

AI-10074

6.A.

**Order Setting Salary of the Court Reporter of the 449th District Court
CC REGULAR**

Date: 07/11/2008

Submitted By: Sergio Cruz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Acceptance of Order Setting Salary of the Court Reporter of the 449th District Court.

BACKGROUND

Fiscal Impact

Attachments

Link: [LGC 152.905](#)

Link: [Salary Schedule](#)

Link: [Fiscal Note](#)

Link: [PAR](#)

Link: [Order](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/07/2008 02:37 PM	APRV
2	Ivan Cantu	Ivan Cantu	07/07/2008 02:43 PM	APRV
3	Veronica Lopez		07/08/2008 10:12 AM	NEW

Form Started By: Sergio Cruz
Started On: 07/07/2008 02:22 PM

Final Approval Date: 07/08/2008

§ 152.905. PROCEDURES FOR SETTING COMPENSATION BY DISTRICT JUDGES. (a) This section applies only to the compensation of the county auditor, assistant auditors, and court reporters.

(b) Before setting the amount of annual compensation of the county auditor, assistant auditors, and court reporters, the district judge or judges shall hold a public hearing on the matter at which parties in interest and citizens have an opportunity to be heard.

(c) Not earlier than the 30th or later than the 10th day before the date of the hearing, notice of the time, place, and subject of the hearing must be published in a newspaper of general circulation in the county.

(d) At the hearing, the district judge or judges shall set the amount of compensation of the county auditor, assistant auditors, and court reporters considered at the hearing. The vote must be recorded, transcribed, and maintained as a public record.

Added by Acts 1989, 71st Leg., ch. 1169, § 1, eff. Aug. 28, 1989.
Amended by Acts 2003, 78th Leg., ch. 1225, § 1, eff. July 1, 2003.

[illegible]

For more information on the sale price for the 2000-2001 season, please contact the 2000-2001 season sale agent at 1-800-888-8888.

Category	Value	Category	Value	Category	Value	Category	Value
Category 1	100	Category 2	200	Category 3	300	Category 4	400
Category 1	100	Category 2	200	Category 3	300	Category 4	400
Category 1	100	Category 2	200	Category 3	300	Category 4	400

Hidalgo County
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioner' Court
From: Valde Guerra, Budget Officer
CC Date: Friday, July 11, 2008

Agenda Item: 10074

Summary of request/proposal:

449th District Court is requesting approval to accept the order setting salary for Court Reporter for 2008.

				Current Budgeted	Adjustment Requested	Total Requested
Fund	Position	Slot#	Obj	Salary		
1100	Court Reporter	0002	113	65,628.00	70,000.00	4,372.00
				65,628.00	70,000.00	4,372.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
8-1100-412-00-011-001-0-	113	449th DC	PERM F/T EMPLOYEES	\$1,969.07
8-1100-412-00-011-001-0-	211	449th DC	HEALTH INSURANCE	\$1,875.39
8-1100-412-00-011-001-0-	212	449th DC	LIFE INSURANCE	\$14.86
8-1100-412-00-011-001-0-	220	449th DC	FICA	\$150.63
8-1100-412-00-011-001-0-	230	449th DC	RETIREMENT	\$1,574.35
8-1100-412-00-011-001-0-	250	449th DC	UNEMPLOYMENT COMP	\$89.66
8-1100-412-00-011-001-0-	260	449th DC	WORKER'S COMP	\$3.72
2008 Budgetary Impact				\$5,677.68

2009 Budgetary Impact: \$12,650.34

Possible Funding Sources: To be funded from County Wide Administration.

Budget Office Recommendation: Texas Local Government Code Section 152.905 are applicable to the requested action.



HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: 449th District Court

DATE: 07/08/2008

CURRENT POSITION TITLE: Court Reporter

CURRENT SLOT. #: 011-001-00002

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position☐ Temporary Position☐ Position Reclassification*☒ Other Parity

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: \$ 65,628.00 \$ 70,000.00 \$ 4,372.00
 Current Budgeted Salary Proposed Budgeted Salary Net Change

Position to be funded from one of the following:

☐ Current Department Budget☐ Annual Budget Cycle☒ Will Require Additional Funds☐ Other _____

POSITION Type:

Full Time Employee
Object 113Part Time Employee
Object 114Full Time Temporary
Object 121Part Time Temporary
Object 122

Enter hourly rate for temp. positions

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)
CIVIL SERVICE:				
Exempt	☒	FLSA: Exempt	☐	
Non-Exempt	☐	Non-Exempt	☒	
N/A	☐			

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Parity with other District Courts Court Reporter positions.

NEW POSITION: Brief job description and attach a copy of the new job description.

N/A

POSITION RECLASSIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

N/A

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.

DEPARTMENT HEAD

DATE

7/8/08

FUNDING AVAILABLE IN DEPT. BUDGET

☐ YES ☒ NO

2.

HUMAN RESOURCES DIRECTOR

DATE

PERSONNEL PROCEDURES COMPLETED

☐ YES ☐ NO

3.

DEPARTMENT OF BUDGET & MANAGEMENT

DATE

BUDGET PROCEDURES COMPLETED

☐ YES ☐ NO

4.

COMMISSIONERS COURT APPROVAL

DATE

THE STATE OF TEXAS

COUNTY OF HIDALGO

**ORDER SETTING SALARY OF THE COURT REPORTER
OF THE 449TH DISTRICT COURT OF HIDALGO COUNTY, TEXAS**

PURSUANT TO AND IN ACCORDANCE WITH Section 152.905 of the Local Government Code, the Hidalgo County Board of Judges met at 11:30 a.m. on the 19th day of June 2008, in the 398th District Court Courtroom for the purpose of holding a PUBLIC HEARING on the matter of setting the salary of the Court Reporter of the 449th District Court of Hidalgo County, Texas.

IT WAS VOTED THAT the salary of the Court Reporter of the 449th District Court of Hidalgo County, Texas, be set effective June 19, 2008, as per "Exhibit A".

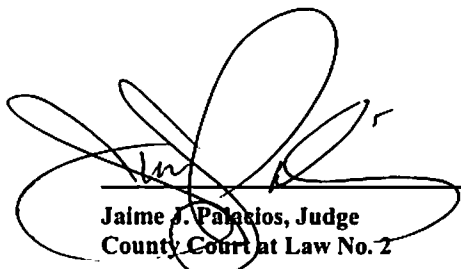
THEREFORE, it is the Order of the District Courts of Hidalgo County, that the aforementioned salary be set, and are Hereby set, as of June 19, 2008:

IT IS FURTHER ORDERED that this Order be spread on the Minutes of each of the District Courts of Hidalgo County, Texas, and the District Clerk of Hidalgo County, Texas, furnish the Commissioner's Court of Hidalgo County, Texas, a certified copy of this Order.

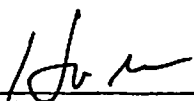
Signed this 19th day of June 2008 as follows:



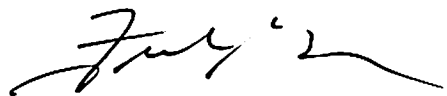
Rodolfo Gonzalez, Judge
County Court at Law No. 1



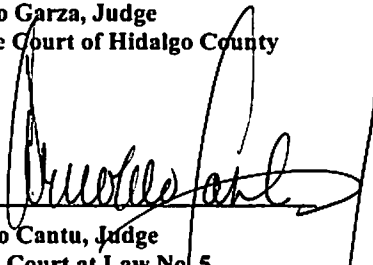
Jaime J. Palacios, Judge
County Court at Law No. 2



Homero Garza, Judge
Probate Court of Hidalgo County



Fred Garza, Judge
County Court at Law No. 4



Arnoldo Cantu, Judge
County Court at Law No. 5



Albert Garcia, Judge
County Court at Law No. 6

1304/1131 106th
1188/1003 275th
1308/1071 339

DATE 7/31/08
A true copy I certify
JOSIA
County Texas
Mild Vint...

1305; 675-384th
1307/154 93th
1315/1892 139th
1316/0015 92nd
1298-885 180th

THE STATE OF TEXAS

COUNTY OF HIDALGO

**ORDER SETTING SALARY OF THE COURT REPORTER
OF THE 449TH DISTRICT COURT OF HIDALGO COUNTY, TEXAS**

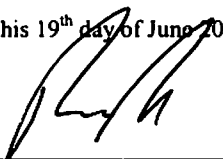
PURSUANT TO AND IN ACCORDANCE WITH Section 152.905 of the Local Government Code, the Hidalgo County Board of Judges met at 11:30 a.m. on the 19th day of June 2008, in the 398th District Court Courtroom, for the purpose of holding a PUBLIC HEARING on the matter of setting the salary of the Court Reporter of the 449th District Court of Hidalgo County, Texas.

IT WAS VOTED THAT the salary of the Court Reporter of the 449th District Court of Hidalgo County, Texas, be set effective June 19, 2008, as per "Exhibit A".

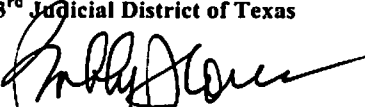
THEREFORE, it is the Order of the District Courts of Hidalgo County, that the aforementioned salary be set, and are Hereby set, as of June 19, 2008

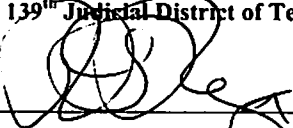
IT IS FURTHER ORDERED that this Order be spread on the Minutes of each of the District Courts of Hidalgo County, Texas, and the District Clerk of Hidalgo County, Texas, furnish the Commissioner's Court of Hidalgo County, Texas, a certified copy of this Order.

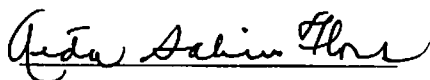
Signed this 19th day of June 2008, as follows:


Ricardo Rodriguez, Jr., Judge
92nd Judicial District of Texas


Rodolfo "Rudy" Delgado, Judge
93rd Judicial District of Texas


J. R. "Bobby" Flores, Judge
139th Judicial District of Texas

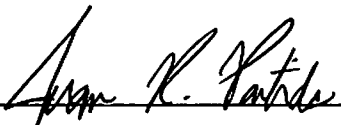

Rose Guerra Reyna, Judge
206th Judicial District of Texas

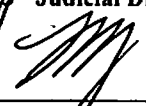

Aida Salinas Flores, Judge
398th Judicial District of Texas

13041130 206th

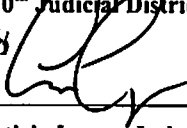
1308/1070 392nd

1306/1077 398th

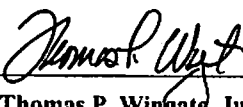

Juan R. Partida, Judge
278th Judicial District of Texas
1188/1002

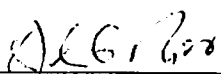

Mario B. Ramirez, Jr., Judge
332nd Judicial District of Texas


Noe Gonzalez, Judge
370th Judicial District of Texas
13170718


Leticia Lopez, Judge
389th Judicial District of Texas

1298-884


Thomas P. Wingate, Judge
430th Judicial District of Texas


Daniel G. Rios, Judge

449th Judicial District of Texas
true copy I certify
LAURA HINOJOSA

District Clerk, Hidalgo County, Texas
By  Deputy

1305: 674-384th
1307/542 93rd
1315/11891 139th
1310/0014 92nd

EXHIBIT A

2008 COURT REPORTER SALARY
449TH DISTRICT COURT

NAME OF COURT	2008 SALARIES
Court Reporter	70,000.00
GRAND TOTAL	\$ 70,000.00

1304/1132 206th

1308/1072 332nd
1307/545 93rd
13

1305; 674 389th
1315/1893 139th
1310/0516 92nd
1298-886 430th

AI-10061

8.A.

**City of San Juan Construction Contract
CC REGULAR**

Date: 07/11/2008
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Submitted For: Urban County
Department: BUDGET & MANAGEMENT
Agenda Area: Urban County

Information

CAPTION

The Urban County Program for City of San Juan is requesting authority to award and enter into a Construction Contract with Garza Plumbing (lowest bidder meeting all specifications and/or requirements) for the Sanitary Sewer Line Installation & Connection Project located in the City of San Juan in the amount of \$132,100.00 utilizing UCP Year 19 (2006) Water/Sewer Improvement funds.

BACKGROUND

The Water/Sewer Improvements will provide the installation and connection of sewer lines to residents in various subdivisions located within the City of San Juan. See attached recommendations by the project engineer. (Project Engineer: Half Associates, Inc.)

