ ON _____

PO # <u>701374</u>
<u>4-1342-431-00-122-053-0-720/739</u>
Req # <u>239750</u>

720: # 2,277.97

739: # 229.38



McAllen, TX 78501
 Tel.#956-661-0400 Fax#956-661-0401
 300 S. 8th Street

Invoice

Date	Invoice #
10/27/2014	2014-0166

Bill To
Mr. Hector "Tito" Palacios Hidalgo County Pct 2 300 West Hall Acres, Ste. G Pharr, TX 78577

P.O. No.	Terms	Project
701374	Net 30	13012-Pct 2 New Vehicle Maint Facility

5.25% of \$1,585,000 = \$83,212.51 Contract Fee

Project Phase	Fee by Pha...	Prev. Billed	% Prev. Bill...	% This Bill	Total % Billed	Inv. Amt.
MAINT. BLDG. - 5.25% of \$1,220,000 = \$64,050 Contract Fee						
Schematic Design (15%)	9,607.50	9,607.50	100.00%	0.00%	100.00%	0.00
Design Development Phase (20%)	12,810.00	12,810.00	100.00%	0.00%	100.00%	0.00
Construction Documents Phase (40%)	25,620.00	25,620.00	100.00%	0.00%	100.00%	0.00
Bidding/Negotiation Phase (5%)	3,202.50	3,202.50	100.00%	0.00%	100.00%	0.00
Construction Admin. Phase (18%)	11,529.00	7,755.56	67.27%	16.74%	84.01%	1,929.95
Project Close-Out/Warranty Phase	1,281.00			0.00%	0.00%	0.00
Alt. No. 1 - Exterior Storage - 5.25% of \$220,000 = \$11,550 Contract Fee						
Schematic Design (15%)	1,732.50	1,732.50	100.00%	0.00%	100.00%	0.00
Design Development Phase (20%)	2,310.00	2,310.00	100.00%	0.00%	100.00%	0.00
Construction Documents Phase (40%)	4,620.00	4,620.00	100.00%	0.00%	100.00%	0.00
Bidding/Negotiation Phase (5%)	577.50	577.50	100.00%	0.00%	100.00%	0.00
Construction Admin. Phase (18%)	2,079.00	1,398.54	67.27%	16.74%	84.01%	348.02
Project Close-Out/Warranty Phase (2%)	231.00			0.00%	0.00%	0.00
Alt. No. 2 - COVERED PARKING - 5.25% of \$117,000 = \$6,142.50 Contract Fee						
Schematic Design (15%)	921.38	921.38	100.00%	0.00%	100.00%	0.00
Design Development Phase (20%)	1,228.50	1,228.50	100.00%	0.00%	100.00%	0.00

Total

AI-47373

Purchasing Department 11. H.

CC CONSENT

Meeting Date: 12/02/2014

Submitted By: Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Judge's Office:

Requesting authority to enter into a new 36-month (capital) lease copier agreement for a TASKalfa 3051ci PKG A through our membership/participation with (DIR) Department of Information Resources awarded vendor, Kyocera Mita America, Inc. / Nevill Business Machines, Inc., D/B/A: Nevill Imaging Solutions contract DIR-SDD-1664 through Requisition #266441 in the amount of \$136.72/month-equipment, B/W impressions @ \$44.20/month-service-overages @ \$.0068 each & color impressions @ \$78.00/month-service-overages @ \$.039 with a total of \$258.92/month, effective upon approval.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1100-413-00-110-006-0-780

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?: No

BUDGETARY IMPACT:

FISCAL YEAR: 2014

ACCT. #: 4-1100-413-00-110-006-0-432

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?: No

BUDGETARY IMPACT:

FISCAL YEAR: 2014

ACCT. #: 4-1100-413-00-110-006-0-601

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?: No

BUDGETARY IMPACT:

Attachments

Requisition

Quote

Web Price

Auditor's Approval

Capital Log Sheet

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	11/24/2014 11:14 AM
Budget & Management	Debbie Tamez	11/24/2014 11:16 AM
Obdett Calzada	Obdett Calzada	11/25/2014 04:58 PM
Budget & Management	Debbie Tamez	11/26/2014 07:57 AM
Auditor's Office	Monica Badillo	11/26/2014 03:58 PM

Form Started By: Matilde Faz
Started On: 11/12/2014 03:08 PM
Final Approval Date: 11/26/2014

Requisition

Req # 00266441

PO #

Date: 11/04/14

Consent
 #47373
 12/2/14

Bill To: x
x

Vendor: 341126
 KYOCERA MITA AMERICA, INC.
 225 SAND ROAD
 FAIRFIELD NJ 07004
 FAX (409)751-6215

Ship To: COUNTY JUDGE
 100 E. CANO STREET
 2ND FLOOR
 EDINBURG TX 78539

Contact: Sandra De Leon
 956-318-2600

Contract No: DIR-SDD-1664

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	MONTH	***JUDGE'S OFFICE*** DIR-SDD-1664 DO NOT DUPLICATE ORDER CO NEW 36 month capital lease copier for: TASKalfa 305 I ci PKG A (1) AK-731 (1) DF-770 (c) (1) DP-770 (B) (1) Copier Stand	136.72	136.72
1.00	MONTH	CO 6,500 B&W copies & 6,501 + excess at .0068 each	44.20	44.20
1.00	MONTH	CO 2,000 color copies & 2,001 + excess at .039 each	78.00	78.00
1.00	LOT	CO Overages	100.00	100.00
		Account No		
		4-1100-413-00-110-006-0-432	122.20	
		4-1100-413-00-110-006-0-601	100.00	
		4-1100-413-00-110-006-0-780	136.72	
			Freight	.00
			Total	358.92
		Maintenance includes all parts and labor including: toner, developer and drums.		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____



Nevill Document Solutions
 601A Nolana Loop
 McAllen, TX 75006
 Phone (956) 630-2100
 Fax (956) 631-1709
 www.nevillsolutions.com

Friday, September 05, 2014

Irma Saenz
 Hidalgo County Judge
 302 W University
 Edinburg, TX 78539

This program is designed exclusively for you.

CONTRACT #: DIR-SDD-1664

Proposed Solution / Investment

QTY	Recommended Model	Nevill Pricing	TEXAS DIR Pricing
1	TASKalfa 3051ci PKG A	\$3,757.62	\$6,087.00
1	AK-731	\$75.00	\$97.00
1	DF-770@	\$650.00	\$933.00
1	DP-770(B)	INCLUDED	INCLUDED
1	Copier Stand	INCLUDED	INCLUDED

Nevill Investment

\$136.72

(4482.62 x 0.0305 =
 Copier Base \$136.72)

\$4,482.62

Cash

Investment Term

36 month Program

Cash Option

Nevill's Platinum Level Service

B&W 44.20
CLR 79.00
23.00

Your Nevill Plan is as Follows:

\$122.20 per month
 Includes:
 6,500 B&W Copies
 2,000 Color Copies
 .0068 B/W Copies
 .039 Color Copies

258.92/mo.

Our smart device (NK) maintenance includes all parts and labor including: toner, developer and drums (this program excludes paper and staples). In addition, all preventative maintenance and firmware upgrade calls are made as required by manufacturer's standard. We will provide *Nevill Knowledge* at no additional charge to ensure automated meter reading, monitoring of toner levels, and service alerts for the best level of service.

Nevill agreements can be provided on a per image plan with no base, separate monthly or quarterly agreements, or included as one simple payment with your NFL lease agreement.

On behalf of the entire Nevill staff, we would like to thank you for the opportunity to earn your business. Please contact me if you have any questions or need any additional information at (956) 630-2100.

Roberto Arteaga
 Nevill Imaging Solutions

 Signature – Customer Acknowledgement



See *TEX-AN statewide communications solutions* for wireless, voice, and data services and the *Capitol Complex Telephone System (CCTS)* or visit the *Telecom Services Catalog*

Contracts

Search By = Contract Number, Search Criteria = 1664

Total Results = 1

<u>Contract Number</u>	<u>Vendor Name</u>	<u>Hub Type</u>
DIR-SDD-1664	Kyocera Document Solutions America, Inc.	Non HUB

- [Capitol Complex Directory](#)
- [Statewide Search](#)
- [Sponsored Sites](#)
- [Planned Procurement Schedule](#)

- [Document Library](#)
- [SAO Fraud Reporting](#)
- [Homeland Security](#)
- [Texas Veterans Portal](#)

- [FAQs](#)
- [Site Policies](#)
- [Site Map](#)
- [Job Postings](#)

Dept. of Information Resources
300 W. 15th St. Ste. 1300
Austin, TX 78701 [MAP](#)
(512) 475-4700



< [Return to search results](#) < [Return to Main Search](#)

Kyocera Document Solutions America, Inc.

URL	Vendor Website	DIR Contract Number	DIR-SDD-1664
Vendor ID	1952819506801	Contract Term End Date	5/10/2015
HUB Type	Non HUB	Contract Exp Date	5/10/2015

Kyocera Document Solutions America, Inc.

Contact	John Green	DIR
Phone	(281) 251-1486	Contact Deana Loe
Fax	(973) 882-4411	Phone (512) 463-0687
		Fax (512) 475-4759

How to Order

1. For product and pricing information, visit the [Kyocera Document Solutions America, Inc.](#) website or contact [John Green](#) at (281) 251-1486.
2. Generate a purchase order, made payable to Kyocera Document Solutions America, Inc.. You must reference the DIR Contract Number **DIR-SDD-1664** on your purchase order.
3. E-mail or Fax your purchase order and quote form to your designated vendor sales representative.

Contract Overview

[Get Adobe Reader](#)

Contract: [DIR-SDD-1664](#)

[Standard Terms and Conditions PDF - 427 KB](#)

This appendix contains the standard DIR Terms and Conditions for the contract as of the date identified. Any initial exceptions to these Terms will be contained in the original contract. All subsequent changes or updates to the Terms and Conditions will be reflected in contract amendments.

[HUB Subcontracting Plan \(HSP\) PDF - 363 KB | Updated 02/10/2012](#)

The purpose of the HUB Program is to promote full and equal business opportunities for all businesses in State contracting in accordance with the goals specified in the State of Texas Disparity Study. The HSP identifies all authorized resellers and/or all subcontractors performing services.

[Pricing PDF - 27 KB | Updated 05/19/2011](#)

Pricing for available products and/or services under this contract are limited to those identified in the appendix.

[Electronic and Information Resources \(EIR\) Accessibility](#)

Information regarding Electronic and Information Resources (EIR) accessibility of this vendor's offerings is included in the contract. Agencies purchasing products or services are responsible for complying with Texas EIR Accessibility statute and rules, as defined in TGC 2054 Subchapter M, 1TAC 206, and 1 TAC 213. For additional information, visit the Vendor Website or contact the vendor directly.

< [No thanks, return to search](#)

Available Brands

Kyocera Mita

Available Products & Services

Lease Agreement - Printers Copiers Scanners - MFP
Maintenance - Printers Copiers Scanners - MFP
Multifunction
Printers

Additional Contract Information

- [Appendix D, Service Agreement](#) (167 KB)
- [Appendix E, Master Operating Lease Agreement](#) (182 KB)
- [Appendix F, Master Lease Agreement](#) (209 KB)
- [Copystar Dealers](#) (84 KB)
- * [Kyocera Dealers](#) (86 KB)
- [Amendment 1](#) (152 KB)

Reseller Vendor Contacts

There are no resellers associated with this contract

[Capitol Complex Directory](#)
[Statewide Search](#)
[Sponsored Sites](#)
[Planned Procurement Schedule](#)

[Document Library](#)
[SAO Fraud Reporting](#)
[Homeland Security](#)
[Texas Veterans Portal](#)

[FAQs](#)
[Site Policies](#)
[Site Map](#)
[Job Postings](#)

Dept. of Information Resources
 300 W. 15th St. Ste. 1300
 Austin, TX 78701 [MAP](#)
 (512) 475-4700

Mineral Wells

BENNETT OFFICE SUPPLY & EQUIPMENT (1, 2, 3, 4)

400 N. Oak Avenue
Mineral Wells, TX 76067
(940) 325-1344



McAllen

NEVILL BUSINESS MACHINES, INC., D/B/A: NEVILL IMAGING SOLUTIONS (1, 2, 3, 4)

601A East Nolana Loop
McAllen, TX 78504
(956) 630-2100

Nederland

HERNANDEZ OFFICE SUPPLY (1, 2, 3, 4)

119 17th Street
Nederland, TX 77627
(409) 724-0135

Pflugerville

CORPORATE DIGITAL TECHNOLOGY SYSTEMS, LLC (1, 2, 3, 4)

13419 A Immanuel, Suite 1
Pflugerville, TX 78660
(512) 251-8228

Richland Hills

NEVILL BUSINESS MACHINES, INC., D/B/A: NEVILL IMAGING SOLUTIONS (1, 2, 3, 4)

7341 Airport Freeway
Richland Hills, TX 76118
(817) 595-2255

Roanoke

GLOBAL SERVICES (1, 2, 3, 4)

3914 Gattis School Rd., Suite 104
Round Rock, TX 78664
(512) 990-2679

San Angelo

CTWP, D/B/A: HAYDAY, INC. (1, 2, 4)

1821 Industrial Avenue
San Angelo, TX 76904
(915) 658-1507

San Antonio

BIZDOC, INC. (1, 2, 3, 4)

118 W. Nakoma
San Antonio, TX 78216
(210) 545-5959

CTWP, D/B/A: HAYDAY, INC. (1, 2, 4)

4240 Centergate
San Antonio, TX 78217
(210) 590-2897

DAHILL INDUSTRIES (3)

655 Richland Hills Drive #125
San Antonio, TX 78245
(210) 805-8200

San Marcos

BIZDOC, INC. (1, 2, 3, 4)

3700 Highway 123
San Marcos, TX 78666
(512) 754-8217

copiers/MFPs

How to Order or Obtain Quote

Return to DIR Website For the Contract

Join the DIR Program

Additional product information

KYOCERA Document
Solutions America, Inc.
225 Sand Road
Fairfield, NJ 07004

National Acct. Manager

John Green

Phone: (713) 725-6172

john.green@da.kyocera.com

TCO Tracker™



Kyocera is not responsible for typographical errors. Designs and specifications subject to change without notice. Photos are for illustration only, and may contain optional accessories not included in specific product configurations.

Copiers/MFPs

How to Order or Obtain Quote

Return to DIR Website For the Contract

About the DIR Program

[additional product information](#)

KYOCERA Document Solutions
America, Inc.
225 Sand Road
Fairfield, NJ 07004

National Acct. Manager
John Green
Phone: (713) 725-6172
john.green@da.kyocera.com

TCO Tracker™

Package	Purchase Price	Monthly Base Charge	Copies Included	Excess Copy Charge
TASKalfa 3051ci PKG A	\$6,087.00	\$48.75	6,500	\$ 0.0075
		Color Charges	2,000	\$ 0.0455

Please contact John Green for current promotional pricing!

TASKalfa3051ci	30/30 P.P.M. Digital A3 Color MFP
DP-772	Dual Scan Document Processor (DSDP)
Copier Stand	Stand (Venus)
TK-8307K toner (black)	Toner (25,000 yield)
TK-8307Y toner (yellow)	Toner (15,000 yield)
TK-8307M toner (magenta)	Toner (15,000 yield)
TK-8307C toner (cyan)	Toner (15,000 yield)

Functions: Standard Network Print, Scan, Copy and Document Box
Speed: 30/30 PPM

Resolution: 600 x 600 dpi, 9600 x 600 dpi interpolated / 8 bit color depth

Paper Supply: 1,150 Sheets



[click here for additional product information](#)

Accessories

Accessory	Description	Purchase Price
DP-770(B)	100 sheet Reversing Automatic Document Processor	\$860.00
DP-772	Dual Scan Document Processor (DSDP)	\$1,091.00
DF-770(C)	1,000 Sheet Staple Finisher- (Requires AK-731)	\$933.00
DF-790(C)	4,000 Sheet Staple Finisher	\$1,515.00
PF-730(B)	500 Sheet x 2 Drawers	\$781.00
PF-740(B)	1,500 Sheet x 2 Drawers	\$836.00
PF-770	3,000 Large Capacity Drawer	\$860.00
PH-7A	Punch Unit for DF-790	\$406.00
BF-730	Booklet Folder and Tri Folding for DF-790	\$909.00
MT-730(B)	Mail Box for DF-790(C)	\$606.00
AK-731	DF-770(C)/DF-790(C) Attachment Kit	\$97.00
JS-731	Outer Job Separator	\$115.00
JS-732	Inner Job Separator (can not be install with DF-790(C)/DF-770(C))	\$115.00
Fax System (W)B	Fax System	\$700.00
Keyboard Holder (B)	Keyboard Tray Kit	\$69.00
Internet Fax(A)	Internet Fax Kit (requires Fax System (W)B)	\$182.00
Data Security (E)	Data Security	\$362.00
Printed Document Guard Kit (A)	Print Document Guard Kit	\$700.00
Printing System (13)	EFI FIERY Controller w/ Spot-On (requires Printing System Interface Kit (A))	\$2,764.00
Printing System Interface Kit (A)	Interface Kit for Printing System (13), including mounting kit and circuit board	\$455.00
UG-34	Optional Printer Emulation for IBM Prorinter, Epson LQ-850, Diabro 630	\$339.00
Card Reader Holder (E)	HID Card Reader Holder for Card Authentication Kit(B)	\$54.00
IB-50	Gigabit Ether Net Board	\$268.00
MM-16-128	128MB Fax Memory Board	\$121.00
DT-730	Original Hard Copy Holder	\$27.00
Netgard MFD	CAC Netgard MFD (Scan Block ONLY Network Connection)	\$937.00
MFP Interface Cable	MFP Interface Cable (required for Full Scan, Copy & Fax Locking Capability)	\$41.00
Parts Key Counter Wire		\$0.00

Platen Cover Type E
Copier Stand
Surge Protector

Parts Key Counter Wire (Required for full Scan, Copy & Fax locking capability)
Platen Cover Type E
Stand (Venus)
15 Amp Surge Protector Item #82143015

\$70.00
\$216.00
\$137.00

© 2014 KYOCERA Document Solutions America, Inc.

Zimbra

rudy.salinas1@co.hidalgo.tx.us

RE: Neville - Kyocera's Verification Status

From : Elizabeth Cano <elizabeth.cano@auditor.co.hidalgo.tx.us>

Thu, Sep 11, 2014 11:06 AM

Subject : RE: Neville - Kyocera's Verification Status**To :** 'Rudy Salinas' <rudy.salinas1@co.hidalgo.tx.us>, 'arcy duran' <arcy.duran@auditor.co.hidalgo.tx.us>**Cc :** 'Martha Salazar' <martha.salazar@co.hidalgo.tx.us>, 'Darlene H. Betancourt' <darlene.betancourt@co.hidalgo.tx.us>

Good morning Mr. Salinas,

You may proceed with the lease agreement for the Judge's Office.

Elizabeth Cano

From: Rudy Salinas [mailto:rudy.salinas1@co.hidalgo.tx.us]**Sent:** Wednesday, September 10, 2014 4:24 PM**To:** Elizabeth Cano; arcy duran**Cc:** Martha Salazar; Darlene H. Betancourt**Subject:** Fwd: Neville - Kyocera's Verification Status

Good afternoon!

I have provided the attached comparison chart demonstrating that we are being offered best value on the Kyocera copier proposal to the Judge's Office. While their lease rate factor (monthly price) might not be published on the DIR Contract, it's well within and in most cases better than what other copier companies are offering.

Please advise,

Rudy Salinas

Purchase Order Specialist III

Phone: 292-7000 Ext: 4875

From: "Rudy Salinas" <rudy.salinas1@co.hidalgo.tx.us>**To:** "Elizabeth Cano" <elizabeth.cano@auditor.co.hidalgo.tx.us>**Sent:** Tuesday, September 9, 2014 2:47:17 PM**Subject:** Neville - Kyocera's Verification Status

Ms. Cano, good afternoon!

Just wanted to follow up with you regarding our meeting regarding a Kyocera copier for Judge's Office. Has a decision been reached?

Thanks,

Rudy Salinas

Copier Lease Plan Comparison Chart 2014

Mfr.	Copier Model	Contract No.	Monthly Cost	Base Equipment Cost	End Of Term Total Payback	End Of Term Payback Interest	% Over Equipment Cost
Kyocera	3051ci	DIR-SDD-1664	\$136.72	\$4,482.62	\$4,921.92	\$439.30	9.8%
Ricoh	MPC4503	DIR-SDD-1674	\$169.44	\$5,555.00	\$6,099.84	\$544.84	9.8%
Xerox*	W5855APT	13/051DG-02	\$140.16	\$5,886.76	\$6,727.68	\$840.92	14.3%
Canon	IR-C5235	DIR-SDD-1662	\$298.73	\$7,369.00	\$10,754.28	\$3,385.28	45.9%

Xerox = 48 Month Term (All others = 36 month term)

*8/8- Met w/ Liz
 Will get w/ Arey
 & will let me know.
 9/11/14- Approved as substitute
 for direct price verification
 of lease rate factor.
 Approved by Liz Cano*

	A	E	H	I	J	K	L	M	N	O	P	Q	R	S	T
49	5/27/2014	90	DISTRICT CLERK	254421	407-12		PITNEY BOWES	\$270.00	N	N	48	60	\$12,960.00	\$12,595.00	Capital Lease
50	5/27/2014	200	IT DEPT	254822	DIR-1674		Ricoh MPC4503	\$159.94	N	N	36	60	\$5,757.84	\$5,244.00	Capital Lease
51	5/27/2014	10	430th District Court		DIR-1674		Ricoh MPC4503	\$152.38	N	N	48	60	\$7,314.24	\$6,083.00	Capital Lease
52	6/3/2014	350	WIC	258788	DIR-1662		Canon IRC235	\$248.91	N	N	36	60	\$8,960.76	\$8,108.00	Capital Lease
53	6/17/2014	270	HDTA Task	253701	DIR-1662		Canon IRC235	\$226.23	N	N	36	60	\$8,144.28	\$7,369.00	Capital Lease
54	6/17/2014	140	TAX-WESLACO	253829	DIR-1674		RICOH MP5002SP	\$162.97	N	N	36	60	\$5,866.92	\$5,343.00	Capital Lease
55	6/17/2014	140	TAX-COLLECTION	253695	DIR-1674		RICOH SP5200S	\$69.80	N	N	36	60	\$2,568.80	\$2,157.00	Capital Lease
56	6/17/2014	140	TAX-BOOKKEEPING	249861	DIR-1674		RICOH MP5002SP	\$195.57	N	N	36	60	\$7,040.52	\$6,412.00	Capital Lease
57	6/17/2014	140	TAX-FRAUD DEPT	253791	DIR-1674		RICOH SP5200S	\$72.33	N	N	36	60	\$2,603.88	\$2,371.00	Capital Lease
58	7/1/2014	125	Safety Division	258749	DIR-1674		RICOH MPC4503	\$169.44	N	N	36	60	\$6,099.84	\$5,555.00	Capital Lease
60	6/30/2014	140	TAX-WESLACO AUTO	257623	DIR-1674		RICOH MP2553SP	\$101.15	N	N	36	60	\$3,641.40	\$3,316.00	Capital Lease
61	6/30/2014	140	TAX-WESLACO AUTO	257593	DIR-1674		RICOH SP5200S	\$72.33	N	N	36	60	\$2,603.88	\$2,371.00	Capital Lease
62	6/30/2014	140	TAX-MISSION TAX	257595	DIR-1674		RICOH MP2553SP	\$101.15	N	N	36	60	\$3,641.40	\$3,316.00	Capital Lease
63	6/30/2014	160	PURCHASING DEPT	257993	DIR-1674		RICOH MPC4503	\$200.66	N	N	48	60	\$9,631.68	\$7,864.00	Capital Lease
64	8/16/2014	130	ELECTIONS (cancell)	261251	DIR-1674		RICOH PRO 9100	\$548.99	N	N	48	60	\$26,351.52	\$21,916.00	Capital Lease
65	9/4/2014	300	FIRE MARSHAL	262873	DIR-1674		RICOH MPC4503	\$178.67	N	N	36	60	\$6,432.12	\$5,858.00	Capital Lease
66	9/4/2014	300	FIRE MARSHAL	262941	DIR-1674		RICOH SP5200S	\$69.06	N	N	36	60	\$2,486.16	\$2,264.00	Capital Lease
67	9/12/2014	60	JP 2 PL1	261202	DIR-1674		Ricoh MPC4503	\$143.84	N	N	36	60	\$5,178.24	\$4,716.00	Capital Lease
68	9/19/2014	68	JP 4 PL2	263399	DIR-1674		RICOH MPC4503	\$153.43	N	N	48	60	\$7,364.64	\$6,125.00	Capital Lease
69	10/14/2014	1	32nd District Court	262233	DIR-1674		Ricoh MPC4503	\$155.64	N	N	36	60	\$5,603.04	\$5,103.00	Capital Lease
70	10/14/2014	190	Human Resources	262482	DIR-1674		Ricoh MPC4503	\$160.77	N	N	36	60	\$5,787.72	\$5,271.00	Capital Lease
71	8/23/2014	130	ELECTIONS	264695	DIR-1674		Ricoh MP7502SP	\$300.57	N	N	48	60	\$18,651.36	\$14,427.36	Capital Lease
72	10/28/2014		275th District Court		DIR-1674		Ricoh MPC4503	\$155.64	N	N	36	60	\$5,603.04	\$5,103.00	Capital Lease
73	12/2/2014	110	Judge's Office	266441	DIR-1664		TASKalfa 3051ci	\$136.72	N	N	36	60	\$4,921.92	\$4,482.62	Capital Lease
74									N	N		60	\$0.00		
75									N	N		60	\$0.00		
76									N	N		60	\$0.00		
77									N	N		60	\$0.00		
78															

2. Enter values in the mandatory fields (green highlight) are entered and the optional fields (peach highlighted), if available
 3. The results of the test will display in the last column

AI-47490

Purchasing Department 11. I.

CC CONSENT

Meeting Date: 12/02/2014

Submitted For: Martha Salazar

Submitted By: Elena Gomez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e. specifications-requirements, legal notice, draft contract, etc.) due to no bids were recieved for: "Hidalgo County Health and Human Services -Laboratory Services" Bid No. 2014-415-00-00-MEG including the re-advertising of project in the event bids are received and project is still required.

BACKGROUND

Proposed Schedule:

1st advertisement 12/06/14

2nd advertisement 12/13/14

Bid Opening date: 12/24/14

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1293-441-00-340-052-4-339

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?: n

BUDGETARY IMPACT:

Attachments

Legal Notice and Exhibit A

Draft Contract and Legal's approval

Approval of Specs

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	11/24/2014 11:08 AM
Budget & Management	Debbie Tamez	11/24/2014 11:30 AM
Obdett Calzada	Obdett Calzada	11/25/2014 05:00 PM
Budget & Management	Debbie Tamez	11/26/2014 07:59 AM
Auditor's Office	Monica Badillo	11/26/2014 03:58 PM
Form Started By: Elena Gomez		Started On: 11/19/2014 11:05 AM
Final Approval Date: 11/26/2014		

1. Sealed bids will be received for **“HIDALGO COUNTY HEALTH AND HUMAN 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- 2014-415-00-00-MEG- HIDALGO COUNTY HEALTH AND HUMAN 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, month date, 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- 2014-415-00-00-MEG- HIDALGO COUNTY HEALTH AND HUMAN 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 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 and Contract Number (if any)
 - d) Notation "**HIDALGO COUNTY HEALTH AND HUMAN 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 Health & Human Services
 Attn: Eduardo Olivarez, Chief Administrative Officer
 3105 E. Schunior
 Edinburg, Texas 78539
 956-383-6221

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 AM	_____ , 2014
Award of Contract	_____ 2014
Commence Work or Deliver Products	_____ , 2014

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.

DRAFT

Bid
for
HIDALGO COUNTY
HEALTH AND HUMAN SERVICES
“LABORATORY SERVICES”
BID NO.: 2014-415-00-00-MEG

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 Health and Human Services
"LABORATORY SERVICES"
BID NO.: 2014-415-00-00-MEG

Hidalgo County is requesting bidder(s) from firms that can adequately demonstrate that they have the resources, experience and qualifications necessary to provide "*Laboratory Services*" in a timely manner; ensure that such services meet the county standards; ensure quality, yet be cost effective.

The following are the minimum requirements and/or specifications that will be acceptable to the Hidalgo County. These requirements and/or specifications must be **equal or better**, including, but not limited to, the following:

SPECIFICATIONS/REQUIREMENTS.

- 1) All bid prices for items shall take into consideration shipping and handling costs and any other items mentioned on specifications as part of the fixed item price.
- 2) Specimens will be collected by Hidalgo County Staff.
- 3) Provide at least one (1) accessible lab location to refer patients for collection if specimen cannot be collected by Hidalgo County staff (i.e. Edinburg). Laboratory will be responsible for delivery/processing of such specimens when necessary.
- 4) Electronic Lab results are required.
- 5) All certificates, licenses, etc. for laboratory to operate in the State of Texas are required and copies must be submitted with bid. (*Including but not limited to Clinical Laboratory Improvement Amendment (CLIA) 1988 certification*)
- 6) All supplies must be provided to Hidalgo County for all required testing and results must be available and provided within 24 hours.
- 7) Lab must schedule and provide pick up services for all specimens from each facility listed below.

TERMS AND CONDITIONS

1. The initial contract term for this project will be for one (1) year with the County's option to extend for an additional two (2) one (1) year terms.
2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term.
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 advantage to the County.
5. County will seek purchases from state awarded vendors whenever it is, its best interest to do so.
6. Hidalgo County reserves the right to award to one (1) or multiple vendors whichever is more valuable to the County.
7. Hidalgo County reserves the right to add/delete items as it deems to be in the best interest of the County.
8. Hidalgo County reserves the right to add or delete locations as it deems in the best interest of the County.

9. After bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with contract agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful bidder the difference for any additional cost of such item.
10. Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives whenever it is in the County's best interest to do so.
11. All services will be on an "As Needed Basis", there are no set quantities to be requested only approximations.
12. Insurance requirements for this project to be maintained throughout the contract term (Refer to limits on the EXHIBIT "C" for limits).
13. 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.
14. Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Hidalgo County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. Hidalgo County shall act as sole judge in determining equality and acceptability of products offered. These requirements and/or specifications may be equal or better.

LOCATIONS/CLINICS			
HIDALGO COUNTY HEALTH & HUMAN SERVICES			
1)	Edinburg Clinic 3105 E Schunior Edinburg, TX 78539 Phone: (956) 318-2040 Supervisor: Lilia Velasco, R.N.	2)	Mission Clinic 211 N. Schurebach Road Mission, Texas 78572 Phone: (956)585-2461 Supervisor: Ana C. Lopez Garza, R.N.
3)	Elsa Clinic 708 Edinburg St. Elsa, Texas 78543 Phone: (956)262-1141 Supervisor: Elva Murphy, R.N.	4)	Pharr Clinic 300 W. Hall Acres Pharr, Tx Phone: (956)787-1531 Supervisor: Laila De Leon, R.N.
5)	Hidalgo Clinic 702 E. Texano Hidalgo, Texas 78557 Phone: (956)843-7463 Supervisor: Norma Garza, R.N.	6)	Weslaco Clinic 1901 N. Bridge Weslaco, Texas 78596 Phone: (956)969-8332 Supervisor: Laura Reyes, R.N.
7)	McAllen Clinic 300 E. Hackberry McAllen, Texas 785001 Phone: (956)682-6155 Supervisor Victoria Garza, R.N.	8)	Pulmonary Clinic (South Entrance) 1304 South 25 th Ave Edinburg, Texas 78542 Phone: (956)387-0118 Supervisor: Jeanne Salinas

SERVICES REQUIRED:

The vendor shall provide qualified and trained personnel and certified licensed facilities for the laboratory services. Laboratory testing services shall; include, but is not limited to the following services:

Item #	DIAGNOSTIC PROCUDURES
1	ABO and Rh <ul style="list-style-type: none"> • ABO Group • RH Type
2	Accult Blood, Feces
3	Acute Hepatitis Panel <ul style="list-style-type: none"> • Hep A IgM AB • Hep B Core IgM AB • Hep B surf AG w. Conf. • Hep C AB • If Hep B Surface Antigen is positive, then Reflex confirmation will be performed
4	AFB Smear and Culture w/ Susceptibilities
5	Affirm (Trich, G. Vaginalis, Candida)
6	Aerobic Bacterial Culture <ul style="list-style-type: none"> • Reflex Susc. 1 • Reflex Org. ID 1 • Reflex Org. ID 2 • Reflex Susc-2 • Reflex Org. ID 2 • Reflex Susc. 1
7	Amylase
8	Antibody Screen RBC w/Reflex to identification, Titer and Antigen Typing; X# of panels performed; X# of titers performed; X# of antigens performed <ul style="list-style-type: none"> • Reflex Antibody Identification • Reflex Titer • Reflex antigen Typing
9	Antinuclear Antibodies. Results <ul style="list-style-type: none"> • Reflex ANA Titer and Pattern
10	Aspergillosis Immunodiffusion
11	B12 and Folate <ul style="list-style-type: none"> • Vitamin B12 • Folate, Serum
12	Bacterial Vaginosis/Vaginitis (Trich, G. Vaginitis, & Candida)
13	Basic Metabolic Panel
14	BUN <ul style="list-style-type: none"> • Urea Nitrogen (BUN) • BUN Creatinine Ratio
15	Carbamazipine levels
16	CBC w Diff w/ Plt.
17	CBC w Diff w/o Plt.
18	CBC w/ diff and platelets.
19	CBC w/o Diff w Plt.
20	CBC w/o Diff w/o Plt.
21	CD4 Count
22	CEA.
23	Chem 24
24	Chlamydia/GC DNA Probe w/confirmation on positives
25	Chlamydia/GC (out of vial) <ul style="list-style-type: none"> • Chlamydia/GC
26	Chlamydia/GC DNA, SDA Probe/Urine w/confirmation on positives
27	Chlamydia/GC DNA Probe w/out confirmation.
28	Chlamydia/GC DNA, SDA CX Male/Urethra Probe/Urine/ confirmation on positives
29	Cholesterol Total

30	Ck,Total
31	Comp Metabolic Panel
32	Creatinine.
33	24hr. Creatinine Clearance
34	Cult, Campylobacter
35	Culture, Aerob/Anaerobic
36	Cultures (wound and urine)
37	Culture (& Sensitivity)- Wound
	• Reflex Susc-1
	• Reflex Org. ID 1
	• Reflex Org. ID 2
	• Reflex Susc.-2
	• Reflex Org. ID 2
• Reflex Susc 1	
38	Digoxin.
39	Dilantin levels
40	Draw Fee, Psc Spec
41	Drug screens (serum and urine)
42	Electrolyte Panel
43	Eosinophil Ct, (B)
44	Fecal Fat, Qual
45	Fecal Globin by Immunochemistry (FOB)
46	Fecal Leukocyte Stn
47	Ferritin
48	FSH and LH.
	• FSH (Folicie Stimulating Hormone)
	• LH
49	Fungus Culture
	• Culture, Fungus, Blood
50	Fungal CF Panel
51	Genital Culture, Routine
52	Giardia Ag Detection
53	Glucose Gestational Screen 50 Gram
54	Glucose, Plasma
55	Glucose Serum
56	Glucose Tolerance Test (GTT), Gestational 4 specimens 100 grams
57	Group B Strep Colonization Detection Cult/DNA Probe
58	H & H
59	HCG, Beta Subunit, Qual
60	HCG, Beta Subunit, qualitative
61	HCG, Beta Subunit, Quant
62	HCG, Beta Subunit, quantitative
63	Hdl-Cholesterol
64	Helicobacter pylori IgG.
	• Hpylori Breath Test
65	Hematocrit
66	Hemoglobin A1C w/MBG
67	Hemoglobin
	• Hemoglobin
68	Hep A Igm Ab
69	Hepatic Function Panel
70	Hepatitis B Surface Antibody
71	Hepatitis B Surface Antigen
72	Hepatitis B Surface Antigen with confirmation
73	Hepatitis C Antibody
74	Herpes Culture
75	Hgal c.
76	HIV-1 Antibodies
77	HIV-1 Antibodies (HIV Antibody, HIV-1/2m EIA w/Reflex)
78	HIV Western Blot, if HIV positive

79	HIV-2 Antibody EIA if Western Blot positive
80	HIV-2 Antibody Western Blot if HIV-2 Antibody EIA if positive
81	H-pylori
82	H. Pylori (serum)
83	HPV Genotypes 16, 18
84	HPV High Risk
85	Hsv 1/2 Herpeselect
86	HSV ½
87	Iron and IBC
88	Iron, Total & Ibc
89	Lead
90	Lipid Panel
91	Lithium levels
92	Liver enzyme panel
93	Magnesium
94	Maternal Serum Screen 4 (Quad) (Age, hcG, UE3, DIA, ITA)
95	Maternal Serum Screen 5 (Penta)
96	Myoglobin
97	Myoglobin (U)
98	New Born Screening
99	Occult Blood
100	Ova & Parasites
101	Phenytoin
102	Platelet Count
103	Potassium
104	PreGen-Plus
105	Prenatal (OB) Panel Total of 11 tests which include Hept. B, HIV, RPR, & Rubella
106	Prolactin
107	Prothrombin Time (PT)
108	PSA
109	PTT Activated
110	RBC Count
111	Renal Function Panel
112	Rheumatoid Arthritis Factor
113	RPR
114	RPR Titer
115	RPR with reflex to titer & confirmatory testing
116	RPR (Monitor) with Reflex to Titer (without confirmations) • RPR (Diagnosis) with reflex to Titer and Confirmatory
117	RPR (DX) Reflex FTA-ABS
118	Rubella Antibodies, IgG.
119	Sed Rate, Westergren
120	Stat Assay 1
121	Stat Assay 2
123	Stool Culture • Reflex Susc. 1 • Reflex Org.ID 1 • Reflex Org. ID 2 • Reflex Susc 2 • Reflex Org. ID 2 • Reflex Susc. 1
124	Surpath (Liquid pap smear)
125	Surpath Pathology if pap smear abnormal
126	Surpath with CT/GC (out of the vial)
127	Thin Prep Pap Test • Pathology Review if thin Prep is abnormal
128	T3 Uptake
129	T-4 (Thyroxine)
130	T-4 Free
131	Testosterone • Additional Offering Testosterone, total Males

132	Throat, Beta-Hemolytic Strep Cult, Group A.
	• Reflex Susc. 1
	• Reflex Org. ID 1
	• Reflex Org. ID 2
	• Reflex Susc 2
	• Reflex Or. ID 2
133	Thyroid Cascade Profile
	• TSH
	• T4 Free
	• TPO (Thyroid Peroxidase antibodies)
134	Thyroid panel
	• T-3 Uptake
	• T-4 Thyroxine
	• TSH
135	Thyroxine (T4)
136	Total Electrophoresis
137	Total Iron and TIBC
138	Tp Rand (U) W/Creat
139	Triglycerides
140	TSH, 3rd generation
141	TSH
142	TSH with Reflex to Free T4
143	UA, Complete
144	UA.
145	Upper Respiratory Culture, Routine
	• Culture, throat, will reflex to identification & susceptibilities if positive and when appropriate
	• Reflex Susc -1
	• Reflex Org. ID 1
	• Reflex Org. ID 2
	• Reflex susc -2
	• Org. ID 2
• Susc-1	
146	Uric Acid
147	Urinalysis (Microscopic on Positives)
	• Reflex UA Microscopic
148	Urine Culture, Routine. Urine Culture (& Sensitivity), Routine
	• Reflex Presumptive ID
	• Reflex Org. ID 1
	• Reflex Susc. 1
149	Urine, complete
150	Valproic acid levels
151	Valproic Acid
152	VDRL.
153	Vitamin B-12
154	WBC Count
155	WBC Differential

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, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Elena Gomez, Buyer II, Physical: 2802 S. Business Hwy. 281 Postal/Mailing: 2812 S. Business Hwy. 281, New Administration Building, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED via facsimile (956)292-7612 or via e-mail elena.gomez@co.hidalgo.tx.us by no LATER THAN, Wednesday MONTH DATE, 2014 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, MONTH DATE, 2014 by 5:00 p.m. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

DRAFT

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-14-415-00-00

THIS CONTRACT is made and entered into this ___ day of ___, 2014 by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **VENDOR'S NAME** a ___ Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for **“Laboratory Services”** for Hidalgo County Health and Human Services (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of Request for Bid (RFB) Procurement Packet being attached hereto as Exhibits "A" (the “RFB”) and Exhibit "B" respectively, and incorporated herein for all purposes (the "Bid Page"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with RFB, the Commissioners’ Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to locations at **Hidalgo County.** This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.
2. Company hereby promises and agrees to render and provide, during the term of

this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the Department Head, Commissioner, Sheriff or his designated agent. Company agrees in performing the Services that it will use proper professional standards comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning _____ and ending _____, with the County's option to extend for an additional two (2) one (1) year term. Contract may be extended at the sole discretion of County for an additional sixty (60) days, 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 specifically all required licenses and permits, including but not limited to Clinical Laboratory Improvement Amendment (CLIA) 1988 certification 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
 302 W. University Dr.
 Edinburg, TX 78539

If to Company: **COMPANY'S NAME**
 ADDRESS
 CITY, STATE

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the

provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

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

19. **Immunities.** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

In witness where of, the parties have executed this Agreement effective as of the day and year first above written.

COUNTY OF HIDALGO

ATTEST:

By: _____
Ramon Garcia, County Judge

Arturo Guajardo Jr., County Clerk

COMPANY'S NAME

By: _____

Printed Name: _____

Title: _____

APPROVED AS TO FORM:
Atlas & Hall LLP

By: _____
Steve L. Crain

EXHIBIT “A”
REQUEST FOR BIDS (RFB)
PROCUREMENT PACKET

DRAFT

EXHIBIT “B”

BID PAGE

DRAFT

EXHIBIT “C”
CERTIFICATE OF INSURANCE

DRAFT

RE: 2014-320 labortary Services Health Dept

From : Steve Crain <scrain@atlashall.com>

Tue, Aug 26, 2014 04:25 PM

Subject : RE: 2014-320 labortary Services Health Dept**To :** 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

The draft agreement is fine.

From: Rocio Villarreal [<mailto:rocio.villarreal@co.hidalgo.tx.us>]**Sent:** Tuesday, August 26, 2014 12:38 PM**To:** Steve Crain**Subject:** Re: 2014-320 labortary Services Health Dept

Mr. Crain:

As requested, I have added the "Entire Agreement" clause. Please review and approve as to form.

Thank you.

Rocio V.

From: "Steve Crain" <scrain@atlashall.com>**To:** "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>**Sent:** Tuesday, August 26, 2014 11:16:32 AM**Subject:** RE: 2014-320 labortary Services Health Dept

Where is the "Entire Agreement" clause?

From: Rocio Villarreal [<mailto:rocio.villarreal@co.hidalgo.tx.us>]**Sent:** Tuesday, August 26, 2014 10:31 AM**To:** Steve Crain**Subject:** Fwd: 2014-320 labortary Services Health Dept

Mr. Crain:

Can you please review draft service agreement and approve as to form.

Thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER



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

MEMORANDUM

(Approval of Specifications)

TO: ALL DEPARTMENT HEADS

FROM: Elena Gomez, Buyer II *EG*
 Hidalgo County Purchasing Department

DATE: November 20, 2014

RE: Approval or Disapproval of Specifications for: Bid No. -2014-415-00-00-MEG
 Hidalgo County Health and Human Services "LABORATORY SERVICES"

Please review the following SPECIFICATIONS and indicate if they meet all your requirements by selecting APPROVE, DISAPPROVE (or) APPROVED WITH MODIFICATIONS and signing below. If your answer is DISAPPROVE, please make any modifications necessary to the specifications and return the revised copy to the designated Buyer in the Purchasing Department.


If you have any questions, please call me at (956) 318-2626 ext# 4855.