Contractor: Garza Plumbing
Contract Amount: \$132,100.00
Funds Available: \$238,105.77 Year 19 (2006) San Juan - Water/Sewer Improvements

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Urban Co. funds
FUNDS AVAILABLE Y/N?: yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Contractor: Garza Plumbing
Contract Amount: \$132,100.00
Funds Available: \$238,105.77 Year 19 (2006) San Juan- Water/Sewer Improvements

Attachments

Link: [back-up](#)
Link: [contract](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/07/2008 11:12 AM	APRV
2	Veronica Lopez	Veronica Lopez	07/07/2008 11:48 AM	APRV
3	Auditor's Office		07/08/2008 10:12 AM	NEW

Form Started By: Angela Garcia

Started On: 07/07/2008 10:54
AM

Final Approval Date: 07/08/2008



June 27, 2008
AVO #25981

via courier and
fax (956) 787-5978

City of San Juan
c/o: Ms. Letty Cobos
709 South Nebraska
San Juan, TX 78589

Re: City of San Juan Sanitary Sewerline Installation And Connection Project Funded By
Hidalgo County Urban County Program Acct. No. 5006-75-0310-5000-7500-M1

Dear Ms. Cobos:

On June 25, 2008 a bid opening was held for the above-referenced project at the Hidalgo County Purchasing Department Office. Three (3) bids were received with the responsive low bidder being Garza Plumbing. The following is a summary of Bid Results;

<u>Company</u>	<u>Base Bid</u>
Garza Plumbing	\$132,100.00
5125 Company	\$234,870.00
Saenz Utility Contractor	\$322,140.00

We have reviewed the bids and completed a reference check on the responsive low bidder. Based on our research, we recommend awarding the Bid to Garza Plumbing.

We will continue to coordinate closely with the Hidalgo County Urban County Program as well as the City of San Juan to ensure that this project continues to move forward.

Should you have any comments or questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Carlos Gonzalez", is written over a horizontal line.

Carlos Gonzalez, P.E., C.F.M.

w/enclosures

I:\25000s\25981\Admin\Correspondence\Owner\Award letter 06-27-08.doc

HALFF ASSOCIATES, INC.

5000 WEST MILITARY, STE 100
MCALLEN, TX 78503

TEL (956) 664-0286
FAX (956) 664-0282

WWW.HALFF.COM

HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY – URBAN COUNTY PROGRAM

BID OPENING DATE: JUNE 25, 2008

BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: "City of San Juan Water/Sewer Improvements – Sanitary Sewer Line Installation & Connection Project"

BID NO: 5006-75-0310-5000-7500-ML

PROCUREMENT SPECIALIST:

BID # RFB#	NAME OF COMPANY	UNIT PRICE	TOTAL PRICE	BID BOND OR CHECK INCLUDE
#1	<i>The 5125 Company Houston - Tx</i>	<i>\$</i>	<i>\$ 234,870.00</i>	<i>B B</i>
#2	<i>Dary Plumbing Edinburg Tx</i>	<i>\$</i>	<i>\$ 132,100.00</i>	<i>B B</i>
#3	<i>Acero Utilidad Contructura Edinburg Tx</i>	<i>\$</i>	<i>\$ 322,140.00</i>	<i>B B</i>
#4				
#5				
#6				
#7				
#8				
#9				
#10				
#11				
#12				

**CONSTRUCTION
CONTRACT**

This Agreement, entered into this 11th day of July, 2008 by and between **HIDALGO COUNTY** joined by City of San Juan (hereinafter called the "OWNER", acting herein through its County Judge, and Garza Plumbing, (a corporation) of 420 N. Closner, Edinburg 78540, Texas, County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreements 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:

PROJECT NAME: Water/Sewer Improvements

PROJECT #: 5006-75-0310-5000-7500

PROJECT DESCRIPTION: Installation and Connection of Sanitary Sewer Line

hereinafter called the project, for the sum of (\$132,100.00) One Hundred and Thirty Two Thousand and One Hundred Dollars and all extra work in connection therewith, under the terms as 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, Supplemental General Conditions and Special Conditions of the contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by Halff Associates, Inc. entitled the Architect/Engineer, and as enumerated in Paragraph 1 of the Supplemental 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 a written "Notice to Proceed" of the OWNER and to fully complete the project within 120 calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of \$ 100 for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

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 Paragraph 25, "Payments to Contractor", of the General Conditions.

AI-10068
2008-2009 Action Plan
CC REGULAR

8.B.

Date: 07/22/2008
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Submitted For: Urban County
Department: BUDGET & MANAGEMENT
Agenda Area: Urban County

Information

CAPTION

The Urban County Program requests authorization to advertise for construction and related activities for all projects identified in the 2008-2009 One-Year Action Plan, and subsequent amendments.

BACKGROUND

The Urban County Program submitted Hidalgo County's One-Year Action Plan to HUD on May 6, 2008 after receiving Commissioner's Court Approval on May 6, 2008. The submitted plan outlines the intended use of CDBG, HOME and ESG funds administered by the Urban County Program. The plan further defines the specific projects to be implemented in terms of scope, location and budget availability. In an effort to expedite fund expenditures, the Urban County Program is seeking authorization to advertise for the required services to implement these projects at the onset of the program year in order to eliminate repetitive agenda items pertaining to the Plan and to shorten the administrative process for their implementation.

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Urban Co. Funds
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

The Annual Action Plan for Year 2008 is based on a budget of \$11,404,786.00. The allocation is as follows:

\$8,340,418.00	CDBG
\$2,685,837.00	Home
\$6,579.00	Addi
\$371,952.00	Emergency Shelter Grant- ESG

Attachments

Link: [Action plan](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/07/2008 01:38 PM	APRV
2	Veronica Lopez	Veronica Lopez	07/07/2008 01:48 PM	APRV

3 Auditor's Office

07/08/2008 10:12 AM NEW

Form Started By: Angela Garcia

Started On: 07/07/2008 01:36
PM

Final Approval Date: 07/08/2008

URBAN COUNTY PROGRAM

Hidalgo County Commissioners' Court Agenda Request Form

No. 9684

Date: April 28, 2008 Meeting Date Request: May 6, 2008

Deadline for Action: May 6, 2008 Contact Person: Diana R. Serna

Department: Urban County Program Phone: (956) 787-8127 Fax: (956) 787-5291

Diana R. Serna, UCP Director *DRS*

Caption:

Public Hearing regarding the draft 2008-09 Hidalgo County Urban County Program One Year Action Plan.

Background:

The Annual Action Plan for Year 2008 is based on a budget of **\$11,404,786.00**. The allocation is as follows:

\$8,340,418.00 (CDBG)

\$2,685,837.00 (HOME)

\$ 6,579.00 (ADDI)

\$ 371,952.00 (Emergency Shelter Grant-ESG)

Total \$11,404,786.00

A draft copy of the Annual Work Plan was made available for review at the Urban County Program office for a thirty-day comment period beginning on April 4, 2008 and ending on May 5, 2008. Comments received will be noted in the final work plan submitted to HUD.

APPROVED Co. Comm. Ct.
DATE 5-6-08 *DRS*

Deputy Director _____
Manager *RD*
Finance *FMM*

Please initial for approval:

Legal Counsel _____ Budget _____ Human Resources _____

Dept./Fund No. _____ Amt. Expended: \$ _____ Funds/Staffing Budgeted: Yes: _____ No: _____
Account Code: _____ Impact on Future Budget: Yes _____ No _____

Comments:

Action taken by Commissioner's Court:

Approved _____ Tabled _____ Denied _____ Motion made by _____ Seconded _____ Vote _____

URBAN COUNTY PROGRAM

Hidalgo County Commissioners' Court Agenda Request Form

No. 2 9035

Date: April 28, 2008 Meeting Date Request: May 6, 2008

Deadline for Action: May 6, 2008 Contact Person: Diana R. Serna

Department: Urban County Program Phone: (956) 787-8127 Fax: (956) 787-5291

Diana R. Serna, UCP Director *DRS*

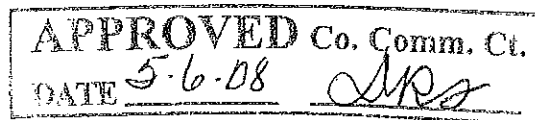
Caption:

Approval of a Resolution authorizing approval and submittal of the 2008-2009 Annual Action Plan for Year 2008 to the Department of Housing and Urban Development (HUD).

Background:

The Urban County Program is requesting authorization to submit the One Year Action Workplan for Years 2008-2009 to HUD.

The Annual Action Plan for Year 2008 proposes an overall budget of **\$11,404,786.00** for CDBG: 8,340,418.00, for HOME: \$2,685,837.00 ADDI: \$6,579.00 and ESG (Emergency Shelter Grant): \$371,952.00.



Deputy Director _____
Manager *ES*
Finance *FMM*

Please initial for approval:

Legal Counsel _____ Budget _____ Human Resources _____

Dept./Fund No. _____ Amt. Expended: \$ _____ Funds/Staffing Budgeted: Yes: _____ No: _____
Account Code: _____ Impact on Future Budget: Yes _____ No _____

Comments:

Action taken by Commissioner's Court:

Approved _____ Tabled _____ Denied _____ Motion made by _____ Seconded _____ Vote _____

AI-10072
AVANCE
CC REGULAR

8.C.

Date: 07/11/2008
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Submitted For: Urban County
Department: BUDGET & MANAGEMENT
Agenda Area: Urban County

Information

CAPTION

The Urban County Program requests approval of Subrecipient Agreement with the AVANCE (Public Services) in the amount of \$10,000.00 for Urban County Program Year 21 (2008).

BACKGROUND

All funding will be utilized for reimbursement of an ESL/Computer literacy instructor, outreach worker, purchase of program supplies, and internet service. (See the attached Exhibits)

Subrecipient: AVANCE

Individual Agreement amount: City of Edcouch \$10,000.00

Total Funding Amount: \$10,000.00

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Urban Co. funds
FUNDS AVAILABLE Y/N?: yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding available from Year 21 (2008) Public Services in the amount of \$10,000.00 as of 07/07/08.

Attachments

Link: [back-up](#)
Link: [Agreement](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/07/2008 01:50 PM	APRV
2	Veronica Lopez	Veronica Lopez	07/07/2008 02:21 PM	APRV
3	Auditor's Office		07/08/2008 10:12 AM	NEW

Form Started By: Angela Garcia
Started On: 07/07/2008 01:44 PM

Final Approval Date: 07/08/2008

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the services that the agency / organization provide to the community.

AVANCE, Inc.'s core program is the evidence-based bi-lingual Parent-Child Education Program, designed to prepare parents of preschoolers ages 0-3 to be role models and advocates for the healthy emotional, physical, cognitive and psychological development of their children. Education of the parents at this critical juncture in the life of the family has proven beneficial to the academic, personal and economic success of the family.

Section II State the CDBG grant amount awarded and state the name of awarding City / Pct.
\$10,000 Awarded By: City of Edcouch

Section III List the proposed type of expenditure(s) utilizing CDBG funds.
CDBG Grant monies will be utilized for wages, salaries, taxes and benefits for an outreach worker and an ESL /computer literacy instructor qualified to implement the EL Civics curriculum. Additional expenditures shall include required program supplies such as books, test and instructional materials.

Section IV List the services that will be provided and how they will be performed as a result of CDBG funds.

In fulfillment of the CDBG grant award, AVANCE-Rio Grande Valley will provide Adult Literacy to provide ESL/computer literacy training for 30 residents of Edcouch, during the term of the grant cycle. All classes will be conducted primarily in English, with a focus and emphasis on learning four basic literacy skills: listening, speaking, reading and writing. Instruction, curriculum and lesson plans will follow the Texas Education Agency and Texas Learns Texas Adult Education and Family Literacy Partnership State Assessment Policy for Adult Education. Instruction is intended to increase English language proficiency and basic literacy, as well as participant awareness of civic duties and opportunities of community residents and U.S. citizens. AVANCE-RGV will implement the EL Civics program, according to this policy, to provide 7 weekly hours of instruction, with one hour set aside for instructor preparation time. During class hours, one quarter of the time will focus on civic education as required by the TEA EL Civic grant. Participants will practice written and oral English language skills through a variety of lessons; they will also gain computer literacy skills as the result of exposure to technology, including word processing and interactive CD instruction.

Section V As a result of the CDBG award; describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

As the result of the CDBG grant award, a new EL Civics learning site will be established, specifically for the benefit of the residents of Edcouch. EL Civics participants are typically very-low to low-income persons with limited-English proficiency (LEP), including recent immigrants. Providing the EL Civics program to community residents will increase written and oral English language proficiency, computer technology skills and civic engagement for the benefit of the individual participants and the community at large. Typically, participants gain increased employment opportunities and earning potential as the result of increased skill levels.

Section VI Describe the program beneficiaries, estimated number to be serviced, economic background and area of residency.

Program beneficiaries will be approximately 30 very-low to low-income residents of Edcouch with limited-English proficiency.

Section VII List all of the locations with physical address where the service(s) will be provided.

Services will be provided at the community center located at the Edcouch Housing Authority, 209 W. Pacific, Edcouch, Texas, 78538.

Initials _____

Exhibit B-1
GRANT BUDGET

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed two amendments to the grant budget for the term of the agreement.