APPROVE <input checked="" type="checkbox"/>	DISAPPROVE <input type="checkbox"/>
APPROVED WITH MODIFICATIONS <input type="checkbox"/>	

FUNDS AVAILABILITY: _____ YES / _____ NO / _____ Other

(Specify) _____

BUDGET ACCOUNT #: 4-1293-441-00-340-052-4-339

	<u>Eduardo Olvera</u>	<u>Health</u>	<u>11/20/14</u>
AUTHORIZED SIGNATURE	PRINT NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: elena.gomez@co.hidalgo.tx.us by no later than Friday, November 21, 2014 @ 10:00 A.M.

Enclosures

AI-47506

Purchasing Department 11. J.

CC CONSENT

Meeting Date: 12/02/2014

Submitted For: Martha L. Salazar

Submitted By: Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to advise and approval of procurement packet (i.e., specifications - requirements, legal notice and Evaluation Criteria) as attached hereto for "**RFQ-2014-270-Substance Abuse Treatment & Primary Care Center**" for Hidalgo County Health and Human Services Department.

BACKGROUND

Attachments

Draft Requirements-270

Departments Approval

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	11/24/2014 11:12 AM
Budget & Management	Debbie Tamez	11/24/2014 11:26 AM
Auditor's Office	Monica Badillo	11/26/2014 03:58 PM
Form Started By: Yolanda Velasquez		Started On: 11/19/2014 04:31 PM
	Final Approval Date: 11/26/2014	

EXHIBIT A

REQUIREMENTS/TERMS AND CONDITIONS

**HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS**

**"SUBSTANCE ABUSE TREATMENT AND PRIMARY CARE
SERVICES FOR ADOLESCENTS"**

RFQ NO: 2014-270-00-00-YZV

Hidalgo County (hereinafter referred to as "COUNTY") is inviting statements of qualifications from qualified firms/vendors to provide "Substance Abuse Treatment and Primary Care Services for Adolescents" for a period of one (1) year with the County's option to renew/extend two (2), one (1) year extensions, at the same rate, terms and conditions. Hidalgo County is seeking to enter into an Operational Lease/Agreement(s) with state-registered (Texas) firm (which will be provided as a draft copy acceptable to Hidalgo County thru an Addendum). Hidalgo County Purchasing Department will receive sealed envelopes containing statements of qualifications for the provision of "**Substance Abuse Treatment and Primary Care Services for Adolescents**"-Request for Qualifications" as specified herein. Statements of qualifications will be accepted until **9:30 A.M., Wednesday _____, 2014. ANY RFQ RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

ADDITIONAL INFORMATION:

Hidalgo County is requesting that "Request For Qualifications" be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Administration Building
2812 S. Business Hwy. 281
Edinburg, Texas 78539

Physical Address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

The Submittal Envelope Must Show the RFQ Number, Name and Acceptance Date.

The following outlines the Request For Qualifications:

SECTION I GENERAL TERMS AND CONDITIONS

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMIL NO LATER THAN Wednesday, MONTH 00, 2014 at 5:00 P.M. at (956) 292-7612, and/or BY EMAIL TO: yolanda.velasquez@@co.hidalgo.tx.us Responses will be sent to all applicants via facsimile by Friday, MONTH 00 , 2014. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

PROPOSER'S AFFIDAVIT:

Prior Contract award, 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:

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably

necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:

Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:

It is the responsibility of the submitter to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or bidding procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:

Hidalgo County requires submitters, when hand delivering RFQ, to make sure that it is stamped with date and time by the County Purchasing staff.

SIGNING OF PROPOSALS/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 CONTRACT:

It is intended that the term of the contract will be for an initial period of one (1) year, with County's option to renew for two (2) additional one (1) year terms, under the same rates, terms and conditions.

The County has the option to extend for sixty (60) day grace period at the end of the contract for unforeseen delays on subsequent contract under the same rates, terms and conditions.

DAVIS BACON ACT: (If Applicable)

All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing 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.

CONTENTS:

The required contents for the RFQ are presented below in the order they should be incorporated into the submitted document.

UNDERSTANDING OF THE PROJECT:

This section should demonstrate the submitter'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:

Hidalgo County Health and Human Services is seeking to contract with a qualified firm(s) for "*Substance Abuse Treatment and Primary Care Services for Adolescents*". Please refer to the "**Additional Requirements, Qualifications, Specifications, Instructions and Eligibility Criteria**" for further requirements regarding detailed information.

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 licenses and certifications as required by the State of Texas, and Hidalgo County that you possess that deem you as a qualified provider. The qualified firm/provider(s) should add copies of its/their Professional Liability Insurance as well as all other applicable insurances as required by Hidalgo County and as detailed in Exhibit "C" contained herein.

If the firm/provider cannot meet any of the following services/responsibilities, such exception must be noted on the company's cover letter.

SCOPE OF SERVICES:

Hidalgo County Health and Human Services (HCHHS) is requesting statements of qualifications from experienced, qualified firms/vendors to provide "Substance Abuse Treatment and Primary Care Services for Adolescents". Please refer to the "**Additional Requirements, Qualifications, Specifications, Instructions and Eligibility Criteria**" for further requirements regarding detailed information.

NUMBER OF COPIES TO BE SUBMITTED:

Hidalgo County requires **one (1) original submittal and seven (7) copies**.

PARTICIPANTS ARE NOT TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:

Hidalgo County will discuss this during the negotiation process.

SECTION III: SELECTION AND SCHEDULES

SELECTION PROCEDURES/EVALUATION CRITERIA:

The RFQ shall be submitted according to the schedule below. The evaluation consists of a 100-point scoring system based on the Evaluation Criteria - Exhibit B. However, at the sole discretion of Commissioner's Court a presentation may be requested from the participating firm(s) that have scored at least 80 points in order to complete and finalize the ranking.

(A) The Hidalgo County Commissioners' Court and/or an Evaluation Committee (selected and/or designated by Commissioner's Court) will review, score and evaluate the SOQs received in response to this Hidalgo County request for qualifications.

(B) After the SOQs have been reviewed, scored and evaluated, the committee will present a grid to the Hidalgo County Commissioner's Court for the purposes of ranking.

Statement of Qualifications will be graded on a point system with emphasis on ability to service the County and experience in seeking funding and assistance through federal and state agencies, private sector(s) and other sources, including but not limited to the following:

A. Participant proposed services In Lieu of operational facility and amenities. (40)

- Participant to summarize clinical substance abuse and medical services to be performed.
- In considering the proposals, Hidalgo County reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous to Hidalgo County.

B. Program Design (20)

- The manner in which the minimum requirements are met and the extent to which these requirements are exceeded.
- Completion of all aspects and information asked for in this RFQ and the attachments thereto.
- Participant's services and treatment activation plan and time frames and dates.
- Participant's program performance measures, evaluation, and monitoring procedures.
- The adequacy and extent of Participant's financial resources and insurance coverage.

C. Participant's Experience (20)

- Participant's/firm qualifications (e.g. Experience/Licenses/Certificates of management and staff). Please note if individual is a full time salaried employee or a consultant with limited patient contact.
- Evidence of participant's previous accomplishments in providing substance abuse services and treatment within the last five (5) years.
- Participant's experience in working with the target population being addressed in the statement of qualifications.
- Participant's experience in working with or partnering with medical primary care in collaboration with substance abuse treatment.

D. Participant's Operations Plan and Budget (20)

- Required to be submitted;
- In compliance as requested by the Texas DSHS Substance Abuse Treatment Licensure Manual.
- Participant must demonstrate a clear sustainability plan in partnering with Hidalgo County.

NEGOTIATION PROCESS: The number one ranked firm will be contacted to commence stage of the negotiation process including a lease fee. If negotiations prove unsuccessful, Commissioner's Court

will terminate negotiations with the firm and will contact the next highest ranked firm to open negotiations. The County of Hidalgo reserves the right to reject any and all RFQ's.

DRAFT

EXHIBIT A-1

HIDALGO COUNTY Request for Qualifications

RFQ No.: 2014-270-00-00-YZV

“Substance Abuse Treatment and Primary Care Services for Adolescents”

Additional Requirements, Qualifications, Specifications, Instructions and Eligibility Criteria

Hidalgo County Health and Human Services (HCHHS) is seeking statements of qualifications for vendors to provide “**Substance Abuse Treatment and Primary Care Services for Adolescents**” for a period of one (1) year with the County’s option to renew/extend two (2), one (1) year extensions, at the same rates, terms and conditions. ***Hidalgo County has the facility in place, only the services for “Substance Abuse Treatment and Primary Care Services for Adolescents” are being requested to be provided in the existing facility.***

PROGRAM MISSION:

1. Protect the public interest and public health safety of our community by the use of substance abuse prevention, intervention and treatment methods;
2. Provide substance abuse treatment and primary health care services to adolescents and/or the juvenile courts in our community;
3. Provide substance abuse treatment and primary care to adolescents who may be referred from the criminal justice system, educational system or from the public or private sector;
4. Provide programs and activities designed to reduce the impact of adolescents abuse and addiction;
5. Promote a drug-free lifestyle for clients in collaboration with families, schools and various community organizations;
6. To engage primary health care to assist the treatment of substance abuse and addiction to children within our community.
7. To provide a teaching/learning environment for university/college students in social/behavioral health, medical, Allied health, and/or public health programs of study.

OVERVIEW:

Any contract that is offered and furnished by Hidalgo County to Firm/Participant under this RFQ will be “SERVICES FOR OPERATING LEASE” type contract (which will be provided as a draft copy acceptable to Hidalgo County thru an Addendum). Such offered lease/contract will contain terms and conditions similar to those set forth in the *Texas Department of State Health Services Substance Abuse Treatment Providers Procedures and DSHS Licensing Requirements* and will hold the potential vendor accountable for all billing and collections of said services rendered to clients within the community. Hidalgo County and/or Hidalgo County Health & Human Services (HCHHS) Department will not be held responsible for any payment, collections and/or revenue production for any services offered by qualified firm/participant; as such provisions therein may be revised by Hidalgo County and firm/participant to conform to the circumstances.

If a contract is offered and furnished by Hidalgo County to firm/participant, it is anticipated that the proposal, and the related operations and budget information as submitted in response to this RFQ, will be attached and incorporated by reference into such contract as entered into and executed by the parties.

Under these circumstances, therefore, the firms/participants **Vendor Operations Plan and Budget** as included in the statement of qualifications will become legally binding upon the firm/participant and Hidalgo County. Such Vendor Operations Plan, related Budget and any clinical services will govern the process, circumstances, and terms under which the Firm/participant's substance abuse treatment and primary care services will be provided. With respect to the Vendor Operations Plan and the related Budget, see also: *Texas Department of State Health Services Substance Abuse Treatment Providers Procedures and DSHS Licensing Requirements*. In addition, the qualified firm/participant is solely responsible to obtain all and any licenses, permits and/or permissions required to provide substance abuse prevention, intervention and treatment services to adolescents in accordance to any and all State of Texas Regulations to include any licenses or permits for the County –owned building and/or its premises as required by Texas Department of State Health Services. In the case of any actual or alleged disagreement, discrepancy, or conflict between the contract as entered into between Hidalgo County and firm/Participant and the Vendor Operations Plan and Budget as incorporated therein, the language and provisions of the contract shall take precedence and prevail.

Hidalgo County is offering, in lieu of payment for services provided by the participant, the following:

1. **The facility in which primary care/substance abuse services will be provided** by vendor. The facility was constructed by the State of Texas and Hidalgo County at an approximate cost of \$5 - 6 million. The facility is approximately 13,000 sq. ft. with the needed group rooms, offices, exam rooms, reception areas and other facilities that are usual and customary to an outpatient treatment program.
2. Hidalgo County will be responsible for **any costs involving the usual and customary utilities** (i.e. water, electrical, telephone and IT services).
3. The facility will have a **gazebo exterior facility** which will allow didactic instruction in a natural setting.
4. In order to assure privacy and security, the perimeter of facility grounds will be fenced and/or landscaped and lit.
5. Hidalgo County will be responsible to provide the custodial and basic upkeep of facility and surrounding grounds.
6. Hidalgo County will provide **adequate parking for clients and staff** as well as providing for ADA access and allotted parking spaces as required by the State of Texas and the City of Edinburg, Texas.

7. Hidalgo County will provide basic office furnishings and any additional furnishings in the group rooms, classrooms, exam rooms and reception areas, i.e. desks, chairs, tables and credenzas in the appropriate areas.
8. Hidalgo County will provide **IT access via T-1 and copper lines** as directed by Hidalgo County IT dept, **to include any monthly or yearly charges**. Each office space, exam room and group rooms will be pre-wired for the necessary IT, telephone and digital needs.
9. The facility will be equipped with **full generator capability** to ensure the most comfortable and secure environment for the firm/participant.
10. The facility will also include a **fully-equipped kitchen** which can be used with the adjacent class-space in providing life-skills education along with nutritional education to the clients and families.
11. The **County Sheriff and/or Constable will provide basic security** to include surveillance of the perimeter of the property and facility on a regular incremental basis. Security will include **perimeter security cameras** which can be controlled and observed from inside the building.
12. Hidalgo County will **assist the qualified firm/participant in obtaining adequate referrals** in order to encourage its success and promote a healthier lifestyle for Hidalgo County residents.

The qualified firm/participant will be fully responsible for all costs associated to clinical services, insurances, liabilities and any additional costs related to the operations of a State-licensed free-standing substance abuse/primary care facility and services.

Hidalgo County will not be responsible for any liability or cost due to the lack of sustainability and/or operations by the proposed vendor and/or any of its partners or business alliances. In the event of such dire circumstances, the County MAY review options with the provider.

If a formal written contract is negotiated and entered into between firm/participant with Hidalgo County, it is anticipated that the format, terms and provisions, of such contract will be substantially set forth by *Texas Department of State Health Services Substance Abuse Treatment Providers Procedures and DSHS Licensing Requirements*. Prior to its furnishing of a formal contract/lease to firm/participant, Hidalgo County reserves the right to revise or modify such contract format, terms and conditions as may be deemed appropriate under the circumstances and to accommodate any changes or revisions that may occur to the applicable *Texas Department of State Health Services Substance Abuse Treatment Providers Procedures and DSHS Licensing Requirements, legislation or other requirements*.

OVERVIEW OF REQUIRED SERVICES:

A. NAME:

The name of the facility and/or treatment program, the approved moniker for this campus is the **John Austin Peña Memorial Center for Primary Care and Substance Abuse**.

- B. Hidalgo County is seeking “Substance Abuse Treatment Agencies” to provide services to substance abusing adolescents that have been referred by the juvenile court system, educational system or from the public or private sector. This may and often does include adolescents who have violent or sexual offenses or have mental illness. **Exceptions to these or any type of client/adolescents should be noted.**
- C. The level of services to be provided includes primary care and outpatient substance abuse treatment services. **A firm/participant must respond to all levels of service.**
- D. Any contracts that may be awarded to participant related to this RFQ will be for “Substance Abuse Treatment and Primary Care Services for Adolescents” **only**. Hidalgo County has the facility for the services being requested. Services such as anger management, cognitive behavioral and life skills can be included by a firm/participant in treatment to the extent they are inclusive in a substance abuse treatment and primary care program, and related to the specific issue of substance abuse and or primary health care and/or prevention.
- E. Under any contract that may be awarded related to this RFQ, Firm/participant will be obligated to submit one (1) copy each month of an itemized description of services being provided to Hidalgo County Health & Human Services Department and must make quarterly presentations to Hidalgo County Commissioners Court regarding admissions, services being provided and overall status of program. In addition, firm/participant that provides the services requested may be required to use the forms and procedures specified by the client’s referring entity. Firms/participants may be required to submit payment of lease electronically to Hidalgo County on software provided by Hidalgo County.
- F. If required, firm/participant, at no cost to Hidalgo County, must agree to provide appropriate testimony, affidavits and documents for any court proceedings and trials related to its treatment and other services regarding any clients or families referred from the Juvenile Probation system and/or any other entity requiring such documentation in accordance with the State of Texas.
- G. Requirements in the event of a Declared Emergency:
In the event of a man-made or natural emergency event, (i.e., hurricanes, wildfires, bioterrorism, etc.), Hidalgo County has the right to utilize this facility for no more than 10 working days or 14 calendar days as an emergency response operations facility or as designated by the Texas Department of Emergency Management (TDEM). Funds obtained via the Federal Emergency Management Agency (FEMA) and TDEM to construct this facility allows the building to withstand up to a Category 3 hurricane; therefore, during those emergent times, the ultimate responsibility for Hidalgo County would be to provide assistance to all responders and residents of the County. The facility will benefit the firm/participant by having 24/7 generator power for the entire facility at the expense of the County. Therefore, the impact to the firm/participant during non-emergent power outages would be minimal.
- H. Encouragement of Academic Partnerships:
The firm/participant is highly encouraged to partner with the various accredited institutions

of higher learning to obtain and provide training and internship opportunities in the clinical areas in which it is clinically appropriate, in accordance with the Texas DSHS rules and guidelines. The firm/participant is encouraged to demonstrate this aspect in their operations plan.

1. Should the County enter into a partnership with a university/college, vendor shall agree to participate in said program to the extent allowed by the State of Texas and all other licensing entities.

REQUIRED INFORMATION:

1. The qualified firm/participant will be responsible to provide any and all documentation requested by the client's referring agency in accordance with the treatment plan, after-care plan and/or referral for additional treatment in accordance with the State of Texas Rules and Regulations. Documentation may include information being sent to Hidalgo County Commissioners Court, Hidalgo County Health & Human Services Department, and/or any other County, State or Federal agency to include school districts and/or private schools.
2. The firm/participant must adhere to ALL Texas DSHS licensure requirements for a free-standing substance abuse and primary care treatment facility. The qualified firm/participant will be solely accountable for addressing any findings, complaints and/or legal issues resulting from patient neglect, clinical programming misappropriations and/or inadequate clinical oversight.

PROGRAM DESCRIPTION:

1. Describe all services to be provided by firm/participant, and specify if all services are provided to persons referred to the Hidalgo County Primary Care and Substance Abuse Facility.
2. Describe Firm/participant's services and treatment goals and objectives, including how an individualized client treatment plan is developed. Describe other types of treatment plans you will use; firm/participant must define what would be considered a successful treatment outcome, taking into account the client's individualized family treatment plan;
3. Describe all responsibilities that are to be placed upon persons and family members participating in firm/participant's programming, taking into account any requirements from the Juvenile Probation, School or other referring agencies which includes any treatment services assignments, which may include tasks for the client to complete (i.e., homework assignments, practice sessions, etc., include frequency, number and time frame where appropriate).
4. Describe the Firm/participant's experience and history, if any, in working with adolescents who are, or were, involved with the criminal justice and/or educational system in Texas or elsewhere.
5. Specific requirements for Non-Residential Treatment Services:

- a. Provide photocopies of all state and local facility licenses/certificates that apply to the services/treatment at issue, and include expiration and renewal dates;
- b. Describe the procedure used by firm/participant and information that is necessary for a client to be admitted to their program/service;
- c. Firm/participant must develop and incorporate preventive medical and intervention goals and procedures into the client and family treatment plan; clear expectations must be monitored and reported by firm/participant to Hidalgo County and/or to referring entities (i.e. juvenile court system, educational system or other referring agencies);
- d. Describe and specify any diagnostic assessments by firm/participant that will precede program services and/or treatment. Describe any post-program services and/or treatment assessments that will be conducted by Firm/participant. Describe why these particular assessments will be utilized;
- e. Describe how and in what time frame and under what circumstances an individualized client treatment plan is developed by Firm/participant; and, demonstrate a method in which previous treatment programs are incorporated into the individualized treatment plan.
- f. If group counseling is provided, describe the type of group process utilized, include goals/objectives of group process, minimum/maximum number of clients in a group, specify if open or closed groups are utilized;
- g. If individual counseling is provided, describe the counseling/therapeutic approach utilized, specify skill development techniques utilized and goals/objectives of individual counseling; to incorporate any AXIS 3/Medical Diagnosis into their individualized treatment plan.
- h. Describe minimum/maximum length of program participation. (Specify program length for each level of service, i.e. group/individual.) Describe what criteria and processes are used by Firm/participant to determine when to release a client early or to request a written extension;
- i. Describe how client progress is measured during program participation. Including the type and frequency of progress reports to be made to Hidalgo County and/or to referring entities, (i.e. juvenile court system, educational system or other referring agencies);
- j. Describe communication process and frequency of communication between firm/participant's program staff and Hidalgo County and/or to referring entities, (i.e. juvenile court system, educational system or other referring agencies); Specify if communication process or frequency will vary during duration of firm/participant's services/treatment; firm/participant must always take into account: HIPAA rules and Guidelines when communicating about a

client's/family's progress.

- k. Describe the firm/participant's client discharge/termination procedure (successful /unsuccessful) from the program/service being provided. Include if certificates of completion will be provided by firm/participant to participants, and if so, the procedure to provide certificate to an client and the notification procedure to be used by firm/participant to Hidalgo County and/or to referring entities, (i.e. juvenile court system, educational system or other referring agencies);
 - l. Describe the firm/participant's staff-to-client ratio by level/type of service and treatment.
 - m. Describe other relevant client supervision procedures. Describe firm/participant's client files, records, format, electronic databases, frequency of entries, etc. Provide a sample of HIPAA protocols for clients and families.
6. Firm/participant must provide outcomes of quality of life improvements, life-skill improvement, community re-orientation improvements, family communication, improvements, and incorporate any medical prevention/education procedures that will demonstrate an improvement in quality of life when concerning medical health (i.e. glucose testing, proper nutrition, follow-through on meds, etc.). Firm/participant must define what would be considered a successful treatment outcome taking into account the client's individualized family treatment plan.
7. Describe, at a minimum, Firm/participant's program performance measures and standards, to at least the following:
- A. Outputs:
 - Total number of clients served;
 - Total number of counseling hours provided.
 - Total number of class hours provided
 - Total number of family counseling hours provided

Other output measures may be determined/requested by Hidalgo County and/or referring entities (i.e. juvenile court system, educational system or other referring agencies);

- B. Outcomes:
 - Include immediate and long-term outcomes that are specific to the program/services as set forth in the proposal;
 - Total number of successful program completions;
 - Reduction of drug or alcohol use by clients.
 - Firm/participant will provide a cost-utilization plan on services provided, i.e. actual costs of all services provided by vendor. This will be part of the quarterly information provided to Hidalgo County Commissioners' Court, in order to demonstrate an actual dollar value of services in return for the usage of the facility and all services associated with the Hidalgo County facility.

Other output measures (determined/requested by Hidalgo County and/or referring entities, (i.e. juvenile court system, educational system or other referring agencies).

PROGRAM EVALUATION METHODS:

1. Describe Firm/participant's plan for determining the degree to which output and outcome objectives are met and methods that are followed.
2. Describe Firm/participant's documentation methods and the plan for monitoring records and determining and evaluating outputs and outcomes.
3. Firm/participant must provide their quality assurance (QA) procedures for monitoring performance measures, outputs and outcomes, and who would be accountable for maintaining this information, including any subcontracted agencies
 - a. Firm/participant must provide full disclosure of all licensed sub-contractors that may provide any direct client services to Hidalgo County residents.
 - b. Firm/participant must provide a signed statement of assurance demonstrating that a complete background check on all employees, contractors and any licensed staff has been conducted to assure the safety and well-being of all clients and family members participating.
4. Describe how data and records will be gathered by firm/participant to determine treatment and program outputs and outcomes.
5. Firm/participant must provide a list of testing instruments to be utilized in treatment, and provide a brief explanation of why this instrument will be used.
6. Firm/participant's data analysis methods and utilization of outcomes must be clearly described within the proposal.
7. Describe the evaluation reports to be prepared and produced by firm/participant.
8. Describe the firm/participant's Management Information System (MIS), electronic databases, and record systems to be used by firm/participant for tracking clients in treatment and after discharge.
9. Additional Outcomes.
 - Additional program evaluation outcomes will be measured by Hidalgo County and/or referring entities (i.e. juvenile court system, educational system or other referring agencies); firm/participant must provide services that meet the following goals:
 - a. Incorporation of preventive medical intervention and education into the individualized client/family treatment plan.
 - Outcomes must demonstrate an improved quality of life and life-skill improvement in relation to the treatment program and plan.
 - The desired programmatic outcomes must reflect a decrease in juvenile delinquency,

increase school participation, improvement of family communication - all manifested by a decrease in substance abuse utilization due to increased life-skills.

- Firm/participant must provide an incorporation of medical/pharmaceutical treatment activities in conjunction with the after-care and ongoing family participation in their treatment program.

COST/FEES:

HCHHS or no other county entity will be held accountable for any of the costs incurred for providing direct patient care; the firm/participant will be fully accountable for all billing/collections and verification of benefits from each of the participating clients.

Hidalgo County will provide the facility, utilities, and additional amenities as described in the previous introductory sections.

PARTNERSHIP/SUSTAINIABILITY DEVELOPMENT:

HCHHS, along with other Hidalgo County agencies, would be interested in participating with the firm/participant for any grant application, seeking future funding or any collaborative efforts encouraging a new funding stream. Examples of partnership may include letters of support, contacting local, state and/or federal officials and provide assistance by whatever method sanctioned by the Hidalgo County Judge and Commissioners Court.

AIDS AND HIV INFECTION:

Vendor agrees that it shall adopt and implement workplace guidelines concerning persons with AIDS and HIV infection and shall also develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of Vendor and for clients and residents served by Vendor in accordance with the provisions found in Health and Safety Codes, Sections 85.112, 85.113, and 85.115.

ACCESS TO RECORDS AND INFORMATION:

The firm/participant will make available any information from the client, medical records, program operation information or financial information and data in the event that it is requested by any state or federal agency or by the County auditor. Hidalgo County does not foresee any particular scenario in which this may occur; however, the firm/participant must make themselves amenable to any such requests from the County, with due cause.

EQUIPMENT:

Hidalgo County will provide communication equipment, computer access and maintenance of such equipment.

Firm/participant must provide their own computers/monitors/keyboards, copiers, printers or any hardware and/or software associated with the day-to-day operations of the therapeutic program. Firm/participant will be held accountable to repair/replace any of the equipment provided by Hidalgo County if it is damaged, stolen or misused by the firm/participant and/or clients.

VENDOR BACKGROUND/QUALIFICATIONS:

Each proposal shall contain the following information.

1. Name, title, telephone and fax number of firm/participant's contact person for all inquiries from Hidalgo County and or the referring entity. The contact person shall be responsible for fielding all inquiries from Hidalgo County and/or the referring entity related to the proposal, and providing the firm/participant's response to Hidalgo County's/ referring entities inquiries.
2. Business form of firm/participant (e.g. corporation, partnership, sole proprietorship, governmental entity, agency, etc.), if applicable.
 - a. If a corporation, include the date and state incorporation;
 - b. Whether firm/participant is for profit business or non-profit corporation, governmental agency or entity;
 - c. Names and addresses of firm/participant's principal of officers, directors, or partners;
 - d. Identify all employees, officers, or staff of firm/participant who is actively or previously on community supervision, probation, deferred adjudication parole, or who has been convicted of a felony or Class A or B misdemeanor;
 - e. A copy of firm/participant's most recent financial statement (i.e. monthly, quarterly); and most recent audited financial statement each to include corresponding balance sheet, income statement and statement of cash flow. Firm/participant must include an affidavit certifying that firm/participant is duly qualified, capable and otherwise bondable business entity, that firm/participant is not in receivership or contemplates same, and has not filed for bankruptcy;
 - f. A brief biography and complete resume of the person or persons who will operate/manage the services provided by firm/participants;
 - g. The organizational chart showing firm/participant's staff and management.
3. The name and address of the firm/participant's insurance carrier(s), along with a letter or statement(s) from firm/participant's insurance carrier(s) attesting that the insurance coverage(s) as specified in this RFQ is/are either in force or available to upon firm/participant.
4. Complete reference information for all public and private institutions or agencies to which the Firm/participant provides or has provided similar services and treatment. Specify dates for such similar services contracts, and current rates being charged by Firm/participant for these contracted services.
5. A list of civil lawsuits, administrative proceedings, or investigations filed or pending at any time during the past five years, brought against, or on behalf of, Firm/participant, its officers, or employees.
6. A list of all criminal cases or proceedings filed or pending at any time during the past five years, brought against, or on behalf of, the Firm/participant, its officers, or employees.
7. Other organizations, biographical, or financial information deemed relevant by the Firm/participant or as requested by Hidalgo County.
8. Hidalgo County has the facility for such services and is requesting statements of

qualifications for the “**Substance Abuse Treatment/Primary Care Services for Adolescents only**”. Firm/participant must describe the levels of treatment and services to be provided.

9. Describe when the treatment and services which are the subject of the proposal could begin.

MINIMUM REQUIREMENTS:

- The firm/participant will provide substance abuse/prevention treatment programs as prescribed and in accordance to all rules and/or regulations which apply to outpatient/adolescent treatment programs as indicated. The firm/participant will provide programmatic and facility licenses required to operate their described program in accordance to all and any rules or criteria set forth by the Texas Department of State Health Services and/or any other state or federal agency which may oversee any potential referral source (i.e. juvenile probation, criminal justice, school system).
- The firm/participant must adhere to all usual and customary screening, evaluation, assessment and treatment methods as prescribed by outpatient substance abuse treatment programs in accordance to Texas DSHS rules and guidelines.
- Firm/participant must submit a plan in how they would incorporate up to 10% of overall clientele, which may be considered pro-bono/free services, as referred by various Hidalgo County agencies.

Miscellaneous:

Under any contract that may be awarded related to this RFQ, Firm/participant shall provide all necessary personnel, equipment, materials, supplies, facilities, and services (except as may be furnished by the HIDALGO COUNTY as specified in writing), and do all things necessary for, or incidental to, the provision of the substance abuse treatment and services listed in this RFQ.

HIPAA Compliance:

Offeror agrees to comply with the Standards for Privacy of Individual Health Information of the Health Insurance Portability and Accountability Act of 1996, PL 104-191, 45 CFR Parts 160-164, as amended, and the Texas Medical Records Privacy Act, Texas Health and Safety Code Chapter 181, as amended, collectively referred to as “HIPAA”, to the extent that the Offeror uses, discloses or has access to protected health information as defined by HIPAA. Offeror may be required to enter a Business Associate Agreement pursuant to HIPAA.

EXHIBIT B

EVALUATION/SELECTION CRITERIA

**HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS**

**“SUBSTANCE ABUSE TREATMENT AND PRIMARY CARE
SERVICES FOR ADOLESCENTS”**

RFQ NO: 2014-000-00-00-YZV

RFQ - EVALUATION CRITERIA

The submitter'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."

A Participant proposed services in Lieu of operational facility and amenities. 40 pts

- Participant to summarize clinical substance abuse and medical services to be performed.
- In considering the proposals, H. C. reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous to Hidalgo County

B Program Design 20 pts

- The manner in which the minimum requirements are met and the extent to which these requirements are exceeded.
- Completion of all aspects and information asked for in this SOQ and the attachments thereto.
- Participant's services and treatment activation plan and time frames and dates.
- Participant's program performance measures, evaluation, and monitoring procedures.
- The adequacy and extent of Participant's financial resources and insurance coverage.

C Participants Experience 20 pts

- Participant's/firm qualifications (e.g. Experience/Licenses/Certificates of management and staff).
- Please note if individual is a full time salaried employee or a consultant with limited patient contact.
- Evidence of participant's previous accomplishments in providing substance abuse services and treatment within the last five (5) years.
- Participant's experience in working with the target population being addressed in the statement of qualifications.
- Participant's experience in working with or partnering with medical primary care in collaboration with substance abuse treatment.

D Participant's Operations Plan and Budget 20 pts

- Required to be submitted
- In Compliance as requested by the Texas DSHS Substance Abuse Treatment Licensure Manual.
- Participant must demonstrate a clear sustainability plan in partnering with Hidalgo County.

EXHIBIT "B"
RFQ EVALUATION FORM

<u>Selection Criteria</u>	<u>Minimum Points</u>	<u>Score</u>
1. Proposed services in lieu of operational facility and amenities: 40 PTS		
➤ Participation to summarize clinical substance abuse and medical services to be performed	0-20	
➤ In considering the statement of qualifications, Hidalgo County reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous to Hidalgo County.	0-20	
Comments/Rationale for points:	TOTAL:	=====
2. Program Design 20 PTS		
➤ The manner in which the minimum requirements are met and the extent to which these requirements are exceeded.	0-5	
➤ Completion of all aspects and information asked for in this RFQ and the attachments thereto.	0-5	
➤ Participant's program performance measures, evaluation, and monitoring procedures.	0-5	
➤ The adequacy and extent of Participant's financial resources and insurance coverage.	0-5	
Comments/Rationale for points:	TOTAL:	=====
3. Participant Experience 20 PTS		
➤ Participant's/Firm qualifications (e.g. Experience/licenses/certificates of management and staff)	0-5	
➤ Please note if individual is a full time salaried employee or a consultant with limited patient contact.	0-5	
➤ Evidence of participant's previous accomplishments in providing substance abuse services and treatment within the last five (5) years.	0-5	
➤ Participants experience in working with the target population being addressed in the statement of qualifications	0-3	
➤ Participant's experience in working with or partnering with medical primary care in collaboration with substance abuse treatment.	0-2	
Comments/Rationale for points:	TOTAL:	=====
4. SUBSTANTIAL CAPABILITY 20 PTS		
➤ Required to be submitted	0-10	
➤ IN compliance as requested by the Texas DSHS Substance Abuse Treatment Licensure Manual.	0-5	
➤ Participant must demonstrate a clear sustainability plan in partnering with Hidalgo County	0-5	
Comments/Rationale for points:	TOTAL:	=====
TOTAL SCORE:		=====

Provider: _____

Evaluator: _____ Date: _____

Zimbra

yolanda.velasquez@co.hidalgo.tx.us

FW: Substance Abuse Facility

From : Brenda Salazar
<brenda.salazar@hchd.org>

Thu, Oct 30, 2014 03:29 PM

 2 attachments

Subject : FW: Substance Abuse Facility

To : 'Yolanda Velasquez'
<yolanda.velasquez@co.hidalgo.tx.us>

FYI

Brenda G. Salazar
Public Health Technician IV
Hidalgo County Health & Human Services
1304 S. 25th Ave.
Edinburg, Texas 78542
956-383-6221, Ext. 7343



-----Original Message-----

From: Brenda Salazar [mailto:brenda.salazar@hchd.org]

Sent: Thursday, October 16, 2014 1:31 PM

To: 'Yolanda Velasquez'

Cc: 'Eddie Olivarez (eddie.olivarez@hchd.org)'

Subject: RE: Substance Abuse Facility

Hello, Ms. Yolanda!

Everything should remain the same (including the evaluation piece) with the exception of the following section: The correct spelling is HIPAA

HIPAA Compliance:

Offeror agrees to comply with the Standards for Privacy of Individual Health Information of the Health Insurance Portability and Accountability Act of 1996, PL 104-191, 45 CFR Parts 160-164, as amended, and the Texas Medical Records Privacy Act, Texas Health and Safety Code Chapter 181, as amended, collectively referred to as "HIPPA", to the extent that the Offeror uses, discloses or has access to protected health information as defined by HIPPA. Offeror may be required to enter a Business Associate Agreement pursuant to HIPPA.

Please let me know if you have any questions.

Thank you so much for your help with this!! 😊

Brenda G. Salazar
Public Health Technician IV
Hidalgo County Health & Human Services
1304 S. 25th Ave.
Edinburg, Texas 78542
956-383-6221, Ext. 7343



-----Original Message-----

From: Yolanda Velasquez [mailto:yolanda.velasquez@co.hidalgo.tx.us]
Sent: Thursday, October 16, 2014 11:21 AM
To: brenda salazar
Subject: Substance Abuse Facility
Importance: High

Good morning Ms. Brenda,

As per conversation earlier, I will be your contact for the procurement process of this project. Please review exhibit "A" and make necessary changes as applicable.

Thanks for your input.

Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Dept.
Tel: (956) 318-2626 ext. 4881
yolanda.velasquez@co.hidalgo.tx.us



image001.jpg
4 KB



image002.jpg
4 KB

AI-47507

Purchasing Department 11. K.

CC CONSENT

Meeting Date: 12/02/2014

Submitted For: Martha L. Salazar

Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to exercise the **Sixty (60) Day** grace period extension as provided in the current contract for the: **“Kitchen Equipment and Appliances Maintenance & Repairs Services”** (on an as needed basis) for the **Hidalgo County Sheriff's Office**, under the same rates, terms and conditions with **GRE. GREENWICH, INC. d/b/a COMMERCIAL KITCHEN PARTS & SERVICE**, **effective, 01/01/15, expires, 03/01/15** or (upon completion of the procurement process which ever comes first and is most advantageous to Hidalgo County).

BACKGROUND

60-Day Extension - Greenwich, Inc. d/b/a Commercial Kitchen Parts & Service
E-13-355-12-03

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1100-423-21-280-002-0-432

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO No. 702752

Attachments

60 Day Extension-Greenwich dba Commercial Kitchen-HCSO

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	11/24/2014 11:05 AM
Budget & Management	Debbie Tamez	11/24/2014 11:24 AM
Obdett Calzada	Obdett Calzada	11/25/2014 05:00 PM
Budget & Management	Debbie Tamez	11/26/2014 08:00 AM
Auditor's Office	Monica Badillo	11/26/2014 03:58 PM
Form Started By: Letty Saenz		Started On: 11/19/2014 04:37 PM
Final Approval Date: 11/26/2014		



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

November 19, 2014

Carl McNeal, Director of Sales
Greenwich, Inc.
d/b/a Commercial Kitchen Parts & Service
221 North McColl
McAllen, Texas, 78501
Ph. (800) 292-2120 or (210) 679-3300

via email: carl@commercialkitchen.com
via facsimile: (210) 579-2695

Re: **SIXTY (60) DAY EXTENSION to Contract No. E-13-355-12-03 (C-12-186A-12-18) - "Kitchen Equipment and Appliances Maintenance & Repairs Services" (on an as needed basis)**

Dear Mr. McNeal:

Commissioners' Court will take applicable action on (Tuesday, December 2, 2014) in connection with the Hidalgo County's option to exercise the **Sixty (60) Day** grace period as stated in the current contract in place while the procurement process is completed. (Commencing, January 1, 2015, Expiring, March 1, 2015) or (upon completion of the procurement process which ever comes first) under the same rate, term and conditions.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Friday, February 10, 2012, attn: Leticia Saenz, Contracts Mgr. to facsimile (956) 318-2629 or via email leticia.saenz@co.hidalgo.tx.us.

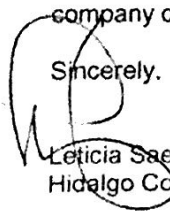
By: 
Carl McNeal, Director of Sales

Date: 11-20-14

* **Additionally, we are requesting your company provide an "Updated Certificate of Insurance" as required through Hidalgo County's Request for (Bids, Quotes, Proposals, Statement of Qualifications).**

Should you have any questions or require additional information, please do not hesitate to contact me at 956-292-7000 extension 4861. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,


Leticia Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file

* **OUR INSURANCE IS IN FORCE UNTIL JUNE 1, 2015 AT WHICH TIME WE WILL PROVIDE AN UPDATED CERTIFICATE.**

Thanks.





CERTIFICATE OF LIABILITY INSURANCE

COMME-5

OP ID: TE

DATE (MM/DD/YYYY)
08/26/2014

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 Frost Insurance - San Antonio 3611 Paesanos Pkwy, Suite 100 San Antonio, TX 78231 Wagoner/Rakestraw AE	Phone: 210-220-6420 Fax: 210-220-6460	CONTACT NAME: Stephanie Dauphin PHONE (A/C, No, Ext): 210-220-6425 FAX (A/C, No): 210-220-6460 E-MAIL ADDRESS: sdauphin@frostinsurance.com
	INSURER(S) AFFORDING COVERAGE	
INSURED Greenwich, Inc. dba Commercial Kitchen Parts & Service Brock Coleman P O Box 831128 San Antonio, TX 78283	INSURER A : State Automobile Mutual	
	INSURER B : Service Lloyds	
	INSURER C : Federal Insurance Company	
	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			PBP2661157	06/01/2014	06/01/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY			BAP2381725	06/01/2014	06/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		PBP2661157	06/01/2014	06/01/2015	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			SRZF2221314	06/01/2014	06/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
C	Crime			82350150	06/01/2014	06/01/2015	Employee Dishonest 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)
See Notepad...

CERTIFICATE HOLDER**CANCELLATION**

HIDAL-1 Hidalgo County Sheriffs Office 711 El Cibolo Rd Edinburg, TX 78541	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 Wagoner/Rakestraw AE
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NOTEPAD

INSURED'S NAME Greenwich, Inc. dba Commercial

COMME-5
OP ID: TO

PAGE 2
DATE 05/28/13

SL 10 14 05 12 TEXAS CONTRACTORS PLUS ENDORSEMENT-B. CONSTRUCTION
PROJECT/"LOCATION" GENERAL AGGREGATE, D. ADDITIONAL INSURED STATUS
REQUIRED IN CONSTRUCTION AGREEMENTS, E. ADDITIONAL INSURED STATUS REQUIRED
FOR PERMITS, F. ADDITIONAL INSURED STATUS REQUIRED IN LEASE AGREEMENTS

SI 10 01 06 07 PREFERRED BUSINESS POLICY PLUS ENDORSEMENT-PG. 11, SECTION
IV. CONDITION 8. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

SA 30 02 06 08 TEXAS BUSINESS AUTO POLICY PLUS ENDORSEMENT-A. ADDITIONAL
INSURED-AUTOMATIC STATUS, V. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS
TO US

WC 42 03 04 A TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT



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

November 27, 2013

E-13-355-12-03

Carl McNeal, Director of Sales
Greenwich, Inc.
d/b/a **Commercial Kitchen Parts & Service**
221 North McColl Road
McAllen, Texas 78501
P (800) 292-2120 or (210) 679-3300

via email carl@commercialkitchen.com
via facsimile (210) 579-2695

Re: Extension/Renewal of Contract# C-12-186A-12-18 –Maintenance & Repair of Kitchen Equipment and Appliances -Hidalgo County Sheriff's Office

Dear Mr. McNeal:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the extension/renewal for the additional **ONE (1) YEAR** term as provided in the current contract (under the same rates, terms and conditions).

Please acknowledge receipt of this notice of placement on the next Commissioners' Court agenda/meeting for discussion, consideration and action, by signing below and returning to the Purchasing Department via facsimile to (956) 956-318-2629 or email to: leticia.saenz@co.hidalgo.tx.us, so, as, to meet the agenda request form deadlines.

By: _____ Date: _____
Carl McNeal, Director of Sales

Additionally, we are requesting your company to provide an "Updated Certificate of Insurance" as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statements of Qualifications).

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

Sincerely,


Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file



CERTIFICATE OF LIABILITY INSURANCE

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PRODUCER Frost Insurance - San Antonio 3611 Paesanos Pkwy, Suite 100 San Antonio, TX 78231 Wagoner/Rakestraw AE	Phone: 210-220-6420 Fax: 210-220-6460	CONTACT NAME: Stephanie Dauphin PHONE (A/C, No, Ext): 210-220-6425 FAX (A/C, No): 210-220-6460 E-MAIL ADDRESS: sdauphin@frostinsurance.com
	INSURER(S) AFFORDING COVERAGE	
INSURED Greenwich, Inc. dba Commercial Kitchen Parts & Service Brock Coleman P O Box 831128 San Antonio, TX 78283	INSURER A : State Automobile Mutual	
	INSURER B : Service Lloyds	
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	INSURER D :	
	INSURER E :	
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	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
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NOTEPAD

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INSURED-AUTOMATIC STATUS, V. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS
TO US

WC 42 03 04 A TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

SPECIAL MEETING - December 3, 2013

BE IT REMEMBERED, that on this 3rd day of December A.D., 2013, there was begun and held a SPECIAL MEETING of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:

HONORABLE RAMON GARCIA	HIDALGO COUNTY JUDGE
HONORABLE A.C. CUELLAR, JR.	COMMISSIONER, PRECINCT NO. 1
HONORABLE HECTOR "TITO" PALACIOS	COMMISSIONER, PRECINCT NO. 2
HONORABLE JOSEPH PALACIOS	COMMISSIONER, PRECINCT NO. 4

and ARTURO GUAJARDO, JR., COUNTY CLERK & EX-OFFICIO CLERK OF THE COMMISSIONERS' COURT of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:



AGENDA
CC REGULAR CONSENT
COMMISSIONERS' COURT
December 3, 2013
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

NOTICE TO THE PUBLIC
CONSENT AGENDA

The following items are of a routine or administrative nature. The Commissioners' Court has been furnished with background and support on each item, and/or it has been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by a Court 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.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, HECTOR "TITO" PALACIOS, the Court made a UNANIMOUS vote of approval for the exception for 5.A and 5.H.2 to be pulled for discussion.