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Salary – ESL / Computer Literacy Instructor	\$5,520.00
Salary – Outreach Worker	\$1,280.00
Health Insurance - All employees who work for AVANCE-RGV are eligible for health insurance. In order to be eligible for health insurance, an employee must work 25 or more hours per week. All fringe benefit costs represent the actual benefits that are paid for employees.	\$576.00
Life Insurance - All employees who work for AVANCE-RGV are eligible for life insurance. In order to be eligible for life insurance, an employee must work 25 or more hours per week. All fringe benefit costs represent the actual benefits that are paid for employees.	\$21.00
FICA	\$520.00
Unemployment	\$437.00
Workers Compensation	\$182.00
Program Supplies / Internet Service - Consumable supplies, books, testing materials, and internet service necessary for the operation of the program.	\$1,464.00
TOTAL GRANT BUDGET:	\$10,000.00

Initials _____

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

200 <u>8</u> - 200 <u>9</u> For the Months of...	<u>Estimated</u> Amount Of Expenditures	Type of Budgeted Expenditures
July	\$415.00	Salaries, Fringe Benefits and Program Supplies
August	\$958.50	Salaries, Fringe Benefits and Program Supplies
September	\$958.50	Salaries, Fringe Benefits and Program Supplies
October	\$958.50	Salaries, Fringe Benefits and Program Supplies
November	\$958.50	Salaries, Fringe Benefits and Program Supplies
December	\$958.50	Salaries, Fringe Benefits and Program Supplies
January	\$958.50	Salaries, Fringe Benefits and Program Supplies
February	\$958.50	Salaries, Fringe Benefits and Program Supplies
March	\$958.50	Salaries, Fringe Benefits and Program Supplies
April	\$958.50	Salaries, Fringe Benefits and Program Supplies
May	\$958.50	Salaries, Fringe Benefits and Program Supplies
TOTALS:	\$10,000.00	

Initials _____

STATE OF TEXAS }
 }
COUNTY OF HIDALGO }

SUBRECIPIENT AGREEMENT

This Agreement made and entered into on this the ____ day of _____, 200__, by and between the COUNTY OF HIDALGO, Urban County Program, a political subdivision of the State of Texas, hereinafter referred to as "ENTITY", and _____, hereinafter referred to as "SUBRECIPIENT".

WITNESSETH

WHEREAS, SUBRECIPIENT desires to carry out eligible activities as described in the attached Exhibit A "Statement of Work", of this Agreement, and permitted by Title I of the Housing and Community Development Act of 1992 (1992 Act) pursuant to the U. S. Department of Housing and Urban Development Community Development Block Grant Program Entitlement Grant Regulations and covered in 24 CFR 570.

WHEREAS, the ENTITY proposes to contract with SUBRECIPIENT in order that the eligible activities described in Exhibit A can be carried out for the benefit of residents in the ENTITY'S jurisdiction.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the ENTITY and the SUBRECIPIENT do mutually agree as follows:

SECTION I Rules and Regulations

The SUBRECIPIENT agrees to cooperate with the ENTITY in respect to the implementation of Community Development Block Grant (CDBG) activities to be carried out by SUBRECIPIENT pursuant to 24 CFR Part 570 and other rules, regulations and decisions as may be made by the U. S. Department of Housing and Urban Development (HUD) or any other federal or state agency that may legally exercise its jurisdiction over expenditures of CDBG program funds.

SECTION II Statement of Work

SUBRECIPIENT agrees to perform services as outlined in Exhibit A "Statement of Work" for and in consideration of payment in the amount of _____, and as delineated in Exhibit B-1 "Grant Budget" and B-2 "Payment Schedule".

SUBRECIPIENT agrees to notify ENTITY, in writing, prior to any changes in its Statement of Work, CDBG Grant Budget, Payment Schedule and Schedule of Activity. SUBRECIPIENT shall obtain approval, in writing, from ENTITY prior to commencing work on any changes made to the Statement of Work, CDBG Grant Budget, Payment Schedule and Schedule of Activity.

ENTITY shall not be liable for costs incurred or performances rendered by SUBRECIPIENT before commencement of this Agreement or after termination of this Agreement.

SUBRECIPIENT agrees to follow the schedule outlined in Exhibit C "Schedule of Activity" of this Agreement, and shall notify ENTITY, in writing, prior to any changes, delays or departures from the schedule. If SUBRECIPIENT demonstrates that delays or departure from the schedule is due to circumstances beyond its control, ENTITY and SUBRECIPIENT may amend such schedule of activity.

Initials _____

SECTION III Records and Reports

SUBRECIPIENT agrees to establish and maintain records and reports as outlined in Exhibit D "Records and Reports" and agrees to make those records and reports available to the **ENTITY**, HUD, and any other local, state or federal entity or authority that may exercise jurisdiction over CDBG funds. Exhibit D must be submitted on or before the 15th of every month.

SECTION IV Monitoring Visits

SUBRECIPIENT agrees that **ENTITY** shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved, if applicable, as per 24 CFR Part 85.40 (a) and 24 CFR Part 84.51(a). **SUBRECIPIENT** shall attend an orientation prior to the award of funds and prior to the first draw of funds. After each monitoring visit, **ENTITY** shall provide **SUBRECIPIENT** with a written report of the monitor's findings. If the monitoring reports note deficiencies in **SUBRECIPIENT**'s performance under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by **SUBRECIPIENT**. Failure by **SUBRECIPIENT** to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section X of this Agreement. In addition, **SUBRECIPIENT** shall give HUD, the Comptroller General of the United States, **ENTITY**, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by **SUBRECIPIENT** pertaining to this Agreement.

SECTION V Payment Requests and Program Income

SUBRECIPIENT agrees to follow administrative directions from the **ENTITY** regarding documenting and processing payment requests as defined in Exhibit E "Requests for Payments" of this Agreement.

SUBRECIPIENT shall submit final reimbursement request to **ENTITY** within fifteen (15) days of the Agreement end date.

SUBRECIPIENT and **ENTITY** agree that if applicable, program income generated from the use of CDBG funds shall be retained by the **SUBRECIPIENT**. If the activity is partially assisted with CDBG funds, the **SUBRECIPIENT** agrees to pro-rate the gross income to reflect the percent of CDBG funds assisted in the activity. The **SUBRECIPIENT** is to provide to the **ENTITY** by the third Wednesday of each month an accounting of program income through financial records outlined in Exhibit D. The **ENTITY** is then required to report all CDBG program income earned, retained, and expended. The **SUBRECIPIENT** shall be allowed to use program income for the same or similar activities as generated by program income. Failure of the **SUBRECIPIENT** to report program income as required shall cause the **ENTITY** to require all program income to be recovered by the **ENTITY**.

SUBRECIPIENT and **ENTITY** agree that all unused CDBG funds at the end or termination of this agreement will be reallocated or reprogrammed by **ENTITY**.

SECTION VI Religious Activities

The **SUBRECIPIENT** and **ENTITY** both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activity, nor shall any building or structure funded under this Agreement be used for sectarian or religious activities.

Initials _____

SECTION VII

Other Program Requirements

SUBRECIPIENT agrees to comply with "Other Program Requirements" as listed in 24 CFR §570.600 through 611 except for those environmental review requirements listed as 24 CFR §570.604 and initiation of review process under the provisions of 24 CFR Part 52.

<http://www.washingtonwatchdog.org/documents/cfr/title24/part570.html#570.600>

SECTION VIII

Uniform Administrative Requirements

Subrecipients, except subrecipients that are governmental entities, shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-profit Organizations", or OMB Circular No. A-21, "Cost Principles for Educational Institutions", as applicable, and OMB Circular A-133, "Audits of Institutions of Higher Education and Other Nonprofit Institutions" (as set forth in 24 CFR part 45). Audits shall be conducted annually. Such subrecipients shall also comply with the provisions of the Uniform Administrative requirements of OMB Circular A-110 (implemented at 24 CFR part 84, "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations") or the related CDBG provision, as specified in Exhibit F and any subsequent amendments thereto.

<http://www.whitehouse.gov/omb/circulars/a122/a122.html>

<http://www.whitehouse.gov/omb/circulars/a021/a021.html>

<http://www.whitehouse.gov/omb/circulars/a133/a133.html>

<http://www.whitehouse.gov/omb/circulars/a110/a110.html>

Recipients and subrecipients that are governmental entities (including public agencies) shall comply with the requirements and standards of OMB Circular No. A-87, "Cost Principles for State, Local, and Indian Tribal Governments"; OMB Circular A-133, "Audits of State and Local Governments" (implemented at 24 CFR part 44); and with sections of 24 CFR part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" or the related CDBG provision, as specified in Exhibit G and any subsequent amendments thereto.

<http://www.whitehouse.gov/omb/circulars/a087/a087-all.html>

<http://www.whitehouse.gov/omb/circulars/a133/a133.html>

SECTION IX

Audit Requirements

SUBRECIPIENT agrees to comply with the applicable requirements and standards as set forth in OMB Circular A-133, Audits of States, Local Governments and Non-Profit organizations.

SUBRECIPIENT agrees to furnish **ENTITY** a Financial Management letter covering the period of this Agreement that includes detailed receipts and disbursement of payments to **SUBRECIPIENT** hereunder. However, if **SUBRECIPIENT** expends Five Hundred Thousand Dollars (\$500,000) or more in federal funds, **SUBRECIPIENT** must, within nine (9) months from the end of the fiscal year, supply **ENTITY** with an audit of revenues and expenditures conducted by a certified public accountant. If the **SUBRECIPIENT** expends less than \$500,000.00 a year in federal awards, then they are exempt from the OMB Circular A-133 audit requirements for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the General Accounting Office. For the exempt **SUBRECIPIENT**, a 990 Tax Return (Return of Organization Exempt From Income Tax), and Financial Statements are required for the

Initials _____

most recent fiscal year ended. If applicable, SUBRECIPIENT agrees to cooperate with ENTITY relating to any inquiries regarding the audit and SUBRECIPIENT acknowledges that a Financial Audit shall be provided to ENTITY at the expense of the SUBRECIPIENT. Audit shall be available to ENTITY staff, and any and all applicable federal agencies, and be of unrestricted access, as listed in 24 CFR Part 85.42.

<http://www.washingtonwatchdog.org/documents/cfr/title24/part85.html>

SECTION X Suspension and Termination

SUBRECIPIENT understands that this Agreement may be suspended or terminated, in accordance with 24 CFR §85.43, if applicable, and 24 CFR §84.61, (web page link provided above) if the SUBRECIPIENT materially fails to comply with the provisions of this Agreement or the provisions so listed in Exhibits A through G.

If SUBRECIPIENT fails to fulfill in a timely and proper manner its obligations under this Agreement, or SUBRECIPIENT violates any of the Agreements or stipulations of this Agreement, then the ENTITY shall provide SUBRECIPIENT written notification of such non-performance. Such non-performance, *i.e., timely submittal of monthly reports*, may be the basis for immediate termination of this Agreement. Should any breach of contract (Agreement) relate to a violation of federal law or regulation that results in HUD demanding reimbursement from the ENTITY OR SUBRECIPIENT or its successor, the ENTITY will terminate Agreement and seek reimbursement of all funds from SUBRECIPIENT. SUBRECIPIENT shall not be relieved of the liability to the ENTITY for damages sustained by the ENTITY by virtue of any breach of this contract (Agreement) by SUBRECIPIENT and ENTITY may withhold any payments to SUBRECIPIENT for violations of federal regulations. Should the ENTITY become aware of any activity by SUBRECIPIENT, which would jeopardize the ENTITY'S position with the U. S. Department of Housing and Urban Development (HUD) or which would cause a payback of federal funds, then the ENTITY may take appropriate action including injunctive relief against SUBRECIPIENT to prevent the transaction as aforesaid. The failure of the ENTITY to exercise any right shall in no way constitute a waiver by the ENTITY to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

It is expressly agreed that this Agreement may not be amended except upon the joint action of both the ENTITY and _____.

SECTION XI Assets

SUBRECIPIENT shall not purchase any asset unless so permitted by the ENTITY and such procurement shall be done in the form and manner so prescribed by the ENTITY.

Any asset acquired or improved in part or in whole with CDBG funds in excess of \$25,000 must be used in an activity that meets one of the national objectives listed in 24 CFR §570.208 for a period of five (5) years after the expiration of this Agreement or a longer period if so determined by the ENTITY.

The disposition of any asset improved or acquired in part or in whole with CDBG funds by the SUBRECIPIENT must be done with prior written approval of the ENTITY and the ENTITY shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The ENTITY may, at its option, request that such asset be transferred to ENTITY if the asset is no longer being used to meet one of the national objectives or in any case where the SUBRECIPIENT no longer provides services shown on Exhibit A.

SECTION XII Indemnity Clause

SUBRECIPIENT agrees to hold ENTITY harmless from, and indemnify ENTITY from and defend ENTITY against any and all claims brought against ENTITY by employees or officers of SUBRECIPIENT or brought by any third person arising in any manner directly or indirectly from SUBRECIPIENT programs, activities or events conducted pursuant to this Agreement.