Vote: 4 - 0 - Unanimously

- 1. Approval of check register and payment of claims and bills** - (Payments from Juvenile Probation, Adult Probation, LEOSE Fund, DA Motor Vehicle Theft Fund, DA Bad Check Processing Fund, DA Forfeiture Fund, Sheriff Forfeiture Funds, Constable Forfeiture Funds, HIDTA Forfeiture Funds and VIT Interest Fund are presented for recording purposes only.)
- 2. 2013 Intradepartmental transfers:**
 - A. AI-41916** 2013 - Human Resources (1100)
 - B. AI-41984** 2013 - Treasurer's Office (1100)
 - C. AI-41980** 2013 - 93rd District Court (1100)
 - D. AI-41973** 2013 - 206th District Court (1100)
 - E. AI-41996** 2013 - Justice Court Tech (1242)
 - F. AI-41972** 2013 - Constable Pct. #1 (1336)
 - G. AI-42001** 2013-Constable Pct. #2 (1100)
 - H. AI-41967** 2013 - Pct. #3 Sanitation (1100)

- I. **AI-41999** 2013 - Precinct #4 Rd. Maint (1200)

3. Planning Department:

- A. **AI-42010** 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)

4. Urban County:

- A. **AI-41902** Request for approval of one (1) applicant in the City of Mercedes under the HOME Owner-Occupied Housing Rehabilitation Program
- B. **AI-41876** Request approval to enter into one (1) "Homebuyer Assistance Program" Contract under the Home Program.

5. 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-41375** 1. Tax Office: Requesting authority to enter into a 12-month maintenance agreement with (CTCR) Cole's The Cash Register Co. for the Tax Office including payment of invoice number 203187 through requisition #244969 for the amount \$999.99 year. Company agrees to terms and conditions set fourth by Hidalgo County. Effective upon approval.
 2. Acceptance and approval of the continuation of the annual maintenance services renewals through the life term of the item by Tax Office Department including the signing of required documents by County Judge or Court Member.

Court Auditor, Ray Eufracio, recommended drafting and approving a second agreement, yet Marty Salazar, Purchasing, informed the Court that the terms and conditions are attached to the purchase order and the vendor has agreed to the terms and conditions in writing. Steve Crain, Legal Counsel, stated that would be a binding contract based on Marty's statement.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS , the Court made a UNANIMOUS vote of approval on 1 and 2.

Vote: 4 - 0 - Unanimously

H. **AI-41977** 1. Requesting approval of payment for **Invoice #2964-13 (\$ 66,628.00)** submitted by **MATA-GARCIA, ARCHITECTS, LLP** , in connection to the **AIA Agreement #C-13-072-09-03 (PO#700944)** for JOB SPECIFIC: The New Community Recourse Center (CRC) Facility/Building in San Carlos. Texas located within Hidalgo County Precinct No. 4".

2. Requesting approval of payment for **Invoice #2975-13 (\$ 1,927.23)** submitted by **MATA-GARCIA, ARCHITECTS, LLP**, in connection to the **AIA Agreement #C-13-072-09-03 (PO#700944)** for JOB SPECIFIC: The New Community Recourse Center (CRC) Facility/Building in San Carlos. Texas located within Hidalgo County Precinct No. 4".

NO ACTION taken on Item 2.

I. **AI-41981** Requesting approval of the additional **one (1) year** extensions/renewals for agreements (set forth below) for the Hidalgo County Sheriff's Office, under the same rates, terms and conditions;

a. **SOUTHERN TIRE MART, LLC-** PURCHASE OF TIRES - Including Installation and other Related Services (Including all other HC Law Enforcement Agencies) in connection to Contract# E-12-299-12-04 (C-11-193-12-06), effective 12/06/13.

b. **L.V. MOBILE IMAGING, LLC** - MOBILE X-RAY SERVICES (on an as needed basis) - in connection to Contract # C-12-175-11-13, effective 01/01/14



c. **GREENWICH, INC. d/b/a COMMERCIAL KITCHEN PARTS & SERVICES** - Maintenance & Repair of Kitchen Equipment and Appliances (on an as needed basis) in connection to Contract# C-12-186A-12-18, effective 01/01/14.

J. **AI-41832** Add/delete fuel cards/users

1. Constable Pct No. 4 - delete fuel card

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-12-186A-12-18

THIS CONTRACT is made and entered into this 18th day of **December, 2012** by and between the **County of Hidalgo, Texas** ("County"), and **Greenwich Inc., d/b/a Commercial Kitchen Parts & Service** ("Company").

WHEREAS, Company responded to notices of Request for Sealed Quotes (RFSQ) for “**Maintenance & Repairs of Kitchen Equipment and Appliances at the Jail**” (on an as needed basis) (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with Exhibit “A” Request for Sealed Quotes (RFSQ) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFSQ"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit “A” Request for Sealed Quotes (RFSQ) Procurement Packet, attached hereto and incorporated herein 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 within the **Hidalgo County Sheriff's Office**. 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 **Hidalgo County Sheriff's Office** or its 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. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **one (1) year**, commencing on **JANUARY 1, 2013** and expiring on **DECEMBER 31, 2013**, but in no event to exceed the (\$50,000.00 statutory bid limit per calendar year), with the County's sole option to renew/extend for an additional one (1) year term. County also reserves the right to continue this Request for Sealed Quotes (RFSQ) for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All 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 employment of Company who operate such 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 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 and incorporated herein 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:

to County:	The County of Hidalgo Attn: County Judge 1615 South Closner, Suite J Edinburg, Texas 78539
If to Company	Greenwich, Inc. d/b/a Commercial Kitchen Parts & Service Attn: Carl McNeal, Director of Sales 221 North McColl McAllen, Texas, 78501

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not

affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of 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).

WITNESS our hands in duplicate originals this 18th day of December, 2012.

APPROVED AS TO FORM:

Atlas & Hall, LLP

By: [Signature]
Stephen L. Crain, Attorney

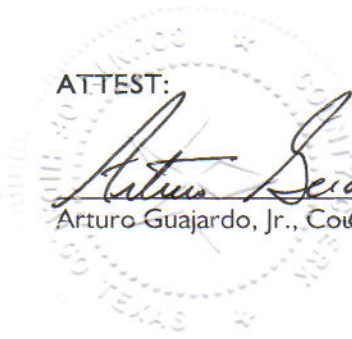
COUNTY OF HIDALGO

By: Ramon Garcia
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 12/18/12 RO

ATTEST:

[Signature]
Arturo Guajardo, Jr., County Clerk



COMPANY: GREENWICH, INC. d/b/a
COMMERCIAL KITCHEN PARTS & SERVICE

By: [Signature]

Printed Name: CARL McNEAL

Title: DIRECTOR OF SALES

EXHIBIT “A”
REQUEST FOR SEALED QUOTES (RFSQ) PROCUREMENT PACKET



PURCHASING DEPARTMENT
County Of Hidalgo

October 24, 2012

Re: **HIDALGO COUNTY SHERIFF'S OFFICE**
REQUEST FOR SEALED QUOTES
"Maintenance & Repairs for Kitchen Equipment & Appliances @ Jail"
RFSQ: 2012-186A-11-09-MEG

Dear Participants:

Enclosed please find a Request for Sealed Quotes (RFSQ) packet for your review and consideration.

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

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

Sincerely,

Elena Gomez, Buyer II
Hidalgo County Purchasing Department

Enclosures



PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR SEALED QUOTES CHECKLIST

HIDALGO COUNTY SHERIFF'S OFFICE

" MAINTENANCE & REPAIRS OF KITCHEN

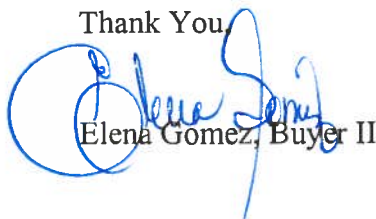
EQUIPMENT & APPLIANCES @ JAIL"

RFSQ: 2012-186A-11-14 MEG

1. Request for Sealed Quotes Letter, consisting of 1 page.
2. Legal Notice, consisting of 8 pages.
3. Exhibit "A" Specifications consisting of 4 pages.
4. Exhibit "B" Bid Page consisting of 2 page.
5. Exhibit "C" Insurance Requirements, consisting of 4 pages.
6. Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 page.
7. Bidder/Vendor Application, consisting of 2 pages.
8. Tax form W-9 consisting of 4 pages.
9. Certification Regarding Debarment, consisting of 1 page.
10. Draft Service Contract, consisting of 8 pages.

The above mentioned items shall be found in the Request for Sealed Quotes (RFSQ) 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 missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank You,


Elena Gomez, Buyer II

REQUEST FOR SEALED QUOTES

HIDALGO COUNTY SHERIFF'S OFFICE "MAINTENANCE & REPAIRS OF KITCHEN EQUIPMENT & APPLIANCES @ JAIL"

**DUE DATE:
NOVEMBER 09, 2012**

Contact Person:

Elena Gomez, Buyer
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
956 318-2626 X 4855

Form HCPD-03



LEGAL NOTICE

RFSQ No: 2012-186A-11-09-MEG

1. Sealed quotes will be received for **HIDALGO COUNTY SHERIFF'S OFFICE – "MAINTENANCE & REPAIRS OF KITCHEN EQUIPMENT & APPLIANCES @ JAIL"** in accordance with the specifications attached as Exhibit "A" hereto. RFSQs should address all specifications set forth. Participants 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 RFSQ.
2. All RFSQs are required with the Participants 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: **RFSQ NO. 2012-186A-11-09-MEG - HIDALGO COUNTY SHERIFF'S OFFICE – "MAINTENANCE & REPAIRS OF KITCHEN EQUIPMENT & APPLIANCES @ JAIL"** and in County's Purchasing Department, physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 11:00 a.m., FRIDAY, NOVEMBER 09, 2012** **FACSIMILES OR LATE ARRIVALS WILL NOT BE ACCEPTED. ANY RFSQ 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 RFSQ. NO. 2012-186A-11-09-MEG.** Hidalgo County reserves the right to refuse and reject any/all RFSQs and to waive any/all formalities or technicalities, or to accept the RFSQ 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 RFSQ that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all RFSQs submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFSQ for approval; and C.) award the RFSQ to one Participant or to multiple Participants if the County determines it is in its best interest to do so."
4. The Participant shall not substitute items named in the RFSQ 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 Participant, or to reject all RFSQs and re-advertise.
5. For work to be performed at a County owned or operated location, each Participant shall, in its sole discretion, visit the job site before preparing the RFSQ and thoroughly familiarize himself/herself with existing conditions. Participant should take field dimensions and note all circumstances which affect the dollar amount of the RFSQ.
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, Participants are required to include illustrations, specifications, explanation of warranties, and service data with their RFSQ including catalogue numbers and any necessary references.

7. No RFSQ may be withdrawn within thirty (30) days from the scheduled time to open RFSQs.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after RFSQ opening.
9. Any interpretations, amendments, corrections or changes to this RFSQ 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 RFSQs. Participants shall acknowledge receipt of all addenda as a part of their RFSQ.
10. County reserves the right to accept or reject any or all RFSQs.
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 RFSQ 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 card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. **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
Elena Gomez, Buyer
(956) 318-2626 x 4855

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- . Invoices must include:

- a) Name and address of successful Participant
- b) Name and address of receiving department or official
- c) Purchase Order Number (if any)
- d) Notation - HIDALGO COUNTY SHERIFF'S OFFICE - "MAINTENANCE & REPAIRS OF KITCHEN EQUIPMENT & APPLIANCES @ JAIL" 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 Sheriff's Office
 Attn: Guadalupe Lupe Trevino
 711 E. El Cibolo Rd.
 Edinburg, Texas 78539
 (956) 383-8114

17. Schedule of Events

Sealed Quote Opening, 11:00 AM	<u>NOVEMBER 09, 2012</u>
Award of Contract	_____, 2012
Commence Work or Deliver Products	_____, 2012

18. RFSQ or Performance Bond; Payment under Contract:

- ~~_____ If the contract proposed is for the construction of public works or is for a contract exceeding \$100,000, all Participants shall furnish a good and sufficient RFSQ bond in the amount of five percent of the total contract price. A RFSQ bond must be executed with a surety company authorized to do business in Texas.~~
- ~~_____ Together with the signing of a contract or issuance of a purchase order following the acceptance of a RFSQ, and prior to commencement of the actual work, the Participant 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. Clossner, 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 RFSQ awarded, the successful Participant'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. RFSQs, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
23. Minimum Standards For Responsible Prospective Participants: A prospective Participant must affirmatively demonstrate Participant's responsibility. A prospective Participant, by submitting a RFSQ, represents to County that it meets the following requirements:
 - . Possess or is able to obtain adequate financial resources as required to perform under the RFSQ;
 - . 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 Participant 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 Participant'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 Participant 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 Participant; County reserves the right to terminate any contract immediately in the event a successful Participant fails to:
 - A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the specifications.
27. Successful Participant 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 Participant, or of any agent, employee, subcontractor or supplier of successful Participant in the execution of, or performance under, any contract which may result from RFSQ 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 Participant 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 Participant'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 Participant.

28. Successful Participant 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 RFSQs shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful Participant 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 Participant 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.

RFSQ
for
HIDALGO COUNTY SHERIFF'S OFFICE
"MAINTENANCE & REPAIRS OF KITCHEN
EQUIPMENT & APPLIANCES @ JAIL"
RFSQ NO.: 2012-186A-11-09-MEG

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned Participant proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned Participant further agrees, upon acceptance of its RFSQ, 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.

Participant acknowledges receipt of all of the pages of the documents referenced in the Invitation to RFSQ Checklist presented in connection with this procurement. Participant understands that Hidalgo County reserves the right to reject any or all RFSQs and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFSQ.

Participant agrees that this RFSQ shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving RFSQs, as contained in the Specifications.

Respectfully submitted,

Participant:

Address:

By:

Printed Name:

Title:

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
"MAINTENANCE & REPAIRS of KITCHEN EQUIPMENT & APPLIANCES at the JAIL"
RFSQ NO. 2012-186A-11-09-MEG

SPECIFICATIONS:

Hidalgo County Sheriff's Office is seeking qualified vendors to Maintain & Repair of Kitchen Equipment & Appliances at the County Jail.

SCOPE

The scope of this contract is to furnish preventive maintenance **ON AS NEEDED BASIS**, all labor, materials, tools, equipment, and supervision for repairing the following kitchen equipment for the Hidalgo County Sheriff's Office.

METHOD OF AWARD may be awarded on a lowest Hourly rate received, highest % mark-up for parts and response time.

For items under Manufacturer's warranty, warranty will prevail until expiration of that warranty, thereafter this agreement will commence.

The requirements listed above are intended as an aid to the Contractor to acquaint them with what could be required to execute the work on this contract. Any item that might be needed and not herein specified shall be furnished and installed by the Contractor in accordance with the terms of this contract.

All work for repairs must be performed on a time and materials basis.

TOOLS, EQUIPMENT, MATERIALS AND JOB SITE SAFETY

It must be the sole responsibility of the Contractor performing services for the contract to safeguard their own materials, tools, and equipment. The County shall not assume any responsibility for vandalism and/or theft of materials, tools and/or equipment.

All work being performed for and/or on Hidalgo County property shall fully conform to all local, state and federal safety regulations, which may include, but not limited to OSHA, etc. Adequate barricades shall be erected and maintained all around areas where equipment and materials are stored and used.

If requested by the County, all existing mechanical and electrical systems and mechanisms within the area of the affected area by this work shall be checked by the Contractor in the presence of the County's representative for proper operation before and after completion of the work.

REQUIREMENTS:

- **Repair Service:** All services will be performed upon request of Sheriff's Office by the awarded vendor(s) during normal business days and hours. (Unless otherwise instructed by Hidalgo County Sheriff's Office)
- **Replacement Parts:** All replacement parts will be provided pursuant to the term contract.
- **Service Calls:** All service call will have a response within twelve (12) hours.
- **All services** will be done on an **"As Needed Basis"**.
- Vendors submitting bid must warranty all services performed/parts.
- Costs are to be net F.O.B. County Prepaid.

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
"MAINTENANCE & REPAIRS of KITCHEN EQUIPMENT & APPLIANCES at the JAIL"
RFSQ NO. 2012-186A-11-09-MEG

TERMS & CONDITIONS

1. Awarded vendor(s) should propose price for a period of one (1) year commencing upon termination upon current contract with the County's option to extend for an additional (1) one year but in no event to exceed the \$50,000.00 (per year) statutory bid limit.
2. Hidalgo County reserves the right to continue this quote for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new quote for the next contract term.
3. Hidalgo County reserves the right to reject any/all quotes, to waive any/all formalities or technicalities, or to accept the quote considered the best and most advantageous to the County.
4. Hidalgo County reserves the right to award to **one or multiple vendors** whichever is in the best interest of the County.
5. Any contract awarded to a successful awarded vendor(s) will be in effect until (a) the contract expires (b) delivery and acceptance of products and/or performance of service ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.
6. Hidalgo County reserves the right to award canceled contract to next lowest awarded vendor(s) as it deems to be in the best interest of the County.
7. The successful awarded vendor will submit and maintain General Liability, Auto Liability and Workers Compensation insurance and its limits through out the contract term, as described and listed in: Exhibit C Insurance Requirements.
8. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.
9. Vendor will make arrangements with the Hidalgo County Purchasing Department to view and inspect equipment prior to submitting quote (if necessary).

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.

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
"MAINTENANCE & REPAIRS of KITCHEN EQUIPMENT & APPLIANCES at the JAIL"
RFSQ NO. 2012-186A-11-09-MEG

- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.
- 2) **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.
- 3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.
- 4) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
- 5) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Further information required for this project can be addressed to, Elena Gomez, Buyer II, Hidalgo County Purchasing Department (956) 318-2626. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, 2812 South Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday October 31, 2012 by 5:00 P.M. Responses to said inquiries will be sent to all applicants via facsimile by no later than, Friday November 2, 2012 by 5:00 p.m.

EQUIPMENT TO BE COVERED UNDER SERVICE AGREEMENT

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
"MAINTENANCE & REPAIRS of KITCHEN EQUIPMENT & APPLIANCES at the JAIL"
RFSQ NO. 2012-186A-11-09-MEG

#	MODEL	DESCRIPTION	SERIAL #
1	G40TB-SEFACS	Braising Pan, MI52351	46-2002177
2	G40TB-SEFACS	Braising Pan, MI52351	46-2004677
3	SG4D-SEFBAD	Vulcan Gas Convection	481396552
4	SG4D-SEFBAD	Vulcan Gas Convection	481396554
5	SG4D-SEFBAD	Vulcan Gas Convection	481396555
6	SG4D-SEFBAD	Vulcan Gas Convection	481396556
7	5GRS65F-SEFCAA	Battered Fryers W/F	481395770
8	60-SEFBAZ	Med Duty Gas Range	481394777
9	972A-SEFBGE	Griddle **Obsolete	601111063
10	RW132W	1 Sec Hot Box Wide	058327-C
11	RW132W	1 Sec Hot Box Wide	058328-C
12	84186	Buffalo Chopper	561-146623
13	2612C	Food Slicer	146745/146747
14	VG 40	Braising Pan ML 126848	46-3002284
15	WS 55	Compact Water Softener	00741129
16	CE 10FD	Combi Oven	DR 1000804
17	CE 10 FD	Combi Oven	DR 1000815
18	2612 C	Food Slicer	561146745
19	V4 B36S-504	Four Open Top Burner	481703388
20	VC4GD-SEFCAG	Vulcan Gas Convection	481704397
21	VC4GD-SEFCAG	Vulcan Gas Convection	481701269
22	VC4GD-SEFCAG	Vulcan Gas Convection	481704271
23	VC4GD-SEFCAG	Vulcan Gas Convection	481704270
24	FT900S	Dish Washing Machine	271192621

HIDALGO COUNTY SHERIFF'S OFFICE
"Maintenance & Repairs of Kitchen Equipment & Appliances @ Jail"
RFSQ NO. 2012-186A-11-09-MEG

NIGP CODE: 936-30

#	Model	Description	Serial #	Hourly rate for Repair & Maintenance	Mark Up (%) Rate For Parts:	Response time 8-5 PM	Response Time after Hours, Weekends & Holidays	Warranty
1	G40TB-SEFACS	Braising Pan, MI52351	46-2002177					
2	G40TB-SEFACS	Braising Pan, MI52351	46-2004677					
3	SG4D-SEFBAD	Vulcan Gas Convection	481396552					
4	SG4D-SEFBAD	Vulcan Gas Convection	481396554					
5	SG4D-SEFBAD	Vulcan Gas Convection	481396555					
6	SG4D-SEFBAD	Vulcan Gas Convection	481396556					
7	5GRS65F-SEFCAA	Battered Fryers W/F	481395770					
8	60-SEFBAZ	Med Duty Gas Range	481394777					
9	972A-SEFBGE	Griddle **Obsolete	601111063					
10	RW132W	1 Sec Hot Box Wide	058327-C					
11	RW132W	1 Sec Hot Box Wide	058328-C					
12	84186	Buffalo Chopper	561-146623					
13	2612C	Food Slicer	146745/146747					
14	VG 40	Braising Pan ML 126848	46-3002284					
15	WS 55	Compact Water Softener	00741129					
16	CE 10FD	Combi Oven	DR 1000804					
17	CE 10 FD	Combi Oven	DR 1000815					
18	2612 C	Food Slicer	561146745					
19	V4 B36S-504	Four Open Top Burner	481703388					
20	VC4GD-SEFCAG	Vulcan Gas Convention	481704397					
21	VC4GD-SEFCAG	Vulcan Gas Convention	481701269					
22	VC4GD-SEFCAG	Vulcan Gas Convention	481704271					
23	VC4GD-SEFCAG	Vulcan Gas Convention	481704270					
24	FT900S	Dish Washing Machine	271192621					

HIDALGO COUNTY SHERIFF'S OFFICE
"Maintenance & Repairs of Kitchen Equipment & Appliances @ Jail"
RFSQ NO. 2012-186A-11-09-MEG

Bidder/Company Name: _____

Address: _____

City/State/Zip Code: _____

Phone #: () _____

Fax No. :() _____

Cell # _____

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 shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD **CERTIFICATE OF INSURANCE** DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED	
INSURERS AFFORDING COVERAGE	
	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THEIR 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				EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$
	<input type="checkbox"/> CLAIMS MADE OCCUR				MEDICAL (Any one person) \$
	<input type="checkbox"/> OWNER'S & CONT PROT				PERSONAL & ADV INJURY \$
	<input type="checkbox"/> OWNER'S PROTECTIVE LIABILITY				ANNUAL AGGREGATE \$
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER POLICY PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$
B	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY-EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC AGG \$
C	EXCESS LIABILITY				EACH OCCURENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATUS- <input type="checkbox"/> OTHER TORTORY 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 BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

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

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: _____

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: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
<input type="checkbox"/> 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

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

**Certification
Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: _____
Print Name: _____
Title: _____
Telephone Number: _____
Date: _____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"
VENDOR'S SEALED QUOTES

RFSQ
for
HIDALGO COUNTY SHERIFF'S OFFICE
"MAINTENANCE & REPAIRS OF KITCHEN
EQUIPMENT & APPLIANCES @ JAIL"
RFSQ NO.: 2012-186A-11-09-MEG

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned Participant proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned Participant further agrees, upon acceptance of its RFSQ, 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.