Initials _____

SUBRECIPIENT shall acquire, maintain and furnish to **ENTITY** a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under the contract agreement with limits of not less than \$300,000.00 per occurrence, \$300,000.00 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement. This requirement shall be to meet **SUBRECIPIENT'S** duty of indemnification under this paragraph.

SECTION XIII **Procurement**

SUBRECIPIENT agrees to follow the rules of the **ENTITY** on the procurement of services, supplies or non-real property in relation to **ENTITY**-funded projects. The legal standards that will apply include the Procurement Standards of the HIDALGO COUNTY Urban County Program which includes 24 CFR Part 85.36, and the TEXAS COUNTY PURCHASING ACT. In such case as **SUBRECIPIENT** has developed procurement standards governing its operation, such standards shall be reviewed by **ENTITY** to ensure compliance with the standards implemented by **ENTITY**.

SECTION XIV **Conflict of Interest**

SUBRECIPIENT covenants that neither members of its organization or staff members who exercise influence on the decision-making process presently has or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed in Exhibit A, 24 CFR Part 570.611, 24 CFR Part 84.40-48, and 24 CFR Part 85.36.

SUBRECIPIENT agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **SUBRECIPIENT'S** organization or the **ENTITY'S** organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in Exhibit A during their tenure or for a period of one year thereafter.

SUBRECIPIENT is responsible for repayment of funds associated with any conflict of interest that may occur either knowingly or unknowingly.

No **ENTITY** employee, elected official, consultant and/or agent shall solicit nor accept gratuities, favors, or anything of monetary value from any person, corporation, company, or association that has been hired or expects to be hired to perform any of the activities so described on Exhibit A.

SECTION XII **Legal Action and Venue**

SUBRECIPIENT agrees to notify the **ENTITY** when a problem arises that may lead to legal action or claim against the **SUBRECIPIENT**. The **SUBRECIPIENT** agrees to furnish to the **ENTITY** any information with respect to such action or claim. The **SUBRECIPIENT** agrees not to take any action with respect to any legal action or claim sought against the **SUBRECIPIENT** without the advice and consent of the **ENTITY**.

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Agreement shall lie exclusively in HIDALGO COUNTY.

SECTION XIII **Miscellaneous Provisions**

Conflict with Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

Initials _____

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

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

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

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

If to **ENTITY**:

COUNTY OF HIDALGO
Urban County Program
1916 Tesoro Blvd.
Pharr, TX 78577
Email: ucp@bizrgv.tx.com
Phone # (956) 787-8127
Fax # (956) 787-5291

If to **SUBRECIPIENT**:

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

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

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

Assignment. This Agreement shall not be assignable by **SUBRECIPIENT**. **ENTITY** may assign this Agreement without the consent of **SUBRECIPIENT**.

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

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

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

Initials _____

SECTION XVII
Effective Date

The effective date of this agreement shall be the 1st day of July 2008, such date being the date the HIDALGO COUNTY COMMISSIONERS' COURT approved entering into this Agreement with SUBRECIPIENT and shall terminate on the 30th day of May 2009.

Approved and signed this _____ day of _____, 200__.

Authorized Official

SUBRECIPIENT Name: _____
Address: _____
City/State/Zip: _____
Federal I.D. # or Soc. Sec. #: _____
DUNS #: _____

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

_____, personally appeared before me and declared that he/she signed this application in the capacity designated, if any, and further states that, he/she has read the above application, and the statements therein contained are true.

Subscribed and sworn to before me this _____ day of _____, 200__ .

(SEAL)

Notary - Signature

COUNTY OF HIDALGO – URBAN COUNTY PROGRAM

Witness:

Diana R. Serna, UCP Director

Initials _____

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the services that the agency / organization provide to the community.

Section II State the CDBG grant amount awarded and state the name of awarding City / Pct.
\$ _____ Awarded By: _____

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Section IV List the services that will be provided and how they will be performed as a result of CDBG funds.

Section V As a result of the CDBG award; describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

Section VI Describe the program beneficiaries, estimated number to be serviced, economic background and area of residency.

Section VII List all of the locations with physical address where the service(s) will be provided.

Initials _____

**Exhibit B-1
GRANT BUDGET**

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed two amendments to the grant budget for the term of the agreement.

TYPE OF EXPENDITURES	BUDGETED AMOUNT
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
TOTAL GRANT BUDGET:	\$

Initials _____

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

200__ - 200__ For the Months of...	<u>Estimated</u> Amount Of Expenditures	Type of Budgeted Expenditures
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
TOTALS:		

Initials _____

Exhibit C
SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. Schedule should not exceed Subrecipient contract time frame of eleven months from effective contract date.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

200__ - 200__ For the months of....	Number of <u>Unduplicated</u> Beneficiaries to be Served	Services Provided
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
Total:		

Initials _____

**Exhibit D
RECORDS & REPORTS**

REPORTS

A Monthly Activity Report (Exhibit D - Activity Report) must be submitted with each request for payment on or before the 15th of each month. Each activity report must include the following information:

- **Types of expenditures utilizing CDBG funds, type of service(s) provided and how the service met one of the HUD national objectives:**
 - Benefits Low and Moderate Income Persons
 - Provides Decent Affordable Housing
 - Creates Economic Opportunities
- **Number of persons assisted with New Access to service**
- **Number of persons assisted with Improved Access to service**
- **Number of low-mod beneficiaries served**
- **Ethnic Data**
- **Number of persons served living with a disability**
- **Number of female head of households served**
- **Income levels of persons or households with the categories of extremely low, low, moderate and non-low income.**
- **Type of Outcome:**
 - **Availability/Accessibility.** Description of how services were made available or accessible to low and moderate income people, including persons with disabilities.
 - **Affordability.** How grant funds made the service affordable to low and moderate income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.
 - **Sustainability: Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low and moderate income or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

Initials _____

- **Other significant information** (such as special events, fundraisers, awards, etc.)
 - Agency agrees to submit photos of the program activities prior to the end date of this Agreement.

RECORDS

All records pertaining to each fiscal year of CDBG funds must be retained, from the date of submission of the COUNTY's Consolidated Annual Performance and Evaluation Report (CAPER) in which the specific activity is reported for the last time, unless there is litigation, claims, audit, negotiation, or other actions involving the records, which has started before expiration of the 4-year period. In such cases, the records must be retained until completion of the action and resolution of all issues which arise from it or the end of the regular 4-year period, whichever is longer, except as provided below:

- Written agreements must be retained for four (4) years after the agreement terminates.
- If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.
- In the event more than one exception applies to a particular record, the largest retention period shall apply to such record.

(a) Beneficiary Files

Subrecipient must maintain individual beneficiary files serviced utilizing CDBG funds. Such files must contain the following:

- Membership/registration Application
- Original Program Application (UCP self certification form).

(b) Program Files

Subrecipient must maintain program files related to the Urban County Program CDBG award. Such files must contain the following:

- CDBG funding proposal letter to city and/or precinct.
- Urban County Program Subrecipient Questionnaire, exhibits and supporting documentation
- Subrecipient Agreement
- Correspondence to and from Urban County
- Expenditures
- If applicable, fixed assets inventory

(c) Financial Records

Subrecipient must maintain proper financial records.

(d) Program Income

Subrecipient must report program income earned, retained and expended to the Urban County Program that was generated by the use of the CDBG award.

Exhibit E
REQUEST FOR PAYMENTS

1. Subrecipient shall submit **monthly** reimbursement requests as approved on Exhibit B-2 Schedule of Payment **due on or before the 15th of each month.** Reimbursement requests received after the deadline will not be processed until the following week and reimbursement checks will be mailed two weeks after it was processed by the UCP Coordinator.
2. Subrecipient must submit required documentation as specified on the UCP Reimbursement Checklist for Subrecipients.
3. If request for reimbursements are submitted more than 30 calendar days LATE without notification to the Urban County, the reimbursements will be returned unpaid.
4. Urban County Program will return incorrect or deficient reimbursement requests to the subrecipient within 10 working days in order for corrections to be made.
5. Subrecipient must submitted corrections and/or pending documentation after notification by the Urban County Program no later than the 30th day of the month.
6. Should Subrecipient fail to comply with timely submittal of monthly reimbursement requests, the Urban County Program shall consider termination of the Subrecipient Agreement as per Section X "Suspension and Termination".
7. Subrecipient must submit a copy of the monthly reimbursement requests and reports to the respective City and/or Precinct providing CDBG funds. Failure to submit copies may require pre-approval of the City and/or Precinct prior to Urban County processing reimbursement requests.
8. All reimbursements requests and reports must be originals signed with blue ink.
9. Subrecipient must submit final reimbursement request to the Urban County Program within fifteen (15) days of the agreement end date.
10. As per Section IV of this Agreement, Urban County Program shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved.

Exhibit F
Applicable provisions as stated in Section VIII
OMB Circular A-110 (implemented at 24 CFR part 84)
Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations

- (1) Subpart A—"General";
- (2) Subpart B—"Pre-Award Requirements," except for §84.12, "Forms for Applying for Federal Assistance";
- (3) Subpart C—"Post-Award Requirements," except for:
 - (i) Section 84.22, "Payment Requirements." Grantees shall follow the standards of §§85.20(b)(7) and 85.21 in making payments to subrecipients;
 - (ii) Section 84.23, "Cost Sharing and Matching";
 - (iii) Section 84.24, "Program Income." In lieu of §84.24, CDBG subrecipients shall follow §570.504;
 - (iv) Section 84.25, "Revision of Budget and Program Plans";
 - (v) Section 84.32, "Real Property." In lieu of §84.32, CDBG subrecipients shall follow §570.505;
 - (vi) Section 84.34(g), "Equipment." In lieu of the disposition provisions of §84.34(g), the following applies:
 - (A) In all cases in which equipment is sold, the proceeds shall be program income (prorated to reflect the extent to which CDBG funds were used to acquire the equipment); and
 - (B) Equipment not needed by the subrecipient for CDBG activities shall be transferred to the recipient for the CDBG program or shall be retained after compensating the recipient;
 - (vii) Section 84.51 (b), (c), (d), (e), (f), (g), and (h), "Monitoring and Reporting Program Performance";
 - (viii) Section 84.52, "Financial Reporting";
 - (ix) Section 84.53(b), "Retention and access requirements for records." Section 84.53(b) applies with the following exceptions:
 - (A) The retention period referenced in §84.53(b) pertaining to individual CDBG activities shall be four years; and
 - (B) The retention period starts from the date of submission of the annual performance and evaluation report, as prescribed in 24 CFR 91.520, in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for the award;
 - (x) Section 84.61, "Termination." In lieu of the provisions of §84.61, CDBG subrecipients shall comply with §570.503(b)(7); and
- (4) Subpart D—"After-the-Award Requirements," except for §84.71, "Closeout Procedures."

Initials _____

Exhibit G
Applicable provisions as stated in Section VIII
24 CFR part 85

Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"

- (1) Section 85.3, "Definitions";
- (2) Section 85.6, "Exceptions";
- (3) Section 85.12, "Special grant or subgrant conditions for 'high-risk' grantees";
- (4) Section 85.20, "Standards for financial management systems," except paragraph (a);
- (5) Section 85.21, "Payment," except as modified by §570.513;
- (6) Section 85.22, "Allowable costs";
- (7) Section 85.26, "Non-federal audits";
- (8) Section 85.32, "Equipment," except in all cases in which the equipment is sold, the proceeds shall be program income;
- (9) Section 85.33, "Supplies";
- (10) Section 85.34, "Copyrights";
- (11) Section 85.35, "Subawards to debarred and suspended parties";
- (12) Section 85.36, "Procurement," except paragraph (a);
- (13) Section 85.37, "Subgrants";
- (14) Section 85.40, "Monitoring and reporting program performance," except paragraphs (b) through (d) and paragraph (f);
- (15) Section 85.41, "Financial reporting," except paragraphs (a), (b), and (e);
- (16) Section 85.42, "Retention and access requirements for records," except that the period shall be four years;
- (17) Section 85.43, "Enforcement";
- (18) Section 85.44, "Termination for convenience";
- (19) Section 85.51 "Later disallowances and adjustments" and
- (20) Section 85.52, "Collection of amounts due."

Initials _____

AI-10069

8.D.

**Boys & Girls Club of Mission
CC REGULAR**

Date: 07/11/2008

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Submitted For: Urban County

Department: BUDGET & MANAGEMENT

Agenda Area: Urban County

Information

CAPTION

The Urban County Program requests approval of Subrecipient Agreement with the Boys & Girls Club of Mission, Inc. (Youth Services) in the amount of \$25,000.00 for Urban County Program Year 21 (2008).

BACKGROUND

All funding will be utilized for reimbursement of salaries for five program leaders and a unit director who will provide direct services to the youth. (See the attached Exhibits)

Subrecipient: Boys & Girls Club of Mission, Inc.

Individual Agreement amount: Hidalgo County Precinct #3 \$25,000.00

Total Funding Amount: \$25,000.00

Fiscal Impact

FISCAL YEAR:

ACCT. #: Urban Co. funds

FUNDS AVAILABLE Y/N?: yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available from Year 21 (2008) Youth Services in the amount of \$25,000.00 as of 07/07/08.

Attachments

Link: [back-up](#)

Link: [Agreement](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/07/2008 01:50 PM	APRV
2	Veronica Lopez	Veronica Lopez	07/07/2008 02:00 PM	APRV
3	Auditor's Office		07/08/2008 10:12 AM	NEW

Form Started By: Angela Garcia
Started On: 07/07/2008 01:37 PM

Final Approval Date: 07/08/2008

Section I In summary, describe the services that the agency / organization provide to the community.

Section II State the CDBG grant amount awarded and state the name of awarding City / Pct.
\$ 25,000.00 Awarded By: Pct. 3

Section IV List the services that will be provided and how they will be performed as a result of CDBG funds.

Section V As a result of the CDBG award; describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

Section VI Describe the program beneficiaries, estimated number to be serviced, economic background and area of residency.

Section VII List all of the locations with physical address where the service(s) will be provided.

Page 8 of 16
Revised June 2008

**Exhibit B-1
GRANT BUDGET**

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed two amendments to the grant budget for the term of the agreement.

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Personnel-6 part time employees to work 18 hours Per week for 10 months Unit Director (for direct services) (5) Program staff members	\$ 23,223.50
Fringe Benefits for 6 part time employees for FICA @ 7.65% (Social Security & Medicare Company)	\$ 1,776.50
	\$
	\$
	\$
	\$
	\$
	\$
TOTAL GRANT BUDGET:	\$ 25,000.00

Initials _____

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

200 <u>8</u> - 200 <u>9</u> For the Months of...	<u>Estimated</u> Amount Of Expenditures	Type of Budgeted Expenditures
July 2008		
August 2008	\$2,500	Personnel
September 2008	\$2,500	Personnel
October 2008	\$2,500	Personnel
November 2008	\$2,500	Personnel
December 2008	\$2,500	Personnel
January 2009	\$2,500	Personnel
February 2009	\$2,500	Personnel
March 2009	\$2,500	Personnel
April 2009	\$2,500	Personnel
May 2009	\$2,500	Personnel
TOTALS:	\$25,000	

Initials _____

Exhibit C
SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. Schedule should not exceed Subrecipient contract time frame of eleven months from effective contract date.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

200 <u>8</u> - 200 <u>9</u> For the months of....	Number of <u>Unduplicated</u> Beneficiaries to be Serviced	Services Provided
July 2008		
August 2008	80	Boys & Girls Club of America Programs & Tutoring
September 2008	90	Boys & Girls Club of America Programs & Tutoring
October 2008	100	Boys & Girls Club of America Programs & Tutoring
November 2008	110	Boys & Girls Club of America Programs & Tutoring
December 2008	120	Boys & Girls Club of America Programs & Tutoring
January 2009	130	Boys & Girls Club of America Programs & Tutoring
February 2009	140	Boys & Girls Club of America Programs & Tutoring
March 2009	150	Boys & Girls Club of America Programs & Tutoring
April 2009	160	Boys & Girls Club of America Programs & Tutoring
May 2009	170	Boys & Girls Club of America Programs & Tutoring
Total:	170	

Initials _____

STATE OF TEXAS }
 }
COUNTY OF HIDALGO }

SUBRECIPIENT AGREEMENT

This Agreement made and entered into on this the ____ day of _____, 200__, by and between the COUNTY OF HIDALGO, Urban County Program, a political subdivision of the State of Texas, hereinafter referred to as "ENTITY", and _____, hereinafter referred to as "SUBRECIPIENT".

WITNESSETH

WHEREAS, SUBRECIPIENT desires to carry out eligible activities as described in the attached Exhibit A "Statement of Work", of this Agreement, and permitted by Title I of the Housing and Community Development Act of 1992 (1992 Act) pursuant to the U. S. Department of Housing and Urban Development Community Development Block Grant Program Entitlement Grant Regulations and covered in 24 CFR 570.

WHEREAS, the ENTITY proposes to contract with SUBRECIPIENT in order that the eligible activities described in Exhibit A can be carried out for the benefit of residents in the ENTITY'S jurisdiction.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the ENTITY and the SUBRECIPIENT do mutually agree as follows:

SECTION I
Rules and Regulations

The SUBRECIPIENT agrees to cooperate with the ENTITY in respect to the implementation of Community Development Block Grant (CDBG) activities to be carried out by SUBRECIPIENT pursuant to 24 CFR Part 570 and other rules, regulations and decisions as may be made by the U. S. Department of Housing and Urban Development (HUD) or any other federal or state agency that may legally exercise its jurisdiction over expenditures of CDBG program funds.

SECTION II
Statement of Work

SUBRECIPIENT agrees to perform services as outlined in Exhibit A "Statement of Work" for and in consideration of payment in the amount of _____, and as delineated in Exhibit B-1 "Grant Budget" and B-2 "Payment Schedule".

SUBRECIPIENT agrees to notify ENTITY, in writing, prior to any changes in its Statement of Work, CDBG Grant Budget, Payment Schedule and Schedule of Activity. SUBRECIPIENT shall obtain approval, in writing, from ENTITY prior to commencing work on any changes made to the Statement of Work, CDBG Grant Budget, Payment Schedule and Schedule of Activity.

ENTITY shall not be liable for costs incurred or performances rendered by SUBRECIPIENT before commencement of this Agreement or after termination of this Agreement.

SUBRECIPIENT agrees to follow the schedule outlined in Exhibit C "Schedule of Activity" of this Agreement, and shall notify ENTITY, in writing, prior to any changes, delays or departures from the schedule. If SUBRECIPIENT demonstrates that delays or departure from the schedule is due to circumstances beyond its control, ENTITY and SUBRECIPIENT may amend such schedule of activity.

Initials _____

SECTION III

Records and Reports

SUBRECIPIENT agrees to establish and maintain records and reports as outlined in Exhibit D "Records and Reports" and agrees to make those records and reports available to the **ENTITY**, HUD, and any other local, state or federal entity or authority that may exercise jurisdiction over CDBG funds. Exhibit D must be submitted on or before the 15th of every month.

SECTION IV

Monitoring Visits

SUBRECIPIENT agrees that **ENTITY** shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved, if applicable, as per 24 CFR Part 85.40 (a) and 24 CFR Part 84.51(a). **SUBRECIPIENT** shall attend an orientation prior to the award of funds and prior to the first draw of funds. After each monitoring visit, **ENTITY** shall provide **SUBRECIPIENT** with a written report of the monitor's findings. If the monitoring reports note deficiencies in **SUBRECIPIENT**'s performance under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by **SUBRECIPIENT**. Failure by **SUBRECIPIENT** to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section X of this Agreement. In addition, **SUBRECIPIENT** shall give HUD, the Comptroller General of the United States, **ENTITY**, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by **SUBRECIPIENT** pertaining to this Agreement.

SECTION V

Payment Requests and Program Income

SUBRECIPIENT agrees to follow administrative directions from the **ENTITY** regarding documenting and processing payment requests as defined in Exhibit E "Requests for Payments" of this Agreement.

SUBRECIPIENT shall submit final reimbursement request to **ENTITY** within fifteen (15) days of the Agreement end date.

SUBRECIPIENT and **ENTITY** agree that if applicable, program income generated from the use of CDBG funds shall be retained by the **SUBRECIPIENT**. If the activity is partially assisted with CDBG funds, the **SUBRECIPIENT** agrees to pro-rate the gross income to reflect the percent of CDBG funds assisted in the activity. The **SUBRECIPIENT** is to provide to the **ENTITY** by the third Wednesday of each month an accounting of program income through financial records outlined in Exhibit D. The **ENTITY** is then required to report all CDBG program income earned, retained, and expended. The **SUBRECIPIENT** shall be allowed to use program income for the same or similar activities as generated by program income. Failure of the **SUBRECIPIENT** to report program income as required shall cause the **ENTITY** to require all program income to be recovered by the **ENTITY**.

SUBRECIPIENT and **ENTITY** agree that all unused CDBG funds at the end or termination of this agreement will be reallocated or reprogrammed by **ENTITY**.

SECTION VI

Religious Activities

The **SUBRECIPIENT** and **ENTITY** both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activity, nor shall any building or structure funded under this Agreement be used for sectarian or religious activities.

Initials _____

SECTION VII

Other Program Requirements

SUBRECIPIENT agrees to comply with "Other Program Requirements" as listed in 24 CFR §570.600 through 611 except for those environmental review requirements listed as 24 CFR §570.604 and initiation of review process under the provisions of 24 CFR Part 52.

<http://www.washingtonwatchdog.org/documents/cfr/title24/part570.html#570.600>

SECTION VIII

Uniform Administrative Requirements

Subrecipients, except subrecipients that are governmental entities, shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-profit Organizations", or OMB Circular No. A-21, "Cost Principles for Educational Institutions", as applicable, and OMB Circular A-133, "Audits of Institutions of Higher Education and Other Nonprofit Institutions" (as set forth in 24 CFR part 45). Audits shall be conducted annually. Such subrecipients shall also comply with the provisions of the Uniform Administrative requirements of OMB Circular A-110 (implemented at 24 CFR part 84, "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations") or the related CDBG provision, as specified in Exhibit F and any subsequent amendments thereto.

<http://www.whitehouse.gov/omb/circulars/a122/a122.html>

<http://www.whitehouse.gov/omb/circulars/a021/a021.html>

<http://www.whitehouse.gov/omb/circulars/a133/a133.html>

<http://www.whitehouse.gov/omb/circulars/a110/a110.html>

Recipients and subrecipients that are governmental entities (including public agencies) shall comply with the requirements and standards of OMB Circular No. A-87, "Cost Principles for State, Local, and Indian Tribal Governments"; OMB Circular A-133, "Audits of State and Local Governments" (implemented at 24 CFR part 44); and with sections of 24 CFR part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" or the related CDBG provision, as specified in Exhibit G and any subsequent amendments thereto.

<http://www.whitehouse.gov/omb/circulars/a087/a087-all.html>

<http://www.whitehouse.gov/omb/circulars/a133/a133.html>

SECTION IX

Audit Requirements

SUBRECIPIENT agrees to comply with the applicable requirements and standards as set forth in OMB Circular A-133, Audits of States, Local Governments and Non-Profit organizations.

SUBRECIPIENT agrees to furnish **ENTITY** a Financial Management letter covering the period of this Agreement that includes detailed receipts and disbursement of payments to **SUBRECIPIENT** hereunder. However, if **SUBRECIPIENT** expends Five Hundred Thousand Dollars (\$500,000) or more in federal funds, **SUBRECIPIENT** must, within nine (9) months from the end of the fiscal year, supply **ENTITY** with an audit of revenues and expenditures conducted by a certified public accountant. If the **SUBRECIPIENT** expends less than \$500,000.00 a year in federal awards, then they are exempt from the OMB Circular A-133 audit requirements for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the General Accounting Office. For the exempt **SUBRECIPIENT**, a 990 Tax Return (Return of Organization Exempt From Income Tax), and Financial Statements are required for the

Initials _____

most recent fiscal year ended. If applicable, SUBRECIPIENT agrees to cooperate with ENTITY relating to any inquiries regarding the audit and SUBRECIPIENT acknowledges that a Financial Audit shall be provided to ENTITY at the expense of the SUBRECIPIENT. Audit shall be available to ENTITY staff, and any and all applicable federal agencies, and be of unrestricted access, as listed in 24 CFR Part 85.42.

<http://www.washingtonwatchdog.org/documents/cfr/title24/part85.html>

SECTION X Suspension and Termination

SUBRECIPIENT understands that this Agreement may be suspended or terminated, in accordance with 24 CFR §85.43, if applicable, and 24 CFR §84.61, (web page link provided above) if the SUBRECIPIENT materially fails to comply with the provisions of this Agreement or the provisions so listed in Exhibits A through G.

If SUBRECIPIENT fails to fulfill in a timely and proper manner its obligations under this Agreement, or SUBRECIPIENT violates any of the Agreements or stipulations of this Agreement, then the ENTITY shall provide SUBRECIPIENT written notification of such non-performance. Such non-performance, *i.e., timely submittal of monthly reports*, may be the basis for immediate termination of this Agreement. Should any breach of contract (Agreement) relate to a violation of federal law or regulation that results in HUD demanding reimbursement from the ENTITY OR SUBRECIPIENT or its successor, the ENTITY will terminate Agreement and seek reimbursement of all funds from SUBRECIPIENT. SUBRECIPIENT shall not be relieved of the liability to the ENTITY for damages sustained by the ENTITY by virtue of any breach of this contract (Agreement) by SUBRECIPIENT and ENTITY may withhold any payments to SUBRECIPIENT for violations of federal regulations. Should the ENTITY become aware of any activity by SUBRECIPIENT, which would jeopardize the ENTITY'S position with the U. S. Department of Housing and Urban Development (HUD) or which would cause a payback of federal funds, then the ENTITY may take appropriate action including injunctive relief against SUBRECIPIENT to prevent the transaction as aforesaid. The failure of the ENTITY to exercise any right shall in no way constitute a waiver by the ENTITY to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

It is expressly agreed that this Agreement may not be amended except upon the joint action of both the ENTITY and _____.