Participant acknowledges receipt of all of the pages of the documents referenced in the Invitation to RFSQ Checklist presented in connection with this procurement. Participant understands that Hidalgo County reserves the right to reject any or all RFSQs and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFSQ.

Participant agrees that this RFSQ shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving RFSQs, as contained in the Specifications.

Respectfully submitted,

Participant: Commercial Kitchen
Address: 221 N. McColl, McAllen, TX 78501
By: Carl McNete
Printed Name: CARL MCNETE
Title: DIRECTOR OF SALES

HIDALGO COUNTY SHERIFF'S OFFICE
"Maintenance & Repairs of Kitchen Equipment & Appliances @ Jail"
RFSQ NO. 2012-186A-11-09-MEG

NIGP CODE: 936-30

#	Model	Description	Serial #	Hourly rate for Repair & Maintenance	Mark Up (%) Rate For Parts:	Response time 8-5 PM	Response Time after Hours, Weekends & Holidays	Warranty
1	G40TB-SEFACS	Braising Pan, MI52351	46-2002177	\$78 ⁰⁰ /hr	MFG LIST PRICE IS	4 hours	4 hours	90 days
2	G40TB-SEFACS	Braising Pan, MI52351	46-2004677	+ 65 ⁰⁰	USDO FOR PARTS PRICE			
3	SG4D-SEFBAD	Vulcan Gas Convection	481396552	SERVICE FEE ON EACH CALL	MARK UP FROM LIST.			
4	SG4D-SEFBAD	Vulcan Gas Convection	481396554					
5	SG4D-SEFBAD	Vulcan Gas Convection	481396555					
6	SG4D-SEFBAD	Vulcan Gas Convection	481396556					
7	5GRS65F-SEFCAA	Battered Fryers W/F	481395770					
8	60-SEFBAZ	Med Duty Gas Range	481394777					
9	972A-SEFBGE	Griddle **Obsolete	601111063					
10	RW132W	1 Sec Hot Box Wide	058327-C					
11	RW132W	1 Sec Hot Box Wide	058328-C					
12	84186	Buffalo Chopper	561-146623					
13	2612C	Food Slicer	146745/146747					
14	VG 40	Braising Pan ML 126848	46-3002284					
15	WS 55	Compact Water Softener	00741129					
16	CE 10FD	Combi Oven	DR 1000804					
17	CE 10 FD	Combi Oven	DR 1000815					
18	2612 C	Food Slicer	561146745					
19	V4 B36S-504	Four Open Top Burner	481703388					
20	VC4GD-SEFCAG	Vulcan Gas Convention	481704397					
21	VC4GD-SEFCAG	Vulcan Gas Convention	481701269					
22	VC4GD-SEFCAG	Vulcan Gas Convention	481704271					
23	VC4GD-SEFCAG	Vulcan Gas Convention	481704270					
24	FT900S	Dish Washing Machine	271192621					

Bidder/Company Name: Commercial Kitchen

Address: 221 N. McColl

City/State/Zip Code: McAllen, TX 78501

Phone #: () (800) 292-2120

Fax No.:() 210 735 7421

Cell # N/A

Authorized Signature: Carl

Printed Name: CARL McNEAL

Title: DIRECTOR OF SALES

EXHIBIT “C”
INSURANCE REQUIREMENTS



CERTIFICATE OF LIABILITY INSURANCE

COMME-5

OP ID: TO

DATE (MM/DD/YYYY)

11/29/12

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 Frost Insurance - San Antonio 3611 Paesanos Pkwy, Suite 100 San Antonio, TX 78231 Wagoner/Rakestraw AE	Phone: 210-220-6420 Fax: 210-220-6460	CONTACT NAME: Stephanie Dauphin PHONE (A/C, No, Ext): 210-220-6425 E-MAIL ADDRESS: sdauphin@frostinsurance.com FAX (A/C, No): 210-220-6460																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A :</td> <td>America First Lloyds Ins Co</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td>Service Lloyds</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td>Twin City Fire</td> <td>29459</td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	America First Lloyds Ins Co		INSURER B :	Service Lloyds		INSURER C :	Twin City Fire	29459	INSURER D :			INSURER E :			INSURER F :	
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INSURER D :																						
INSURER E :																						
INSURER F :																						
INSURED Greenwich, Inc. dba Commercial Kitchen Parts & Service P O Box 831128 San Antonio, TX 78283																						

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	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			CBP3522378	06/01/12	06/01/13	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 \$ 2,000,000
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BA3522373	06/01/12	06/01/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 25000			CU8775796	06/01/12	06/01/13	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	SRZD22213-12	06/01/12	06/01/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Crime			00KB0224986	06/02/12	06/02/13	Employee Theft 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

See Notepad

CERTIFICATE HOLDER**CANCELLATION**

Hidalgo County Attn: Purchasing Department 2812 S. Hwy. Business 281 Edinburgh, TX 78630	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 <i>Shanan Wagoner</i>
---	--

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NOTEPADINSURED'S NAME **Greenwich, Inc. dba****COMME-5
OP ID: TO**PAGE 2
DATE **11/29/12**

General Liability Additional Insured-Automatic Status When Required In
Construction Agreement with You-Contractors-Completed Operations CG22-135
(04-11) Section IV: a. Primary Insurance
General Liability Additional Insured-Owners, Lessees or
Contractors-Automatic Status When Required In Construction Agreement With
You CG22-132 (01-08)
General Liability Waiver of Transfer of Rights of Recovery Against Others
to Us-When Required In a Contract or Agreement with You. CG22-126 (01/08)
General Liability Amendment of Cancellation Provisions or Coverage Change,
Blanket as Required By Written Contract, 30 days CG0205 (01/96)
WC Texas Waiver of Our Right to Recover From Others Endorsement WC420304A
Auto Waiver of Transfer of Rights of Recovery Against Others to Us-As
Required By Written Contract 16-87 (11/09)
Business Auto Extension Endorsement Additional Insured by Contract,
Agreement or Permit #4 16-59f (05/04)
Auto Amendment of Cancellation Provisions or Coverage Change, Blanket as
Required By Written Contract, 30 days 17-59CA (06/94)
Auto Additional Insured-Lessor CA20010299
Texas Notice of Material Change Endorsement 30 days, WC420601



SPECIAL MEETING - DECEMBER 18, 2012

MEMBERED, that on this 18th day of December A.D., 2012, there was begun and
SPECIAL MEETING of the Honorable Commissioners' Court of Hidalgo County,
in the following members thereof were present, to-wit:

HONORABLE RAMON GARCIA	HIDALGO COUNTY JUDGE
HONORABLE JOEL QUINTANILLA	COMMISSIONER, PRECINCT NO. 1
HONORABLE HECTOR "TITO" PALACIOS	COMMISSIONER, PRECINCT NO. 2
HONORABLE JOSEPH PALACIOS	COMMISSIONER, PRECINCT NO. 4

and ARTURO GUAJARDO, JR., COUNTY CLERK & EX-OFFICIO CLERK OF THE
COMMISSIONERS' COURT of Hidalgo County, Texas, wherein the following proceedings
were had, to-wit:



AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
December 18, 2012
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

- 1. Roll Call**
All members of the Court were counted present.
- 2. Pledge of Allegiance**
Judge Garcia led the Court and Audience in reciting the Pledge of Allegiance.
- 3. Prayer**
Commissioner Quintanilla led the Court and Audience in Prayer.
Judge Garcia asked for a Moment of Silence in memory of the twenty six victims of Newtown, Connecticut and honored their family and survivors.
- 4. Approval of Consent Agenda**
The Court moved to approve the Consent Agenda.
At this time, the Court then took items 6.B, 16.A. and 17.A. out of order.
- 5. Open Forum**
 - Frank Traver commented on the rail system and how it does not make any profit.
 - Josie Leal thanked Commissioner Joseph Palacios for his assistance with Hoen Montecristo Subdivision.
 - Dr. Gloria Vela requested to use Open Forum for Prayer.
 - Opal Billman discussed her false imprisonment as a result for petition for divorce.
- 6. County Judge's Office:**
 - A.** Discussion, consideration and Approval of Memorandum of Understanding between the Texas Forest Service, Regional Incident Management Team Member and the County of Hidalgo, with the authority for the County Judge to execute documents for the following County employees:

Rolando Benavides-Hidalgo County Emergency Management
Juan Martinez-Fire Marshal's Office
Carlos Moreno-Right of Way
Karina Cardoza-Public Affairs Division

2. Pct. #3 Drainage Improvement (1200):
 - a. Approval of certification of revenues, as certified by Co. Auditor for revenues received from the Texas Department of Transportation (TXDOT) for the sale of parcels 12 & 13 located in FM 681 (from SH 107 to FM 681 @ FM 2221).
 - b. Approval of 2012 appropriation of funds into Pct. 3 Drainage Improvement Project (fund 1200, program #049) in the amount of \$296,053.00 to fund anticipated capital asset purchases.

On motion by COMMISSIONER, PCT. 1 JOEL QUINTANILLA, seconded by COMMISSIONER, PCT. 2 HECTOR PALACIOS , the Court made a UNANIMOUS vote to approve items 18.B.2.a & b.

Vote: 3 - 0 - Unanimously

19.

Purchasing Department - Marty Salazar:

Notes:

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

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

A. Hidalgo County

1. **Presentation for acceptance and approval of Current inter-local(s) and/or contract(s) for the "Housing of Inmates"**

2. **Presentation for discussion, consideration and action**

Including, but not limited to, the following items in connection with New Adult Detention Center:

- a) Detention Facility Law Enforcement Center Design- Build Contract with including action regarding Landmark Application for payment, final punch list and release of retainage
- b) Construction of additional pod(s)
- c) Selection and engagement of an architect for the construction of additional pods

NO ACTION taken on items 19.A.1 & 2. a, b & c.

3. Acceptance and approval of Contract #C-12-130A-12-18 with Elite Transportation (bid awarded by CC on 11/27/12) for the provision of: Hidalgo County Dead Body Pickup and Transport Services-RFB No.: 2012-130A-10-03-SMA.

and/or any other such machines in Hidalgo County for as long as machines are owned and used.

On motion by COMMISSIONER, PCT. 1 JOEL QUINTANILLA, seconded by COMMISSIONER, PCT. 2 HECTOR PALACIOS , the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

D. Sheriff's Office

1. Presentation of RFSQ received from Commercial Kitchen as further detailed in tabulation sheet contained herein meeting all specifications and/or requirements for the purpose of award and approval of contract for RFSQ titled: Hidalgo County Sheriff's Office-" Maintenance & Repair of Kitchen Equipment and Appliance" through project No.: 2012-186A-MEG

On motion by COMMISSIONER, PCT. 1 JOEL QUINTANILLA, seconded by COMMISSIONER, PCT. 2 HECTOR PALACIOS

, the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

E. Auditor's Office

1. a. Requesting clarification and approval to amend the Sole Source Declaration (previously approved by CC on December 20, 2011-AI#30195) with Weidenhammer Systems Corporation for the continuous services of the Alio maintenance and support agreement services as well as any future purchases of equipment, license, software, maintenance and support services for Auditor's Office Alio in place through the life term of the equipment/software/hardware/maintenance/support services in place; and

On motion by COMMISSIONER, PCT. 1 JOEL QUINTANILLA, seconded by COMMISSIONER, PCT. 2 HECTOR PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote : 3 - 0

- b. Approval to pay the annual maintenance and support renewal fees in the amount of \$38,270.00 for fiscal year 01/01/13-12/31/13 including the signing of required documents by County Judge or Court Member.

On motion by COMMISSIONER, PCT. 1 JOEL QUINTANILLA, seconded by COMMISSIONER, PCT. 2 HECTOR PALACIOS , the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

AI-47525

Purchasing Department 11. L.

CC CONSENT

Meeting Date: 12/02/2014

Submitted For: Marty Salazar

Submitted By: Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Due to funding requirements, requesting acceptance of a "Contribution-In-Aid-of Construction Agreement" (CIAC) with AEP Texas a Sole Source Vendor approved on AI#45513 (07-29-14), for the Installation of electrical facilities to serve Precinct No. 4 Sunflower Park in the total amount of \$570.40 with authority for County Judge to sign agreement.

BACKGROUND

AEP Texas continues to be a Sole Source provider for these type of services as recently approved by C.C. on AI#45513 (07/29/14).

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1339-452-00-124-132-0-720

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available through Req # 267160

Attachments

Sole Source Declaration AEP TEXAS 7-29-14

AEP CIAC - PRO FORMA -PCT SUNFLOWER PARK

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	11/24/2014 11:04 AM
Budget & Management	Debbie Tamez	11/24/2014 11:22 AM
Glinda Pacheco	Glinda Pacheco	11/24/2014 02:21 PM
Auditor's Office	Monica Badillo	11/26/2014 03:58 PM
Form Started By: Moises Salazar		Started On: 11/21/2014

Final Approval Date: 11/26/2014

D. Pct. 2

1. **AI-45710** Requesting acceptance and approval of Work Authorization No. 9 (with an estimated cost of \$3,060.15) as submitted by Raba Kistner, Inc., Contract# C-13-351-01-21, for Construction Material Testing services for the Pct 2 Moonlight Ave. (1524 ft W of "I" Rd to "I" Rd) Paving Improvement Project.

On motion by COMMISSIONER PCT. 2, HECTOR PALACIOS, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR. , the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

2. **AI-45675** Approval of the following invoices listed for previously approved purchase orders for operating expenditures exceeding \$7,500:

Invoice No.	Vendor	Amount
B403546-IN	Arguindegui Oil CO II LTD	\$ 8,056.49

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES , the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

3. **AI-45712** Approval of the following requisitions listed for operating expenditures exceeding \$7,500:

Program	Requisition No.	Vendor	Amount	Item
Pct 2 Moonlight Ave Project	260913	Frontera Materials, Inc.	\$32,132.00	Asphalt for Paving Project
Pct 2 Owassa Rd Project	260912	Frontera Materials, Inc.	\$32,248.00	Asphalt for Paving Project.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS , the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

E. Pct. 4

1. **AI-45513** A. Requesting approval of an "order" granting an exemption from competitive bidding requirements under Texas Local Gov't. Code, Chapter 262, Section .024 (a)(7) "an item that can only be obtained from only one source.";

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR. the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

B. Approval of a "Sole Source Declaration" for AEP Texas Central Company (on an as needed basis) for the provision of installation and removal of primary poles, lights, equipment, transformer upgrades and other related services through execution of a "Contribution-In-Aid-of-Construction Agreement" with AEP Texas Central Company commencing with Precinct #4 for the site detailed/described in document attached (and issuance of Purchase Order-if necessary & applicable) including authority for County Treasurer to issue check after review and processing procedures are completed by County Auditor;

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

C. Approval for Hidalgo County Departments, Programs and/or Agencies to purchase future related services offered only from AEP Texas Central Company and as sole sourced herein and execution of the Contribution-In-Aid-of-Construction Agreements on an as needed basis.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

2. **AI-45624** Correction to AI-29577 (approved CC 11/22/11) to **replace sub-consultant** , Pursuant to Article 14 of the current agreement-**C-11-234-09-13 & WA#1** with **L&G Engineering**, reflecting the change from Leonel Garza, Jr. & Associates to acceptance and approval to engage the services of **Professional Appraisal Services, Inc.**

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES , the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

3. **AI-45685** Accept and approve final negotiated "**professional appraisal services**" agreement with **George Jaime Salazar, II d/b/a APPRAISAL HAUS** for "**Job Specific**" Project: Appraisal Services for the "**Sale of Properties**" within **Precinct 4** , as approved for negotiations by CC on 06-17-14.

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

At this time, Commissioner Hector "Tito" Palacios stepped away from the meeting.

PLEASE >> Please remit To:
 DETACH >> AEP-Texas Central Co.
 STUB >> Sandra Casas
 AND >> 355 W Highway 77
 RETURN >> San Benito TX 78586
 WITH >> Bill To:
 PAYMENT >> Hidalgo County Precinct No. 4
 1051 N DOOLITTLE RD
 Edinburg, TX 78542

Company No: 211
 Contract No: DWMS00000250978
 Customer No: 11109771
 Date: 11/17/2014
 Amount Due: 570.40

Amount Remitted: _____

Contract No: DWMS00000250978
 Date: 11/17/2014

PRO FORMA

Customer No: 11109771
 Purchase Order: 55852203

Description	Quantity	UOM	Init Amt	Net Amount
Install AEP facilities as requested by Hidalgo County Pct. 4 to serve Sunflower Park.	1.0	EA	570.40	570.40

Amount Due: 570.40

AEP Texas Central Company

Contribution-In-Aid-Of-Construction Agreement For Electric Distribution Service

Hidalgo County Precinct No. 4
Service: 321 N SUNFLOWER
LA BLANCA, TX

Mailing: 1051 N DOOLITTLE RD
Edinburg, TX 78542

Contract #: DWMS00000250978

Work Request #: 55852203

Date: 11/17/2014

You, Hidalgo County Precinct No. 4 (Customer) have requested AEP Texas Central Company (Company) to install/construct certain electric distribution facilities (hereinafter referred to as "Facilities") as follows: Install AEP facilities as requested by Hidalgo County Pct. 4 to serve Sunflower Park.

The cost for construction/installation of the requested Facilities will be in excess of what would normally be provided by Company at no additional cost to the Customer to initiate service. In accordance with the Company's approved Tariff, as filed with the Public Utilities Commission of Texas, the Customer agrees to pay Company a one-time, non-refundable, Contribution-In-Aid-Of-Construction (CIAC) in the amount of 570.40. The Customer understands that he/she receives no ownership or control of the Facilities by virtue of the payment of the CIAC. The Facilities installed by the Company will remain the property of the Company. The Company expressly retains the right to use said Facilities for any purpose which Company deems appropriate under good utility practices, including the distribution of electric service to other customers.

Company agrees to install AEP facilities as requested by Hidalgo County Pct. 4 to serve Sunflower Park, and the Customer agrees to provide signed copy of CIAC Agreement, pay for charges on PRO-FORMA, clear location for the installation of AEP facilities, provide meter pole for overhead service and to be ready to take electric service on or before 11/17/2014.

It is understood and agreed that the Company will not begin construction/installation of the Facilities until full payment of the CIAC has been received by the Company; therefore, Customer understands and agrees that he/she needs to make full payment of the CIAC in sufficient time to allow for the construction/installation to be completed by the In Service Date.

The pricing of the CIAC quoted herein is based on the specifics of the Customer's request, including the Customer's stated In Service Date, and must be accepted by the Customer by executing and returning to the Company this Agreement by 2/15/2015 to remain valid. Should Customer alter the request for facilities, or request a delay in (or is otherwise unable to take service by) the stated In Service Date, the Company reserves the right to update the pricing and require an additional CIAC payment to reflect any increases in cost due to the alteration in requested facilities or the delay in taking service, or both.

Nothing contained herein shall be construed as a waiver or relinquishment by Company of any right it has or may hereafter have to discontinue service for default in the payment of any bill owing or to become owing hereunder or for any reason or cause allowed by law.

By signing and returning this Agreement, Customer understands and accepts the above described terms and conditions.

Customer
By _____
Signature: _____
Title: _____
Date: _____

Company
By _____
Signature: _____
Title: _____
Date: _____

AI-47345

Purchasing Department 11. M.

CC CONSENT

Meeting Date: 12/02/2014

Submitted For: Martha L. Salazar,
HC-PAgnt.

Submitted By: Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval to exercise the sixty (60) day extension as provided under the current contract between Hidalgo County and NTC Drug and Alcohol Testing Services for the provision of "Drug and Alcohol Testing for Hidalgo County Employees", under the same rates, terms and conditions.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: VARIOUS

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

There are various accounts in the county. Sheriff, Juvenile and Safety Divisions are the major end user departments. 4-1100-419-50-125-003-0-339 and 4-1100-421-00-280-001-0-339.

Attachments

Current Insurance Certificates of Acord

60 Day Extension Contract

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/25/2014 11:25 AM
Budget & Management	Debbie Tamez	11/25/2014 11:47 AM
Obdett Calzada	Obdett Calzada	11/25/2014 03:49 PM
Auditor's Office	Monica Badillo	11/26/2014 03:58 PM
Form Started By: Yolanda Velasquez		Started On: 11/07/2014 02:02 PM
Final Approval Date: 11/26/2014		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/16/2014

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 Shepard Insurance Agency 5801 N 10th St Ste 300 McAllen, TX 78504	CONTACT NAME: PHONE (A/C, No, Ext): (956) 686-3888 FAX (A/C, No): (956) 682-5650 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : American Hallmark Ins Co of TX 43494	
INSURED NTC Drug Testing Services, Inc P.O. Box 2883 McAllen, TX 78502	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	AHWC1813	09/18/2014	09/18/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Blanket Waiver of Subrogation per written contract

CERTIFICATE HOLDER Hidalgo County 2812 S. Bus. Hwy 281 Edinburg, TX 78540	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
---	--



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

October 30, 2014

N.T.C., Drug Testing Services Inc.
Attn. Susan Sanchez, Director
P.O. Box 2883
McAllen, Texas 78501

via email: ntcdrugtestingstaff@yahoo.com

Re: Sixty (60) Day Extension to #E-13-339-11-12 (C-10-170-05-25) -"Drug and Alcohol Testing for H.C. Employees"

Dear Ms. Sanchez:

Commissioners' Court will take applicable action on (**Tuesday, December 02, 2014**) in connection with the Hidalgo County's option to exercise the **Sixty (60) Day** grace period as stated in the current contract in place while the procurement process is completed. (**Commencing, January 01, 2015, and Expiring, March 01, 2015**) or (**upon completion of the procurement process which ever comes first**) under the same rate, term and conditions.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Friday, October 31, 2014, attn: Yolanda Velasquez, Buyer III to facsimile (956) 318-2629 or via email yolanda.velasquez@co.hidalgo.tx.us

By: _____


Date: _____

10/31/14

Additionally, we are requesting your company provide an "Updated Certificate of Insurance" as required through Hidalgo County's Request for (Bids, Quotes, Proposals, Statement of Qualifications).

Should you have any questions or require additional information, please do not hesitate to contact me at 956-292-7000 extension 4881. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,


Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Department

xc: file

Vote: 5 - 0 - Unanimously

C. **AI-41541** Requesting authority to exercise the additional ONE (1) YEAR option to extend the (on as needed basis) agreements, under the same rates, terms and conditions with ROY'S HAULING SERVICES for Hidalgo County Precinct No. 4 (as set forth below):

a) C-12-103a-11-06- "PIT RUN CALICHE" - (Commencing, 11/18/13, Expiring, 11/17/14)

b) C-12-105-09-18- "HAULING SVCS of ALL RD MATERIAL(Excluding-HOT MIX)"-(Commencing, 11/30/13, Expiring, 11/29/14)



D. **AI-41301** 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 provided with N.T.C. Drug Testing Services Inc. for the provision of "Drug and Alcohol Testing For Hidalgo County Employees", under the same rates, terms and conditions with renewal effective date of January 1, 2014 with ending date of December 31, 2014.

E. **AI-41684** Acceptance and approval of Invoice #11324561 in the amount of \$7,577.28 and Invoice#11324613 in the amount of \$7,577.28, from L&G Consulting Engineers, Inc. contracted engineer for HCMPO Policy Meeting and HCMPO Tech Meeting. C-13-225-07-09

F. **AI-41573** DISTRICT CLERKS:
Requesting authority to enter into a 36-month lease thru State Awarded vendor contract # DIR-SSD-1674 a total of (5) various new copiers (capital) lease and maintenance agreement with Ricoh Americas Corporation,

One Ricoh MPC5503 in the amount of \$417.94 monthly (requisition # 245356)

One Ricoh MP6002SP in the amount of \$522.92 monthly (requisition # 246548)

One Ricoh MP5002SP in the amount of \$237.98 monthly (requisition # 246560)

Two Ricoh MP5002SP in the amount of \$213.67 monthly (requisition # 246551 & 246549)

All monthly lease payment including maintenance plan starting upon approval.

G. **AI-41718** 1. Requesting approval of the Commercial Alarm Monitoring Agreement as required by vendor, Superior Alarms and as awarded under TASB BuyBoard under contract #401-12;
2. Requesting approval & authority to enter into a three (3) year commercial alarm monitoring services and execute vendor's required commercial alarm monitoring agreement with Alan Yoder Enterprises, Inc. d/b/a Superior Alarms for the WIC Edinburg Offices through the requisitions 246006 and 246149 effective upon approval: A monthly charge of commercial alarm monitoring services at \$15.00/monthly, monitoring fire services at \$25.00 and to include one time fee of a fire dailer cost \$496.00 and a labor cost of \$65.00.



AI-41301

Purchasing Department

7. D.

CC CONSENT

Meeting

11/12/2013

Date:

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 provided with N.T.C. Drug Testing Services Inc. for the provision of "Drug and Alcohol Testing For Hidalgo County Employees", under the same rates, terms and conditions with renewal effective date of January 1, 2014 with ending date of December 31, 2014.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: Various

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

There are various accounts in the county. Sheriff, Juvenile and Safety Divisions are the major end user departments. 3-1100-419-50-125-003-0-339 and 3-1100-421-00-280-001-0-339.

Attachments

Signed Extension and Contract

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	10/31/2013 08:31 AM
Budget & Management	Obdett Calzada	10/31/2013 09:42 AM
Auditor's Office	Monica Badillo	11/08/2013 05:07 PM
Form Started By: Vangie Garcia		Started On: 10/17/2013 10:59 AM
	Final Approval Date: 11/08/2013	



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

October 17, 2013

N.T.C. Drug Testing Services Inc.
Attn: Susan Sanchez, Director
P.O. Box 2883
4132 N. 23rd. Street
McAllen, Texas 78501

Via Email: ntcdrugtestingstaff@yahoo.com

Re: Renewal Of Agreement-C-10-170-05-25
Drug And Alcohol Testing For HC Employees"

Dear Ms. Sanchez:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to extend the final year of the two (2)-one (1) year renewal 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 **Tuesday, November 5, 2013** for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than **12:00 Noon, Tuesday, October 22, 2013** and or sooner, via facsimile to (956) 956-318-2529 or email to: so as to meet the agenda request form deadlines.

By:

A handwritten signature in black ink, appearing to read "Vangie Y. Garcia", written over a horizontal line.

Date: Oct. 18, 2013

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-10-170-05-25**

THIS CONTRACT is made and entered into this 25th day of **May, 2010** by and between the County of Hidalgo, Texas ("County"), and **NTC Drug Testing Services dba Nurses, Technicians & Collectors, Inc.**, ("Company").

WHEREAS, Company responded to request for bids for "Drug and Alcohol Testing Services" (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 agrees that this Contract is entered into in order to provide the Service to locations within 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 Hidalgo County or his designated agent(s). 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 **July 4, 2010** and ending **December 31, 2012** and may be extended at the sole discretion of County for an additional two (2)-one (1) year terms, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons

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

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
 Attn: County Judge
 100 E. Cano
 Edinburg, Texas 78539

If to Company **N.T.C. Drug Testing Services**
 dba Nurses, Technicians, & Collectors, Inc.
 P.O. Box 2883
 4132 N. 23rd
 McAllen, Texas 78502

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 by County with thirty day's written notice prior to cancellation.

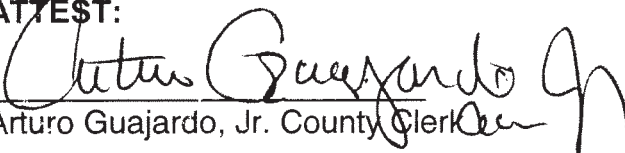
15. The contract may be terminated without cause upon thirty (30) days written notice by County.

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.

WITNESS our hands in duplicate originals this ____ day of _____, 2010.


ATTEST:


Arturo Guajardo, Jr. County Clerk

COUNTY OF HIDALGO

By: 
Rene A. Ramirez, County Judge

COMPANY: **NTC Drug Testing Services**
dba Nurses, Technicians & Collectors, Inc.

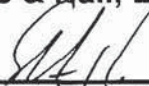
Printed Name: SUSAN SANCHEZ 

Title: DIRECTOR

Approved by Commissioners Court on: **05/25/2010**

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: 

Stephen L. Crain

Bid No: 2010-170-05-05-SMA

Buyer: Sandra Montalvo

Tel. No: (956) 318-2665 ext. 4865

REQUEST FOR BIDS

HIDALGO COUNTY “DRUG AND ALCOHOL TESTING FOR HIDALGO COUNTY EMPLOYEES”

BID OPENING DATE: May 05, 2010 @9:30 A.M.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
956- 318-2626



956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY – DRUG AND ALCOHOL TESTING FOR HIDALGO COUNTY EMPLOYEES"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
2. **ONE (1) ORIGINAL AND THREE (3) COPIES** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2010-170-05-05-SMA-HIDALGO COUNTY- DRUG AND ALCOHOL TESTING FOR HIDALGO COUNTY EMPLOYEES"** and in County's Purchasing Department, 2812 s. Business Highway 281, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, MAY 05, 2010.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR BIDS-2010-170-05-05-SMA-HIDALGO COUNTY-DRUG AND ALCOHOL TESTING FOR HIDALGO COUNTY EMPLOYEES".

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 items 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 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-DRUG AND ALCOHOL TESTING FOR HIDALGO COUNTY EMPLOYEES**" 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 Human Resources Department
 1615 South Closner
 Edinburg, Texas 78539
 ATTN.: Esther Cortez, Director
 (956) 318-2660

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 AM	<u>MAY 05, 2010</u>
Award of Contract	_____ 2010
Commence Work or Deliver Products	_____, 2010

18. BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.
- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.
- If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.
- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.
- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity

or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. DISCLOSURE OF CONFLICT OF INTEREST

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County (“the County”) to disclose in the Conflict of Interest Questionnaire (the “CIQ”) attached as Exhibit D, the vendor, person, consultant or contractor’s affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk’s Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk’s Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services
23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- **Possess 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.htm . If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.**
 - Possess or is able to obtain adequate financial resources as required to perform under the bid;
 - Be able to comply with the required or proposed delivery schedule;
 - Have a satisfactory record of performance;
 - Have a satisfactory record of integrity and ethics;
 - Be otherwise qualified and eligible to receive an award.
24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:
- A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the specifications.
27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.
28. Successful bidder shall warrant that all items/services shall conform 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
"DRUG AND ALCOHOL TESTING FOR HIDALGO COUNTY EMPLOYEES"**

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 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: _____

(THIS PAGE MUST BE SUMITTED WITH BID)

EXHIBIT "A"
HIDALGO COUNTY

"DRUG AND ALCOHOL TESTING FOR HIDALGO COUNTY EMPLOYEES"
BID NO. 2010-170-05-05-SMA

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.

GENERAL

1. HIDALGO COUNTY is seeking bids from qualified firms for the purpose of performing drug and alcohol testing services including but not limited to, collecting and analyzing urine specimens for random and new hire drug and alcohol testing for Hidalgo County employees "ON AN AS NEEDED BASIS.
2. The Hidalgo County Drainage District No. One Board of Directors may, at their option, utilize the professional services Provider(s) selected by Hidalgo County for Hidalgo County Drainage District No. One. Should the Board of Directors of Hidalgo County Drainage District No. One decide the firm(s) selected as the one(s) selected by Hidalgo County, the Provider(s) shall offer Hidalgo County Drainage District No. One the same terms and provisions as it/they offer(s) Hidalgo County under the service agreement(s).
3. The services shall be mandated by the Omnibus Transportation Testing Act of 1991, the U.S. Department of Transportation (DOT), the Drug Free Workplace Act on alcohol and drug misuses and shall be in accordance with any applicable Federal, State and/or Local Laws.
4. The Vendor will administer all aspects of the drug and alcohol testing process to meet all applicable requirements and The County of Hidalgo Drug and Alcohol Policy.

SCOPE OF SERVICES:

1. Vendor shall notify Hidalgo County of any changes in Federal requirements with respect to the regulations of Services provided herein.
2. Vendor shall have ability to conduct a Drug and Alcohol Testing Services Program in accordance to The County of Hidalgo Drug and Alcohol Policy (herein attached Exhibit "E") and as required by local, state, and federal laws and regulations.
3. Vendor shall perform collection of; but may not necessarily limited to, urine and breath samples by certified staff, in accordance with NIDA standards and DOT and/or County policy and protocol for post-offer pre-employment and random drug tests as required.
4. Conducting Services in accordance with The County of Hidalgo Drug and Alcohol Policy including but not limited to:
 - a. Post offer, pre-employment screening to all new employees safety-sensitive positions only;
 - b. Post employment transfer, promotion and/or reassignment to safety sensitive position;
 - c. Reasonable Suspicion;
 - d. Employee found in possession of drugs and/or alcohol;
 - e. Employee returning to work after a leave of absence of 45 days or more- safety-sensitive positions only;
 - f. Post accident and/or critical near miss;
 - g. Random Testing for safety-sensitive positions should already include CDL drivers.
5. Vendor must provide this drug and alcohol testing services with licensed and certified personnel and laboratories as required by Local, State and Federal Law including, but not limited to, Medical Review Officer (MRO), Breath Alcohol Technician (BAT) and Substance Abuse Professional (SAP) and National Certified Addiction Counselor II (NCACII) as required by DOT.
6. The service provider will assure security and validity of urine collections maintenance of a proper and documented chain of custody for the specimens and accurate records thereof in compliance with 49 CR Part 40 for DOT required specimens.
7. Establish and maintain clear, well-documented accessing, quality control and confidentiality procedures.
8. The initial screen test must be conducted using an evidential breath testing device (EBT) or a non-evidential alcohol screen device (ASD using breath. The confirmatory test can only be conducted using an EBT.

9. **RANDOM DRUG AND ALCOHOL TESTING** – The County will require approximately 50% random drug and alcohol testing for employees who are required to possess a CDL to perform their job duty and/or every employee working in a job classified as a safety-sensitive position to be performed on a monthly and/or quarterly basis and must meet DOT regulations. Safety sensitive positions are located in various departments countywide. Vendor must provide a description of the work plan and the methods to be used that will demonstrate what the vendor intends to do, the timeframes necessary to accomplish the work and how the work will be accomplished. The vendor must specify the test procedures that will be utilized. The vendor must also include a plan for performing random testing at the Hidalgo County Human Resources Department and/or multiple locations simultaneously.

Before notification of a positive test result (other than alcohol), on any/all employees regardless of job description and duties, the readings shall be referred to a Medical Review Officer (MRO) for review to concur with the test results, as to eliminate any doubt or possibility that the readings were a result of medication obtained within policy parameters.

10. Vendor must provide Reasonable Suspicion training certification to designated County employees and must provide complete description of the training and consultation services offered on an as needed basis.
11. Vendor must hand deliver positive result to Hidalgo County Human Resources Department. Negative results will be hand delivered to the Hidalgo County Human Resources Department at 1615 South Closner, Edinburg, Texas within twenty-four (24) hours of testing. It is further required that Human Resources Department be notified by the vendor within twenty-four (24) hours of possible delays due to positive test results.
12. Test results other than “stat” must be performed and results returned within seventy (72) hours. Those requiring a longer incubation period will be mandated, that the results be returned within forty-eight (48) hours after incubation period. Results will not be divulged in any form to anyone other than to those designated authorized County representatives. At all times HIPPA requirements will be fully complied with.
13. Statistical reports of test results may be requested from the vendor on a quarterly basis and on an annual basis. Information on the statistical reports may be requested from the designated County representative.
14. As per Department of Transportation (DOT) regulations and as approved by Hidalgo County Commissioner’s Court on May 15, 2007, Alcohol screening tests that result in a concentration of less than 0.02, is considered negative and no further testing will be required. For tests with results greater than or equal to 0.02, a second test will be required, for confirmation, 15 to 30 minutes from the time of the first positive test.
15. Vendor must possess capability for collection of urine samples and conduct tests in response to critical time frames for post accident and reasonable suspicion testing situations 24 hours a day, 7 days a week. Pre-employment and Random Testing will require the capability of testing as needed by the Human Resources Department.
16. Vendor must be able to respond after hours and weekends.
17. **QUALIFICATIONS OF THE VENDOR** – Must remain current on testing and medical standards for all services to be performed as a result of this contract. Vendor must provide the County Purchasing Department with all licenses and certificates when they are renewed.
18. Vendor must provide all chain of custody forms, supplies, and equipment necessary to collect analyze and store urine specimens for both DOT and NON DOT collections.
19. **BID PRICE** must include an individual and a total test charges (fees) for the following:
- **PANEL 5**
 - Amphetamines:
 - Amphetamine
 - Methamphetamine
 - Cocaine Metabolites
 - Marijuana Metabolites
 - Opiates:
 - Morphine
 - Codeine
 - Phencyclidine (PCP)

- Alcohol

Bid must indicate fees for urine and breath tests as requested on Bid Page (Exhibit "B").

20. **TESTING SITE**– Vendor must have testing locations in *EASTERN* (Precinct No. 1) *CENTRAL* (Precinct No. 2 or 4) and *WESTERN* (Precinct No. 3) Hidalgo County including a locked, secured box, etc. for private articles where applicable.
21. **PRE-BID CONFERENCE will be held on Tuesday, April 27, 2010 @ 2:30 p.m. at the Hidalgo County Purchasing Department (Conference Room), at 2802 S. Business Hwy. 281-New Administration Bldg, Edinburg, Texas .** We encourage all participating bidder(s) to attend.

TERMS AND CONDITIONS

1. **CONTRACT TERM** – This Contract shall be for a period of two (2) years and may be extended at the sole discretion of the County for an additional two (2) one (1) year terms under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this Contract for an additional sixty (60) day grace period at the end of the Contract term for unforeseen delay of a new Contract award or any extension thereof and under the same terms and conditions as set forth herein.
2. **REFERENCES** - Submit a minimum of five (3) references that include, company names, addresses, contract persons and telephone numbers for the contact persons, who can verify your performance as a vendor with Government Entities in the State of Texas. The County reserves the right to contact references other than, and/or in addition to, those furnished by the vendor.
3. Vendor must have been in business within the past five (5) years.
4. Hidalgo County will seek purchases/services from State awarded vendors whenever it is, its best interest to do so.
5. Hidalgo County reserves the right to add or delete items during the term of the contract under the same rates and conditions.
6. Any contract awarded to a successful bidder will be in effect until:
 - The contract expires
 - Delivery acceptance of products and/or performance of services ordered, or
 - Terminated by County with thirty (30) days written notice prior to the cancellations.
7. Hidalgo County reserves the right to award the bid to ONE OR MULTIPLE bidders if the County determines it is in its best interest to do so.
8. **INSURANCE REQUIREMENTS** for this project to be maintained though out the contract term (Refer to limits in Exhibit "C").
9. 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.
10. **INDEMNIFICATION** – The successful bidder shall be required to agree to indemnify and hold harmless the County of Hidalgo and its officers, employees, and agents, from and against any and all actions, claims, liabilities, losses and expenses, including but not limited to attorneys' fee, for personal, economic or bodily injury, wrongful death, loss of or damage to property, in law or in equity, which may arise or be alleged to have arisen from the negligent acts or omissions or other wrongful conduct of the successful bidder, its employees, or agents in connection with the performance of service pursuant to the resultant Contract; the successful bidder shall pay all such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses, and shall pay all costs expended by the County in the defense of such claims and losses, including appeals.
11. 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.

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 procedures 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 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 contactor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.
2. **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.
3. **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.
4. **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
5. **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Further information required for this project can be addressed to, Hidalgo County Purchasing Department. 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, 2812 S. Business Highway 281, Edinburg, Texas 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956)318-2629 OR VIA E-MAIL TO, sandra.montalvo@co.hidalgo.tx.us by NO LATER THAN, **Wednesday, April 28, 2010 by 5:00 P.M.** Responses will be sent to all applicants via e-mail by no later than, **Friday, April 30 2010 by 5:00 P.M.**

The County of Hidalgo Drug and Alcohol Policy

1. Policy Statement

The County of Hidalgo (the "COUNTY") recognizes that alcohol and drug abuse in the workplace has become a major concern. To help ensure a safe, healthy and productive drug-free work environment for all employees (collectively "Employees") of the COUNTY and others on the property of the COUNTY, to protect COUNTY property and assets, maintain a favorable public image and to assure efficient operations, the COUNTY has adopted a policy on drugs, alcohol and other prohibited items applicable to all Employees. This policy is intended to comply with the Drug Free Workplace Act of 1988, the Texas Workers Compensation Act and all applicable regulations issued by the Department of Transportation ("DOT").

It is the policy of the COUNTY to maintain its property and to provide a drug-free working environment that is both safe for Employees and others having business with the COUNTY or on COUNTY property and conducive to efficient and productive work standards. This policy restricts certain items and substances from being brought on or being present in or on COUNTY property, including all COUNTY owned and operated buildings, parking areas, easements and rights of way, vehicles, equipment, parks and recreational areas, capital projects, construction sites, job sites and any areas which fall under the jurisdiction and control of the COUNTY. This policy prohibits Employees from reporting to work, working or being present on COUNTY property, whether or not on duty, from having detectable levels or identifiable trace quantities of certain drugs and other substances. However, this policy is not intended to prohibit or restrict the legal and responsible use of alcohol in COUNTY recreation areas by COUNTY Employees while off duty.

2. Statement of the Drug and Alcohol Policy

The use, possession, sale, manufacture, distribution, transfer, dispensation, concealment, receipt, transportation, or being under the influence of any prohibited items or substances (including the presence of detectable levels or identifiable trace quantities), as defined in Section 3, on COUNTY property or while on COUNTY business, by Employees, is prohibited. Employees must not report for duty or be on COUNTY property while under the influence of, or have in their possession while on COUNTY property, any prohibited item or substance.

3. Definitions

Alcohol means the intoxicating agent in beverage alcohol, ethyl alcohol (ethanol) or any other low molecular weight alcohol including methyl and isopropyl alcohol.

CDL means Commercial Driver License holders. The COUNTY requires certain Employees to maintain a CDL. The DOT regulations (49 CFR Parts 40 and 382) require the COUNTY to have a special, mandatory controlled substance and alcohol testing policy for these Employees. All applicable drug and testing procedures shall meet DOT regulations. A copy of the DOT regulations shall be available for inspection and copying in the Personnel Office.