SECTION XI Assets

SUBRECIPIENT shall not purchase any asset unless so permitted by the ENTITY and such procurement shall be done in the form and manner so prescribed by the ENTITY.

Any asset acquired or improved in part or in whole with CDBG funds in excess of \$25,000 must be used in an activity that meets one of the national objectives listed in 24 CFR §570.208 for a period of five (5) years after the expiration of this Agreement or a longer period if so determined by the ENTITY.

The disposition of any asset improved or acquired in part or in whole with CDBG funds by the SUBRECIPIENT must be done with prior written approval of the ENTITY and the ENTITY shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The ENTITY may, at its option, request that such asset be transferred to ENTITY if the asset is no longer being used to meet one of the national objectives or in any case where the SUBRECIPIENT no longer provides services shown on Exhibit A.

SECTION XII Indemnity Clause

SUBRECIPIENT agrees to hold ENTITY harmless from, and indemnify ENTITY from and defend ENTITY against any and all claims brought against ENTITY by employees or officers of SUBRECIPIENT or brought by any third person arising in any manner directly or indirectly from SUBRECIPIENT programs, activities or events conducted pursuant to this Agreement.

Initials _____

SUBRECIPIENT shall acquire, maintain and furnish to **ENTITY** a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under the contract agreement with limits of not less than \$300,000.00 per occurrence, \$300,000.00 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement. This requirement shall be to meet **SUBRECIPIENT'S** duty of indemnification under this paragraph.

SECTION XIII **Procurement**

SUBRECIPIENT agrees to follow the rules of the **ENTITY** on the procurement of services, supplies or non-real property in relation to **ENTITY**-funded projects. The legal standards that will apply include the Procurement Standards of the HIDALGO COUNTY Urban County Program which includes 24 CFR Part 85.36, and the TEXAS COUNTY PURCHASING ACT. In such case as **SUBRECIPIENT** has developed procurement standards governing its operation, such standards shall be reviewed by **ENTITY** to ensure compliance with the standards implemented by **ENTITY**.

SECTION XIV **Conflict of Interest**

SUBRECIPIENT covenants that neither members of its organization or staff members who exercise influence on the decision-making process presently has or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed in Exhibit A, 24 CFR Part 570.611, 24 CFR Part 84.40-48, and 24 CFR Part 85.36.

SUBRECIPIENT agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **SUBRECIPIENT'S** organization or the **ENTITY'S** organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in Exhibit A during their tenure or for a period of one year thereafter.

SUBRECIPIENT is responsible for repayment of funds associated with any conflict of interest that may occur either knowingly or unknowingly.

No **ENTITY** employee, elected official, consultant and/or agent shall solicit nor accept gratuities, favors, or anything of monetary value from any person, corporation, company, or association that has been hired or expects to be hired to perform any of the activities so described on Exhibit A.

SECTION XII **Legal Action and Venue**

SUBRECIPIENT agrees to notify the **ENTITY** when a problem arises that may lead to legal action or claim against the **SUBRECIPIENT**. The **SUBRECIPIENT** agrees to furnish to the **ENTITY** any information with respect to such action or claim. The **SUBRECIPIENT** agrees not to take any action with respect to any legal action or claim sought against the **SUBRECIPIENT** without the advice and consent of the **ENTITY**.

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Agreement shall lie exclusively in HIDALGO COUNTY.

SECTION XIII **Miscellaneous Provisions**

Conflict with Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

Initials _____

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

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

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

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

If to **ENTITY**:

COUNTY OF HIDALGO
Urban County Program
1916 Tesoro Blvd.
Pharr, TX 78577
Email: ucp@bizrgv.tx.com
Phone # (956) 787-8127
Fax # (956) 787-5291

If to **SUBRECIPIENT**:

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

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

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

Assignment. This Agreement shall not be assignable by **SUBRECIPIENT**. **ENTITY** may assign this Agreement without the consent of **SUBRECIPIENT**.

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

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

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

Initials _____

SECTION XVII
Effective Date

The effective date of this agreement shall be the 1st day of July 2008, such date being the date the HIDALGO COUNTY COMMISSIONERS' COURT approved entering into this Agreement with SUBRECIPIENT and shall terminate on the 30th day of May 2009.

Approved and signed this _____ day of _____, 200__.

Authorized Official

SUBRECIPIENT Name: _____
Address: _____
City/State/Zip: _____
Federal I.D. # or Soc. Sec. #: _____
DUNS #: _____

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

_____, personally appeared before me and declared that he/she signed this application in the capacity designated, if any, and further states that, he/she has read the above application, and the statements therein contained are true.

Subscribed and sworn to before me this _____ day of _____, 200__ .

(SEAL)

Notary - Signature

COUNTY OF HIDALGO – URBAN COUNTY PROGRAM

Witness: _____

Diana R. Serna, UCP Director

Initials _____

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the services that the agency / organization provide to the community.

Section II State the CDBG grant amount awarded and state the name of awarding City / Pct.
\$ _____ Awarded By: _____

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Section IV List the services that will be provided and how they will be performed as a result of CDBG funds.

Section V As a result of the CDBG award; describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

Section VI Describe the program beneficiaries, estimated number to be serviced, economic background and area of residency.

Section VII List all of the locations with physical address where the service(s) will be provided.

Initials _____

**Exhibit B-1
GRANT BUDGET**

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed two amendments to the grant budget for the term of the agreement.

TYPE OF EXPENDITURES	BUDGETED AMOUNT
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
TOTAL GRANT BUDGET:	\$

Initials _____

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

200__ - 200__ For the Months of...	<u>Estimated</u> Amount Of Expenditures	Type of Budgeted Expenditures
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
TOTALS:		

Initials _____

Exhibit C
SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. Schedule should not exceed Subrecipient contract time frame of eleven months from effective contract date.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

200__ - 200__ For the months of....	Number of <u>Unduplicated</u> Beneficiaries to be Served	Services Provided
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
Total:		

Initials _____

**Exhibit D
RECORDS & REPORTS**

REPORTS

A Monthly Activity Report (Exhibit D - Activity Report) must be submitted with each request for payment on or before the 15th of each month. Each activity report must include the following information:

- **Types of expenditures utilizing CDBG funds, type of service(s) provided and how the service met one of the HUD national objectives:**
 - Benefits Low and Moderate Income Persons
 - Provides Decent Affordable Housing
 - Creates Economic Opportunities
- **Number of persons assisted with New Access to service**
- **Number of persons assisted with Improved Access to service**
- **Number of low-mod beneficiaries served**
- **Ethnic Data**
- **Number of persons served living with a disability**
- **Number of female head of households served**
- **Income levels of persons or households with the categories of extremely low, low, moderate and non-low income.**
- **Type of Outcome:**
 - **Availability/Accessibility.** Description of how services were made available or accessible to low and moderate income people, including persons with disabilities.
 - **Affordability.** How grant funds made the service affordable to low and moderate income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.
 - **Sustainability: Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low and moderate income or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

Initials _____

- **Other significant information** (such as special events, fundraisers, awards, etc.)
 - Agency agrees to submit photos of the program activities prior to the end date of this Agreement.

RECORDS

All records pertaining to each fiscal year of CDBG funds must be retained, from the date of submission of the COUNTY's Consolidated Annual Performance and Evaluation Report (CAPER) in which the specific activity is reported for the last time, unless there is litigation, claims, audit, negotiation, or other actions involving the records, which has started before expiration of the 4-year period. In such cases, the records must be retained until completion of the action and resolution of all issues which arise from it or the end of the regular 4-year period, whichever is longer, except as provided below:

- Written agreements must be retained for four (4) years after the agreement terminates.
- If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.
- In the event more than one exception applies to a particular record, the largest retention period shall apply to such record.

(a) Beneficiary Files

Subrecipient must maintain individual beneficiary files serviced utilizing CDBG funds. Such files must contain the following:

- Membership/registration Application
- Original Program Application (UCP self certification form).

(b) Program Files

Subrecipient must maintain program files related to the Urban County Program CDBG award. Such files must contain the following:

- CDBG funding proposal letter to city and/or precinct.
- Urban County Program Subrecipient Questionnaire, exhibits and supporting documentation
- Subrecipient Agreement
- Correspondence to and from Urban County
- Expenditures
- If applicable, fixed assets inventory

(c) Financial Records

Subrecipient must maintain proper financial records.

(d) Program Income

Subrecipient must report program income earned, retained and expended to the Urban County Program that was generated by the use of the CDBG award.

Exhibit E
REQUEST FOR PAYMENTS

1. Subrecipient shall submit **monthly** reimbursement requests as approved on Exhibit B-2 Schedule of Payment **due on or before the 15th of each month.** Reimbursement requests received after the deadline will not be processed until the following week and reimbursement checks will be mailed two weeks after it was processed by the UCP Coordinator.
2. Subrecipient must submit required documentation as specified on the UCP Reimbursement Checklist for Subrecipients.
3. If request for reimbursements are submitted more than 30 calendar days LATE without notification to the Urban County, the reimbursements will be returned unpaid.
4. Urban County Program will return incorrect or deficient reimbursement requests to the subrecipient within 10 working days in order for corrections to be made.
5. Subrecipient must submitted corrections and/or pending documentation after notification by the Urban County Program no later than the 30th day of the month.
6. Should Subrecipient fail to comply with timely submittal of monthly reimbursement requests, the Urban County Program shall consider termination of the Subrecipient Agreement as per Section X "Suspension and Termination".
7. Subrecipient must submit a copy of the monthly reimbursement requests and reports to the respective City and/or Precinct providing CDBG funds. Failure to submit copies may require pre-approval of the City and/or Precinct prior to Urban County processing reimbursement requests.
8. All reimbursements requests and reports must be originals signed with blue ink.
9. Subrecipient must submit final reimbursement request to the Urban County Program within fifteen (15) days of the agreement end date.
10. As per Section IV of this Agreement, Urban County Program shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved.

Exhibit F
Applicable provisions as stated in Section VIII
OMB Circular A-110 (implemented at 24 CFR part 84)
Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations

- (1) Subpart A—"General";
- (2) Subpart B—"Pre-Award Requirements," except for §84.12, "Forms for Applying for Federal Assistance";
- (3) Subpart C—"Post-Award Requirements," except for:
 - (i) Section 84.22, "Payment Requirements." Grantees shall follow the standards of §§85.20(b)(7) and 85.21 in making payments to subrecipients;
 - (ii) Section 84.23, "Cost Sharing and Matching";
 - (iii) Section 84.24, "Program Income." In lieu of §84.24, CDBG subrecipients shall follow §570.504;
 - (iv) Section 84.25, "Revision of Budget and Program Plans";
 - (v) Section 84.32, "Real Property." In lieu of §84.32, CDBG subrecipients shall follow §570.505;
 - (vi) Section 84.34(g), "Equipment." In lieu of the disposition provisions of §84.34(g), the following applies:
 - (A) In all cases in which equipment is sold, the proceeds shall be program income (prorated to reflect the extent to which CDBG funds were used to acquire the equipment); and
 - (B) Equipment not needed by the subrecipient for CDBG activities shall be transferred to the recipient for the CDBG program or shall be retained after compensating the recipient;
 - (vii) Section 84.51 (b), (c), (d), (e), (f), (g), and (h), "Monitoring and Reporting Program Performance";
 - (viii) Section 84.52, "Financial Reporting";
 - (ix) Section 84.53(b), "Retention and access requirements for records." Section 84.53(b) applies with the following exceptions:
 - (A) The retention period referenced in §84.53(b) pertaining to individual CDBG activities shall be four years; and
 - (B) The retention period starts from the date of submission of the annual performance and evaluation report, as prescribed in 24 CFR 91.520, in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for the award;
 - (x) Section 84.61, "Termination." In lieu of the provisions of §84.61, CDBG subrecipients shall comply with §570.503(b)(7); and
- (4) Subpart D—"After-the-Award Requirements," except for §84.71, "Closeout Procedures."