Commission means the Hidalgo County, Texas Civil Service Commission established pursuant to the Texas Local Government Code.

Controlled Substance means illegal drugs plus any other substance covered by Schedules I through V of the Federal Controlled Substances Act (21 USC 801, et seq.) or the Texas Controlled Substances Act (Chap. 481, Texas Health and Safety Code). A controlled substance is unauthorized if the Employee does not have a valid prescription for that substance at the time of its use or possession.

Conviction means a final, non-appealable finding of guilt by either a judge or jury, or a suspension of sentence, probation or deferred adjudication, including a plea of *no lo contendere*.

COUNTY means Hidalgo County, Texas, as organized and existing under the constitution and laws of the State of Texas.

Department means a COUNTY, district, or precinct office, agency, or board that has jurisdiction and control of designated governmental functions.

Department Head means an individual appointed as a supervisor of a department by one of the following: Commissioner's Court, COUNTY Judge, a designated representative of the Commissioner's Court, or an Elected Official.

Detectable means the measurable presence of an illegal or prohibited drug or substance found in body fluids at an mg/ml level of detection specified by the COUNTY's contract with a National Institute of Drug Abuse ("NIDA") certified testing laboratory; such levels will meet the DOT requirements.

Elected Official means an individual elected to a position created by the constitution or by statute. The term of an Elected Official is limited by the constitution.

Employee means any person employed by the COUNTY, including Elected Officials, full-time, part-time, temporary, probationary and contract employees.

Safety Sensitive Position means a position in which a drug impairment constitutes an immediate and direct threat to public health or safety, such as a position that requires the employee to carry a firearm, perform life threatening procedures, or

work with controlled substances; a position in which a drug impairment constitutes an immediate and direct threat to the Employee's health or safety; a position which has access to a juvenile facility; a position in which the Employee is responsible for the well-being of a minor; or a position in which a momentary lapse in attention could result in injury or death to another person.

Under the influence means being unable to perform work in a safe and productive manner, being in a physical or mental condition which creates a risk to the safety and well-being of the individual, other employees, the public or COUNTY property, and/or having a measurable presence of an illegal or prohibited drug or substance found in body fluids at an mg/ml level of detection specified by the COUNTY's contract with a NIDA certified lab.

4. Prohibited Items and Prohibited Conduct

A. The use, possession, sale, manufacture, distribution, dispensation, concealment, receipt, transportation, or being under the influence of any of the following items or substances on COUNTY property (including the presence of detectable levels or identifiable trace quantities), by Employees, is prohibited:

- i. Illegal drugs; controlled substances; marijuana; mood or mind altering substances, legal or illegal; "look-alike" substances; designer, counterfeit or synthetic drugs; inhalants; and any other drugs or substances which will in any way affect safety, workability, alertness, coordination, judgment, response or affect the safety of others on the job.
- ii. Alcoholic beverages. Consuming alcoholic beverages while driving or driving while intoxicated any vehicle for COUNTY business or any COUNTY vehicle at any time is prohibited. The consumption of alcohol on COUNTY time is prohibited.
- iii. Drug paraphernalia.
- iv. Prescription drugs and over the counter medications, except under the following conditions:
 - (a) The drugs have been prescribed by an authorized and Texas licensed medical practitioner for current use (within the past 12 months) for the person in possession of the drugs and filled in accordance with the provisions of the Texas Pharmacy Act, Texas Controlled Substances Act (Chapter 481, Texas Health and Safety Code) and regulations promulgated thereunder.

- (b) The drugs/medications, both prescribed and over the counter, are limited to a one day's supply, or must be kept in their original container labeled in accordance with the provisions of the applicable laws of the State of Texas and must be taken in accordance with the dosage recommendations and usage cautions and generally must not affect the person's ability to perform work safely.
 - (c) The COUNTY may require the Employee to provide documentation from the doctor stating that such use will not impair the Employee's ability to perform the essential functions of his/her position. The COUNTY reserves the right, with Employee's consent, to consult with the Employee's medical doctor to determine if a drug or medication, whether prescribed or not, produces hazardous or non-safe effects and may restrict the use of any such drug or medication accordingly on COUNTY property.
 - (d) Any Employee taking prescribed or over-the-counter medications will be responsible for consulting the prescribing physician and/or pharmacist to ascertain whether the medication may interfere with safe performance of his/her job. If the use of medication could compromise the safety of the Employee, fellow Employees or the general public, it is the Employee's responsibility to use appropriate personnel procedures (i.e., call in sick, use leave, request change of duty, notify supervisor) to avoid unsafe workplace practices.
- B. The following conduct is prohibited by this policy:
- i. Switching or altering any urine sample submitted for testing.
 - ii. Refusal to consent to testing. Consent is indicated by signing any form required by the COUNTY or its designated testing facility.
 - iii. Refusal to submit to an inspection of any desk, locker, vehicle or other COUNTY property under Employee's control when asked to do so by Department Head or Elected Official.
 - iv. Conviction under any criminal drug statute for a violation occurring in the workplace.
 - v. Failure to notify the Department Head, Elected Official or Risk Management of any arrest or conviction under any criminal drug statute, or arrest or conviction of driving while intoxicated, within five (5) days of the arrest or conviction.

- vi. Failure to notify Department Head, Elected Official or Risk Management of the side effects of a prescription or non-prescription drug which may impair the Employee's behavior or physical or mental ability to safely and fully perform assigned duties.
- vii. Failure to keep prescribed medicine in its original container or to provide proof of identification of drug prescriptions and prescribing physician.
- viii. Failure of any COUNTY Employee to report the use or possession of an illegal drug or prohibited item by another COUNTY Employee while on duty or in a COUNTY vehicle.

5. Policy Enforcement

Because of the importance of this Policy, the COUNTY reserves the right, at all times, while on COUNTY premises and property and when circumstances warrant, to have the Department Head, Elected Official or personnel designated by COUNTY conduct reasonable searches and inspections of Employees and their personal property and effects, to include, but not limited to lunch boxes, purses, briefcases, baggage, offices, desks, clothing, and vehicles (including trunks, glove compartments, etc.), for the purpose of determining if such Employees or other persons are using, possessing, selling, manufacturing, distributing, dispensing, concealing, receiving or transporting any of the prohibited items and substances.

The Department Head, Elected Official or certain personnel designated by the Department Head have the right to conduct an on-the-spot search and inspection of Employees and their personal property and effects, as described above, if Department Head, Elected Official or designated personnel have a reason to believe that Employees or others, are in violation of this policy. All searches and inspections conducted by outside authorized specialists will be in the presence of the Department Head, Elected Official or such designated personnel. All Employees are expected to cooperate with any investigation regarding this policy. Failure to cooperate, providing false information or omitting information may subject Employees to disciplinary action in accordance with all COUNTY personnel policies and all applicable state law.

A search and inspection may also include and require Employees present on COUNTY property to submit to a drug and alcohol screen test. Tests may be required under the following circumstances, however testing is mandatory for all individuals in sections (a) and (b):

- (a) Post-offer, pre-employment screening to all new employees;

- (b) Post-employment transfer, promotion and/or reassignment to safety-sensitive position;
- (c) When the Department Head, Elected Official or personnel designated by the Department Head have reason to believe that an Employee on COUNTY property is using or under the influence of prohibited drugs, alcohol and substances, or that there has been a violation of this policy;
- (d) When an Employee is found in possession of suspected illegal or prohibited drugs and substances, or when any of these drugs and substances are found in an area controlled or used exclusively by said Employee or other person;
- (e) When an Employee returns to active employment after a leave of absence of forty-five (45) days or more;
- (f) Following an on-the-job injury requiring treatment from a physician, or, following a serious or potentially serious accident or incident, including near misses, in which safety precautions were violated, unsafe instructions or orders were given, vehicles/equipment/property was damaged, or unusually careless acts were performed. All persons involved and within the immediate vicinity of the incident may have their urine and/or blood tested. If it is impossible or impractical, because of the physical condition of the individual(s) involved in the accident, to give a urine and/or blood sample, and if in subsequent medical treatment of the person(s) blood will be drawn, then blood will be analyzed for drugs, alcohol and other prohibited substances; or
- (g) Random (Periodic and unannounced). Only COUNTY employees who are required to possess a CDL to perform their job duty and/or every employee working in a job classified as a safety-sensitive position will be subject to random testing. Random testing, other than to meet current specific job site requirements, will not commence until twenty-one (21) days following the date of this policy; however, applicants for employment shall be subject to testing as of the date of this policy. The search, inspection, urine and/or blood drug screening provisions herein will be performed with concern for the personal privacy of each Employee or other person, and will also apply to contract labor, when feasible.

All persons shall have the opportunity, prior to testing and at the testing facility, to list all prescription and non-prescription drugs they have used in the last thirty (30) days and to explain the circumstances surrounding the use of such drugs. All records containing medical information will be maintained in accordance with applicable law.

This testing policy does not include and specifically excludes those Employees covered by the Hidalgo County Sheriff's Department Alcohol and Drug Testing Policy as defined therein.

6. Consequences for Violating Policy

The following violations of this policy will result in **automatic and mandatory termination** upon the first offense:

- (a) Refusal to submit to a drug and or alcohol test. Consent is indicated by signing any form required by the COUNTY or the physician or laboratory collecting the specimen for testing.
- (b) Confirmation of a positive result in drug testing and screening, which indicates detectable levels or identifiable trace quantities of a prohibited drug or substance.
- (c) Unauthorized use or possession of alcohol when reporting for duty, while on duty or occupying any COUNTY vehicle or personal vehicle on COUNTY time, including lunch or other break periods.

Violations involving other sections of this policy will result in disciplinary action, up to and including termination, in accordance with all COUNTY personnel policies and all applicable state law. Preliminary findings of a policy violation, other than those which require automatic and mandatory termination, may require Employee be suspended, without pay, pending the results of an investigation. If the investigation clears Employee of any policy violation, then Employee will be fully reinstated, including pay, to his/her job.

An Employee who is terminated for refusing to take a drug and or alcohol test or who is terminated for having a positive drug or alcohol test will not be eligible for rehire for six (6) months.

7. Notification

Any Employee who is arrested or convicted of a drug-related offense must report the arrest or conviction to their Department Head, Elected Official or Risk Management within five (5) days of the conviction. Any Employee who is arrested or convicted of driving while intoxicated must report the arrest or conviction to their Department Head, Elected Official or Risk Management within five (5) days of the conviction. Failure to report such an offense may result in disciplinary action in accordance with all COUNTY personnel policies and applicable state law.

8. Treatment Programs and Employee Insurance

While the COUNTY does not sponsor or endorse any specific drug treatment program, such programs are available through public and private health care facilities in the area. Affected employees are encouraged to seek assistance for themselves and their dependents. The group health insurance offered to employees and their dependents may provide limited coverage for expenses related to drug treatment programs. Employees may contact the Human Resources Department or refer to the plan description for details.

The COUNTY does not offer, nor require, participation in drug and alcohol abuse education and training programs. However, various public and private facilities in the area offer such programs and affected or interested employees are encouraged to seek assistance.

**The County of Hidalgo Drug and Alcohol Policy
Certificate of Receipt**

I have read, understand and received a copy of the County of Hidalgo Drug and Alcohol Policy, amended 1-29-07, and understand I am expected to abide by this Policy.

Name: _____

Signature: _____

Social Security Number: _____

Date: _____

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 shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD		CERTIFICATE OF INSURANCE	DATE (MM/DD/YY)
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED		INSURERS AFFORDING COVERAGE	
		INSURER A:	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THEIR 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				EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$
	<input type="checkbox"/> CLAIMS MADE OCCUR				MEDICAL (Any one person) \$
	<input type="checkbox"/> OWNER'S & CONT PROT				PERSONAL & ADV INJURY \$
	<input type="checkbox"/> OWNER'S PROTECTIVE LIABILITY				ANNUAL AGGREGATE \$
	<input type="checkbox"/> GEN L AGGREGATE LIMIT APPLIES PER POLICY PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMPOP \$
B	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
<input type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY-EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY EA ACC AGG \$
C	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
					\$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATUTORY LIMITS <input type="checkbox"/> OTHER
					E L EACH ACCIDENT \$
					E L DISEASE-EA EMPLOYEE \$
	OTHER				E L DISEASE POLICY LIMIT \$

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 <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: \$_____ General Liability: \$_____

- have already been met, see attached copy of insurance certificate.

Authorized Representative

Date

Notice to Bidder:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

~~Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.~~

(THIS PAGE MUST BE SUBMITTED WITH BID)

**PROJECT REQUIREMENTS
ACKNOWLEDGMENT**

This is to certify that I, _____, possess all of the APPLICABLE:

- 1. Licenses: _____.
- 2. Bonds: _____.
- 3. Certificates: _____.
- 4. Permits: _____.
- 5. Other: _____.

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Authorized Signature

Date

Company

Address

City, State, Zip

(THIS PAGE MUST BE SUBMITTED WITH BID)

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>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).</p> <p>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</p> <p>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.</p>	OFFICE USE ONLY Date Received	
1 Name of person who has a business relationship with local governmental entity.		
2 <input type="checkbox"/> 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		
<p>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.</p> <p>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?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>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?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>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?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>D Describe each employment or business relationship with the local government officer named in this section</p>		
4		
_____ Signature of person doing business with the governmental entity		_____ Date

Adopted 05/29/2007

(Copy of receipt and this form must be submitted with bid)

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: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
<input type="checkbox"/> 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.

Social security number
or
Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- 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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, 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

¹List 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.

²Circle the minor's name and furnish the minor's SSN.

³You 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.

⁴List 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.

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: _____

(THIS PAGE MUST BE SUBMITTED WITH BID)

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: _____
Print Name: _____
Title: _____
Telephone Number: _____
Date: _____

If the bidder is unable to verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

(THIS PAGE MUST BE SUBMITTED WITH BID)

**EXHIBIT “B” VENDOR’S BID
(BID TABULATION)**

EXHIBIT "B"

Bid Form

HIDALGO COUNTY

"DRUG AND ALCOHOL TESTING FOR HIDALGO COUNTY EMPLOYEES"

BID NO. 2010-170-05-05-SMA

BIDDER /COMPANY'S NAME: N.T.C. DRUG TESTING SERVICES, INC.
ADDRESS: P.O. BOX 2883, 4132 N. 23rd STREET, McALLEN, TX.
CITY/STATE/ZIP CODE: McALLEN, TEXAS 78501
PHONE NUMBER: (956) 682-7090 / 682-4219
CELLULAR NUMBER: (956) 655-2067
FAX NUMBER: (956) 682-4252
AUTHORIZED SIGNATURE: Susan Sanchez
EMAIL ADDRESS: NTCDRUGTESTING STAFF @ YAHOO.COM
PRINTED NAME: SUSAN SANCHEZ
TITLE: DIRECTOR
DATE: 04/30/10

(THIS PAGE MUST BE SUBMITTED WITH BID)

EXHIBIT "B"

Bid Form

HIDALGO COUNTY

"DRUG AND ALCOHOL TESTING FOR HIDALGO COUNTY EMPLOYEES"

BID NO. 2010-170-05-05-SMA

Vendor must thoroughly fill in each section of the Bid Form (Exhibit "B") if applicable INCOMPLETE submittals shall be considered a probable cause for disqualification.

DRUG AND ALCOHOL TESTING SERVICES:

SPECIFIC TEST		COST PER TEST		RESPONSE - TIME (DAYS/HOURS)	
		DOT	NON-DOT	NEGATIVE	POSITIVE
Drug Testing Services	PANEL 5	\$ 36.00	\$ 26.00	24 hrs.	24/48 hr.
Alcohol Testing Services	Initial Test	\$ 20.00	\$ 20.00	instant	3min.
	Post Accident	\$ 20.00	\$ 20.00	instant	3min.
	Confirmation Test	\$ 20.00	\$ 20.00	instant	3min.

TRAINING SERVICES FEE:

TECHNICAL ASSISTANCE	HOURLY FEES
Employee Training	\$ 80.00
Reasonable Suspicion Training	\$ 80.00

PROFESSIONAL ASSISTANCE SERVICES:

	DOT	NON-DOT
Medical Review Officer (MRO)	\$ included for a DOT Test	\$ 18.00

please note by U.S. DOT Regulations
Every D.O.T Test requires an MRO
Automatically.

OPENED

10:00am

MAY 05 2010

Witnessed

(THIS PAGE MUST BE SUBMITTED WITH BID)



EXHIBIT “C” INSURANCE REQUIREMENTS



Policy Number:

Date Entered: 10/18/2013

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/18/2013

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	Davis Insurance Agency 2030 E. Griffin Parkway Mission, Texas 78572	CONTACT NAME:	
		PHONE (A/C, No, Ext): (956) 581-9838	FAX (A/C, No): (956) 519-1524
		E-MAIL ADDRESS: davisinsuranceagency@yahoo.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Great Midwest Insurance Co.	
		INSURER B: CNA Insurance	
		INSURER C: Great Midwest Insurance Co.	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED NTC DRUG TESTING SERVICES INC.

DBA NURSES TECHNICAN AND COLLECTORS
PO BOX 2883
MCALLEN, TX 78501

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	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	PP00024322	11/09/2013	11/09/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$EXCLUDED GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$EXCLUDED \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	4031277100	12/28/2012	12/28/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						OCCUR CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Professional Liability	<input checked="" type="checkbox"/>		PP00024322	11/09/2013	11/09/2014	claims made lim 1,000,000 claims made agg 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Hidalgo County is added as an additional insured.

CERTIFICATE HOLDER

Hidalgo County
2812 S. Business Highway 281
Edinburg, Tx. 78541

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

W. Carl Davis

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/29/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Shepard Insurance Agency 5801 N 10th St Ste 300 McAllen, TX 78504	CONTACT NAME: PHONE (A/C, No, Ext): (956) 686-3888	FAX (A/C, No): (956) 682-5650
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED NTC Drug Testing Services P.O. Box 2883 McAllen, TX 78502	INSURER A: American Hallmark Ins Co of TX	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/>	AHWC1273	9/18/2013	9/18/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Blanket Waiver of Subrogation per written contract

CERTIFICATE HOLDER

CANCELLATION

Hidalgo County 2812 S. Bus. Hwy 281 Edinburg, TX 78540	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 
---	--

AI-47461

Purchasing Department 11. N.

CC CONSENT

Meeting Date: 12/02/2014

Submitted By: Nielda Cavazos,
PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Add Fuel Card Users:

1. Headstart Program - Fuel Card Users
2. Constable Pct No. 4 - Fuel Card User

BACKGROUND

Attachments

Back up

Form Review

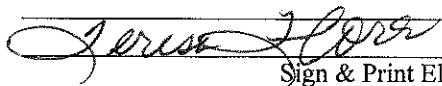
Inbox	Reviewed By	Date
Purchasing Department	Nielda Cavazos	11/20/2014 02:21 PM
Budget & Management	Debbie Tamez	11/21/2014 09:15 AM
Glinda Pacheco	Glinda Pacheco	11/24/2014 04:57 PM
Auditor's Office	Monica Badillo	11/26/2014 03:58 PM

Form Started By: Nielda Cavazos Started On: 11/17/2014 11:39 AM
Final Approval Date: 11/26/2014

FUEL CREDIT CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.




Add Vehicle Card
 X-Add Driver Pin
 Delete/ Cancel Card
 Delete/Cancel Driver

Department:	Hidalgo County Head Start Program		
Billing Address:	PO Box 0117 Edinburg, Texas 78540		
Fuel Card Manager:	Leonor Morales		
	This person can not have use of the fuel card		
Phone Number:	(956) 383-0706		
Web user Name:	leonor.morales@hchsp.org	Password:	
Hidalgo Co Acct Number:			
Requested By:	 Teresa Flores, Program Director		
Original Signature is required	Sign & Print Elected/Official Supervisor/Director		
On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.			

<i>For Purchasing Department Use Only</i>	
Approved by Commissioners Court On:	Agenda Item No. # _____
Reviewed by Fuel Card Administrator:	_____
Cards Received by Dept on: _____	Date Returned/Cancelled: _____
Fuel Cards Received by Department:	_____
	Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No (N/A = Non-vehicle)	Description (Vehicle or Non-vehicle Equip.)	VIN Number (N/A = Non-vehicle)	Asset Number (N/A = Non-vehicle)	<i>Purchasing Dept. Use Only</i> Card Number


List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

User Name	DOB	User ID (6 digits)	<i>DBM Use Only</i> License Verification	<i>Purchasing Dept. Use Only</i> Training Date & Signed Fuel Policy
Ricardo Rosales	06/30/1954	004670		
Hugo Gonzalez	12/08/1962	004720		
Linda Garza	06/16/1964	004728		11/13/14

FUEL CREDIT CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

Add Vehicle Card
 Add Driver Pin
 Delete/ Cancel Card
 Delete/Cancel Driver

Department:	Constable Pol 4		
Billing Address:	2814 S. Business Highway 281; Edinburg, Texas 78539		
Fuel Card Manager:	Nayla Muñoz		
Phone Number:	(956) 383-8530	This person can not have use of the fuel card	
Web user Name:	County Email:	nayla.munoz@co.hidalgo.tx.us	
Hidalgo Co Acct Number:	4-1100-421-00-294-001-0-626	Password:	
Requested By:	 Armando Rivara, Constable		
Original Signature is required	Sign & Print Elected/Official Supervisor/Director		
On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.			

<i>For Purchasing Department Use Only</i>	
Approved by Commissioners Court On:	Agenda Item No. #
Reviewed by Fuel Card Administrator:	_____
Cards Received by Dept on:	Date Returned/Cancelled: _____
Fuel Cards Received by Department:	Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No (N/A = Non-vehicle)	Description (Vehicle or Non-vehicle Equip.)	VIN Number (N/A = Non-vehicle)	Asset Number (N/A = Non-vehicle)	<i>Purchasing Dept. Use Only</i> Card Number

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

User Name	DOB	User ID (6 digits)	<i>DBM Use Only</i> License Verification	<i>Purchasing Dept. Use Only</i> Training Date & Signed Fuel Policy
Armando Rivara	5/22/1966	080303	