Initials _____

Exhibit G
Applicable provisions as stated in Section VIII
24 CFR part 85

Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"

- (1) Section 85.3, "Definitions";
- (2) Section 85.6, "Exceptions";
- (3) Section 85.12, "Special grant or subgrant conditions for 'high-risk' grantees";
- (4) Section 85.20, "Standards for financial management systems," except paragraph (a);
- (5) Section 85.21, "Payment," except as modified by §570.513;
- (6) Section 85.22, "Allowable costs";
- (7) Section 85.26, "Non-federal audits";
- (8) Section 85.32, "Equipment," except in all cases in which the equipment is sold, the proceeds shall be program income;
- (9) Section 85.33, "Supplies";
- (10) Section 85.34, "Copyrights";
- (11) Section 85.35, "Subawards to debarred and suspended parties";
- (12) Section 85.36, "Procurement," except paragraph (a);
- (13) Section 85.37, "Subgrants";
- (14) Section 85.40, "Monitoring and reporting program performance," except paragraphs (b) through (d) and paragraph (f);
- (15) Section 85.41, "Financial reporting," except paragraphs (a), (b), and (e);
- (16) Section 85.42, "Retention and access requirements for records," except that the period shall be four years;
- (17) Section 85.43, "Enforcement";
- (18) Section 85.44, "Termination for convenience";
- (19) Section 85.51 "Later disallowances and adjustments" and
- (20) Section 85.52, "Collection of amounts due."

Initials _____

AI-10071

8.E.

**Border Fair Housing & Economic Justice Center Inc.
CC REGULAR**

Date: 07/11/2008

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Submitted For: Urban County

Department: BUDGET & MANAGEMENT

Agenda Area: Urban County

Information

CAPTION

The Urban County Program requests approval of Subrecipient Agreement with the Border Fair Housing & Economic Justice Center, Inc. (Public Services) in the amount of \$10,000.00 for Urban County Program Year 21 (2008).

BACKGROUND

All funding will be utilized for reimbursement of a fair housing specialist, mileage reimbursement for the fair housing specialist and outreach specialist, and printing of educational brochures.. (See the attached Exhibits)

Subrecipient: Border Fair Housing & Economic Justice Center, Inc.

Individual Agreement amount: Hidalgo County Precinct #3 \$10,000.00

Total Funding Amount: \$10,000.00

Fiscal Impact

FISCAL YEAR:

ACCT. #: Urban Co. funds

FUNDS AVAILABLE Y/N?: yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available from Year 21 (2008) Public Services in the amount of \$10,000.00 as of 07/07/08.

Attachments

Link: [back-up](#)

Link: [Agreement](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/07/2008 01:50 PM	APRV
2	Veronica Lopez	Veronica Lopez	07/07/2008 02:14 PM	APRV
3	Auditor's Office		07/08/2008 10:12 AM	NEW
Form Started By: Angela Garcia			Started On: 07/07/2008 01:41 PM	

Final Approval Date: 07/08/2008

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the services that the agency / organization provide to the community.

As a Fair Housing Initiative Program BFHC will assist the community by providing the following services in order to decrease or eliminate cases of housing discrimination and promote equal housing opportunities. This partnership will assist Hidalgo County in complying with its CDBG requirements to affirmatively further fair housing.

1. Educate residents on their rights under the Fair Housing act to increase the number of consumers educated with their rights under the act.

2. Assist consumers who have experienced housing discrimination through private enforcement by investigating allegations of housing discrimination.

Section II State the CDBG grant amount awarded and state the name of awarding City / Pct.

\$ 10,000 Awarded By: Precinct 3

Section III List the proposed type of expenditure(s) utilizing CDBG funds.
Personnel (contract services) and Printing of educational materials.

Section IV List the services that will be provided and how they will be performed as a result of CDBG funds.

Funding will allow BFHC to provide 4 community workshops in public places to educate the community on their rights under the Fair Housing Act. Moreover, BFHC will distribute educational material (brochure) to the public by participating in community events and other activities to educate the public on their rights under the Fair Housing Act. In addition, BFHC will complete a minimum of 20 complaints of housing discrimination and refer them to HUD FHEO for enforcement.

Section V As a result of the CDBG award; describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

Program will offer new assistance to residents in Precinct 3 to minimize incidents of housing discrimination and increase equal housing opportunities in the community for low income residents protected by the 7 federal protected classes.

Section VI Describe the program beneficiaries, estimated number to be serviced, economic background and area of residency.

Services will be targeted to Precinct 3 low-income areas based on census tracks. Project estimates to benefit a minimum of 380 beneficiaries through workshop participation, distribution of literature (brochure) and investigation of complaints of housing discrimination.

Section VII List all of the locations with physical address where the service(s) will be provided.

Workshops will be provided in public areas in Precinct 3. Areas will be determined in planning with Precinct 3 office. In order to comply with ADA requirements all facilities targeted will be public places (city and county)

Exhibit B-1
GRANT BUDGET

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed two amendments to the grant budget for the term of the agreement.

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Contractual Fair Housing Specialist at \$15 for 520hrs to implement all program activities	\$ 7,800
Printing Design and Printing of education brochures to be distributed in outreach events and educational workshops.	\$ 1,000
Travel (mileage) For Fair Housing Specialist and Outreach Specialist providing direct services in the implementation of program activities at .48/mile (total of 2500 miles)	\$ 1,200
TOTAL GRANT BUDGET:	\$ 10,000

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

2008__ - 2009__ For the Months of...	<u>Estimated</u> Amount Of Expenditures	Type of Budgeted Expenditures
July	\$818	Contractual Mileage
August	\$1818.00	Contractual Printing Mileage
September	\$818	Contractual Mileage
October	\$818	Contractual Mileage
November	\$818	Contractual Mileage
December	\$818	Contractual Mileage
January	\$818	Contractual Mileage
February	\$818	Contractual Mileage
March	\$818	Contractual Mileage
April	\$818	Contractual Mileage
May	\$820	Contractual Mileage
TOTALS:	\$10,000	

Initials _____

Exhibit C
SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. Schedule should not exceed Subrecipient contract time frame of eleven months from effective contract date.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

200 <u>8</u> - 200 <u>9</u> For the months of...	Number of <u>Unduplicated</u> Beneficiaries to be Serviced	Services Provided
July		
August	20	Fair Housing Education/Outreach/Private Enforcement
September	50	Fair Housing Education/Outreach/Private Enforcement
October	50	Fair Housing Education/Outreach/Private Enforcement
November	50	Fair Housing Education/Outreach/Private Enforcement
December	50	Fair Housing Education/Outreach/Private Enforcement
January	50	Fair Housing Education/Outreach/Private Enforcement
February	50	Fair Housing Education/Outreach/Private Enforcement
March	50	Fair Housing Education/Outreach/Private Enforcement
April	50	Fair Housing Education/Outreach/Private Enforcement
May	50	Fair Housing Education/Outreach/Private Enforcement
Total:	470	

Initials _____

STATE OF TEXAS }
 }
COUNTY OF HIDALGO }

SUBRECIPIENT AGREEMENT

This Agreement made and entered into on this the ____ day of _____, 200__, by and between the COUNTY OF HIDALGO, Urban County Program, a political subdivision of the State of Texas, hereinafter referred to as "ENTITY", and _____, hereinafter referred to as "SUBRECIPIENT".

WITNESSETH

WHEREAS, SUBRECIPIENT desires to carry out eligible activities as described in the attached Exhibit A "Statement of Work", of this Agreement, and permitted by Title I of the Housing and Community Development Act of 1992 (1992 Act) pursuant to the U. S. Department of Housing and Urban Development Community Development Block Grant Program Entitlement Grant Regulations and covered in 24 CFR 570.

WHEREAS, the ENTITY proposes to contract with SUBRECIPIENT in order that the eligible activities described in Exhibit A can be carried out for the benefit of residents in the ENTITY'S jurisdiction.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the ENTITY and the SUBRECIPIENT do mutually agree as follows:

SECTION I Rules and Regulations

The SUBRECIPIENT agrees to cooperate with the ENTITY in respect to the implementation of Community Development Block Grant (CDBG) activities to be carried out by SUBRECIPIENT pursuant to 24 CFR Part 570 and other rules, regulations and decisions as may be made by the U. S. Department of Housing and Urban Development (HUD) or any other federal or state agency that may legally exercise its jurisdiction over expenditures of CDBG program funds.

SECTION II Statement of Work

SUBRECIPIENT agrees to perform services as outlined in Exhibit A "Statement of Work" for and in consideration of payment in the amount of _____, and as delineated in Exhibit B-1 "Grant Budget" and B-2 "Payment Schedule".

SUBRECIPIENT agrees to notify ENTITY, in writing, prior to any changes in its Statement of Work, CDBG Grant Budget, Payment Schedule and Schedule of Activity. SUBRECIPIENT shall obtain approval, in writing, from ENTITY prior to commencing work on any changes made to the Statement of Work, CDBG Grant Budget, Payment Schedule and Schedule of Activity.

ENTITY shall not be liable for costs incurred or performances rendered by SUBRECIPIENT before commencement of this Agreement or after termination of this Agreement.

SUBRECIPIENT agrees to follow the schedule outlined in Exhibit C "Schedule of Activity" of this Agreement, and shall notify ENTITY, in writing, prior to any changes, delays or departures from the schedule. If SUBRECIPIENT demonstrates that delays or departure from the schedule is due to circumstances beyond its control, ENTITY and SUBRECIPIENT may amend such schedule of activity.

Initials _____

SECTION III Records and Reports

SUBRECIPIENT agrees to establish and maintain records and reports as outlined in Exhibit D "Records and Reports" and agrees to make those records and reports available to the **ENTITY**, HUD, and any other local, state or federal entity or authority that may exercise jurisdiction over CDBG funds. Exhibit D must be submitted on or before the 15th of every month.

SECTION IV Monitoring Visits

SUBRECIPIENT agrees that **ENTITY** shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved, if applicable, as per 24 CFR Part 85.40 (a) and 24 CFR Part 84.51(a). **SUBRECIPIENT** shall attend an orientation prior to the award of funds and prior to the first draw of funds. After each monitoring visit, **ENTITY** shall provide **SUBRECIPIENT** with a written report of the monitor's findings. If the monitoring reports note deficiencies in **SUBRECIPIENT**'s performance under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by **SUBRECIPIENT**. Failure by **SUBRECIPIENT** to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section X of this Agreement. In addition, **SUBRECIPIENT** shall give HUD, the Comptroller General of the United States, **ENTITY**, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by **SUBRECIPIENT** pertaining to this Agreement.

SECTION V Payment Requests and Program Income

SUBRECIPIENT agrees to follow administrative directions from the **ENTITY** regarding documenting and processing payment requests as defined in Exhibit E "Requests for Payments" of this Agreement.

SUBRECIPIENT shall submit final reimbursement request to **ENTITY** within fifteen (15) days of the Agreement end date.

SUBRECIPIENT and **ENTITY** agree that if applicable, program income generated from the use of CDBG funds shall be retained by the **SUBRECIPIENT**. If the activity is partially assisted with CDBG funds, the **SUBRECIPIENT** agrees to pro-rate the gross income to reflect the percent of CDBG funds assisted in the activity. The **SUBRECIPIENT** is to provide to the **ENTITY** by the third Wednesday of each month an accounting of program income through financial records outlined in Exhibit D. The **ENTITY** is then required to report all CDBG program income earned, retained, and expended. The **SUBRECIPIENT** shall be allowed to use program income for the same or similar activities as generated by program income. Failure of the **SUBRECIPIENT** to report program income as required shall cause the **ENTITY** to require all program income to be recovered by the **ENTITY**.

SUBRECIPIENT and **ENTITY** agree that all unused CDBG funds at the end or termination of this agreement will be reallocated or reprogrammed by **ENTITY**.

SECTION VI Religious Activities

The **SUBRECIPIENT** and **ENTITY** both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activity, nor shall any building or structure funded under this Agreement be used for sectarian or religious activities.

Initials _____

SECTION VII

Other Program Requirements

SUBRECIPIENT agrees to comply with "Other Program Requirements" as listed in 24 CFR §570.600 through 611 except for those environmental review requirements listed as 24 CFR §570.604 and initiation of review process under the provisions of 24 CFR Part 52.

<http://www.washingtonwatchdog.org/documents/cfr/title24/part570.html#570.600>

SECTION VIII

Uniform Administrative Requirements

Subrecipients, except subrecipients that are governmental entities, shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-profit Organizations", or OMB Circular No. A-21, "Cost Principles for Educational Institutions", as applicable, and OMB Circular A-133, "Audits of Institutions of Higher Education and Other Nonprofit Institutions" (as set forth in 24 CFR part 45). Audits shall be conducted annually. Such subrecipients shall also comply with the provisions of the Uniform Administrative requirements of OMB Circular A-110 (implemented at 24 CFR part 84, "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations") or the related CDBG provision, as specified in Exhibit F and any subsequent amendments thereto.

<http://www.whitehouse.gov/omb/circulars/a122/a122.html>

<http://www.whitehouse.gov/omb/circulars/a021/a021.html>

<http://www.whitehouse.gov/omb/circulars/a133/a133.html>

<http://www.whitehouse.gov/omb/circulars/a110/a110.html>

Recipients and subrecipients that are governmental entities (including public agencies) shall comply with the requirements and standards of OMB Circular No. A-87, "Cost Principles for State, Local, and Indian Tribal Governments"; OMB Circular A-133, "Audits of State and Local Governments" (implemented at 24 CFR part 44); and with sections of 24 CFR part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" or the related CDBG provision, as specified in Exhibit G and any subsequent amendments thereto.

<http://www.whitehouse.gov/omb/circulars/a087/a087-all.html>

<http://www.whitehouse.gov/omb/circulars/a133/a133.html>

SECTION IX

Audit Requirements

SUBRECIPIENT agrees to comply with the applicable requirements and standards as set forth in OMB Circular A-133, Audits of States, Local Governments and Non-Profit organizations.

SUBRECIPIENT agrees to furnish **ENTITY** a Financial Management letter covering the period of this Agreement that includes detailed receipts and disbursement of payments to **SUBRECIPIENT** hereunder. However, if **SUBRECIPIENT** expends Five Hundred Thousand Dollars (\$500,000) or more in federal funds, **SUBRECIPIENT** must, within nine (9) months from the end of the fiscal year, supply **ENTITY** with an audit of revenues and expenditures conducted by a certified public accountant. If the **SUBRECIPIENT** expends less than \$500,000.00 a year in federal awards, then they are exempt from the OMB Circular A-133 audit requirements for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the General Accounting Office. For the exempt **SUBRECIPIENT**, a 990 Tax Return (Return of Organization Exempt From Income Tax), and Financial Statements are required for the

Initials _____

most recent fiscal year ended. If applicable, SUBRECIPIENT agrees to cooperate with ENTITY relating to any inquiries regarding the audit and SUBRECIPIENT acknowledges that a Financial Audit shall be provided to ENTITY at the expense of the SUBRECIPIENT. Audit shall be available to ENTITY staff, and any and all applicable federal agencies, and be of unrestricted access, as listed in 24 CFR Part 85.42.

<http://www.washingtonwatchdog.org/documents/cfr/title24/part85.html>

SECTION X Suspension and Termination

SUBRECIPIENT understands that this Agreement may be suspended or terminated, in accordance with 24 CFR §85.43, if applicable, and 24 CFR §84.61, (web page link provided above) if the SUBRECIPIENT materially fails to comply with the provisions of this Agreement or the provisions so listed in Exhibits A through G.

If SUBRECIPIENT fails to fulfill in a timely and proper manner its obligations under this Agreement, or SUBRECIPIENT violates any of the Agreements or stipulations of this Agreement, then the ENTITY shall provide SUBRECIPIENT written notification of such non-performance. Such non-performance, *i.e., timely submittal of monthly reports*, may be the basis for immediate termination of this Agreement. Should any breach of contract (Agreement) relate to a violation of federal law or regulation that results in HUD demanding reimbursement from the ENTITY OR SUBRECIPIENT or its successor, the ENTITY will terminate Agreement and seek reimbursement of all funds from SUBRECIPIENT. SUBRECIPIENT shall not be relieved of the liability to the ENTITY for damages sustained by the ENTITY by virtue of any breach of this contract (Agreement) by SUBRECIPIENT and ENTITY may withhold any payments to SUBRECIPIENT for violations of federal regulations. Should the ENTITY become aware of any activity by SUBRECIPIENT, which would jeopardize the ENTITY'S position with the U. S. Department of Housing and Urban Development (HUD) or which would cause a payback of federal funds, then the ENTITY may take appropriate action including injunctive relief against SUBRECIPIENT to prevent the transaction as aforesaid. The failure of the ENTITY to exercise any right shall in no way constitute a waiver by the ENTITY to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

It is expressly agreed that this Agreement may not be amended except upon the joint action of both the ENTITY and _____.

SECTION XI Assets

SUBRECIPIENT shall not purchase any asset unless so permitted by the ENTITY and such procurement shall be done in the form and manner so prescribed by the ENTITY.

Any asset acquired or improved in part or in whole with CDBG funds in excess of \$25,000 must be used in an activity that meets one of the national objectives listed in 24 CFR §570.208 for a period of five (5) years after the expiration of this Agreement or a longer period if so determined by the ENTITY.

The disposition of any asset improved or acquired in part or in whole with CDBG funds by the SUBRECIPIENT must be done with prior written approval of the ENTITY and the ENTITY shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The ENTITY may, at its option, request that such asset be transferred to ENTITY if the asset is no longer being used to meet one of the national objectives or in any case where the SUBRECIPIENT no longer provides services shown on Exhibit A.

SECTION XII Indemnity Clause

SUBRECIPIENT agrees to hold ENTITY harmless from, and indemnify ENTITY from and defend ENTITY against any and all claims brought against ENTITY by employees or officers of SUBRECIPIENT or brought by any third person arising in any manner directly or indirectly from SUBRECIPIENT programs, activities or events conducted pursuant to this Agreement.

Initials _____

SUBRECIPIENT shall acquire, maintain and furnish to **ENTITY** a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under the contract agreement with limits of not less than \$300,000.00 per occurrence, \$300,000.00 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement. This requirement shall be to meet **SUBRECIPIENT'S** duty of indemnification under this paragraph.

SECTION XIII **Procurement**

SUBRECIPIENT agrees to follow the rules of the **ENTITY** on the procurement of services, supplies or non-real property in relation to **ENTITY**-funded projects. The legal standards that will apply include the Procurement Standards of the HIDALGO COUNTY Urban County Program which includes 24 CFR Part 85.36, and the TEXAS COUNTY PURCHASING ACT. In such case as **SUBRECIPIENT** has developed procurement standards governing its operation, such standards shall be reviewed by **ENTITY** to ensure compliance with the standards implemented by **ENTITY**.

SECTION XIV **Conflict of Interest**

SUBRECIPIENT covenants that neither members of its organization or staff members who exercise influence on the decision-making process presently has or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed in Exhibit A, 24 CFR Part 570.611, 24 CFR Part 84.40-48, and 24 CFR Part 85.36.

SUBRECIPIENT agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **SUBRECIPIENT's** organization or the **ENTITY's** organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in Exhibit A during their tenure or for a period of one year thereafter.

SUBRECIPIENT is responsible for repayment of funds associated with any conflict of interest that may occur either knowingly or unknowingly.

No **ENTITY** employee, elected official, consultant and/or agent shall solicit nor accept gratuities, favors, or anything of monetary value from any person, corporation, company, or association that has been hired or expects to be hired to perform any of the activities so described on Exhibit A.

SECTION XII **Legal Action and Venue**

SUBRECIPIENT agrees to notify the **ENTITY** when a problem arises that may lead to legal action or claim against the **SUBRECIPIENT**. The **SUBRECIPIENT** agrees to furnish to the **ENTITY** any information with respect to such action or claim. The **SUBRECIPIENT** agrees not to take any action with respect to any legal action or claim sought against the **SUBRECIPIENT** without the advice and consent of the **ENTITY**.

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Agreement shall lie exclusively in HIDALGO COUNTY.

SECTION XIII **Miscellaneous Provisions**

Conflict with Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

Initials _____

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

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

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

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

If to **ENTITY**:

COUNTY OF HIDALGO
Urban County Program
1916 Tesoro Blvd.
Pharr, TX 78577
Email: ucp@bizrgv.tx.com
Phone # (956) 787-8127
Fax # (956) 787-5291

If to **SUBRECIPIENT**:

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

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

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

Assignment. This Agreement shall not be assignable by **SUBRECIPIENT**. **ENTITY** may assign this Agreement without the consent of **SUBRECIPIENT**.

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

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

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

Initials _____

SECTION XVII
Effective Date

The effective date of this agreement shall be the 1st day of July 2008, such date being the date the HIDALGO COUNTY COMMISSIONERS' COURT approved entering into this Agreement with SUBRECIPIENT and shall terminate on the 30th day of May 2009.

Approved and signed this _____ day of _____, 200__.

Authorized Official

SUBRECIPIENT Name: _____
Address: _____
City/State/Zip: _____
Federal I.D. # or Soc. Sec. #: _____
DUNS #: _____

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

_____, personally appeared before me and declared that he/she signed this application in the capacity designated, if any, and further states that, he/she has read the above application, and the statements therein contained are true.

Subscribed and sworn to before me this _____ day of _____, 200__ .

(SEAL)

Notary - Signature

COUNTY OF HIDALGO – URBAN COUNTY PROGRAM

Witness:

Diana R. Serna, UCP Director

Initials _____

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the services that the agency / organization provide to the community.

Section II State the CDBG grant amount awarded and state the name of awarding City / Pct.
\$ _____ Awarded By: _____

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Section IV List the services that will be provided and how they will be performed as a result of CDBG funds.

Section V As a result of the CDBG award; describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

Section VI Describe the program beneficiaries, estimated number to be serviced, economic background and area of residency.

Section VII List all of the locations with physical address where the service(s) will be provided.

Initials _____

**Exhibit B-1
GRANT BUDGET**

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed two amendments to the grant budget for the term of the agreement.

TYPE OF EXPENDITURES	BUDGETED AMOUNT
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
TOTAL GRANT BUDGET:	\$

Initials _____

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

200__ - 200__ For the Months of...	<u>Estimated</u> Amount Of Expenditures	Type of Budgeted Expenditures
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
TOTALS:		

Initials _____

Exhibit C
SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. Schedule should not exceed Subrecipient contract time frame of eleven months from effective contract date.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

200__ - 200__ For the months of....	Number of <u>Unduplicated</u> Beneficiaries to be Served	Services Provided
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
Total:		

Initials _____

**Exhibit D
RECORDS & REPORTS**

REPORTS

A Monthly Activity Report (Exhibit D - Activity Report) must be submitted with each request for payment on or before the 15th of each month. Each activity report must include the following information:

- **Types of expenditures utilizing CDBG funds, type of service(s) provided and how the service met one of the HUD national objectives:**
 - Benefits Low and Moderate Income Persons
 - Provides Decent Affordable Housing
 - Creates Economic Opportunities
- **Number of persons assisted with New Access to service**
- **Number of persons assisted with Improved Access to service**
- **Number of low-mod beneficiaries served**
- **Ethnic Data**
- **Number of persons served living with a disability**
- **Number of female head of households served**
- **Income levels of persons or households with the categories of extremely low, low, moderate and non-low income.**
- **Type of Outcome:**
 - **Availability/Accessibility.** Description of how services were made available or accessible to low and moderate income people, including persons with disabilities.
 - **Affordability.** How grant funds made the service affordable to low and moderate income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.
 - **Sustainability: Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low and moderate income or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

Initials _____

- **Other significant information** (such as special events, fundraisers, awards, etc.)
 - Agency agrees to submit photos of the program activities prior to the end date of this Agreement.

RECORDS

All records pertaining to each fiscal year of CDBG funds must be retained, from the date of submission of the COUNTY's Consolidated Annual Performance and Evaluation Report (CAPER) in which the specific activity is reported for the last time, unless there is litigation, claims, audit, negotiation, or other actions involving the records, which has started before expiration of the 4-year period. In such cases, the records must be retained until completion of the action and resolution of all issues which arise from it or the end of the regular 4-year period, whichever is longer, except as provided below:

- Written agreements must be retained for four (4) years after the agreement terminates.
- If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.
- In the event more than one exception applies to a particular record, the largest retention period shall apply to such record.

(a) Beneficiary Files

Subrecipient must maintain individual beneficiary files serviced utilizing CDBG funds. Such files must contain the following:

- Membership/registration Application
- Original Program Application (UCP self certification form).

(b) Program Files

Subrecipient must maintain program files related to the Urban County Program CDBG award. Such files must contain the following:

- CDBG funding proposal letter to city and/or precinct.
- Urban County Program Subrecipient Questionnaire, exhibits and supporting documentation
- Subrecipient Agreement
- Correspondence to and from Urban County
- Expenditures
- If applicable, fixed assets inventory

(c) Financial Records

Subrecipient must maintain proper financial records.

(d) Program Income

Subrecipient must report program income earned, retained and expended to the Urban County Program that was generated by the use of the CDBG award.

Exhibit E
REQUEST FOR PAYMENTS

1. Subrecipient shall submit **monthly** reimbursement requests as approved on Exhibit B-2 Schedule of Payment **due on or before the 15th of each month.** Reimbursement requests received after the deadline will not be processed until the following week and reimbursement checks will be mailed two weeks after it was processed by the UCP Coordinator.
2. Subrecipient must submit required documentation as specified on the UCP Reimbursement Checklist for Subrecipients.
3. If request for reimbursements are submitted more than 30 calendar days LATE without notification to the Urban County, the reimbursements will be returned unpaid.
4. Urban County Program will return incorrect or deficient reimbursement requests to the subrecipient within 10 working days in order for corrections to be made.
5. Subrecipient must submitted corrections and/or pending documentation after notification by the Urban County Program no later than the 30th day of the month.
6. Should Subrecipient fail to comply with timely submittal of monthly reimbursement requests, the Urban County Program shall consider termination of the Subrecipient Agreement as per Section X "Suspension and Termination".
7. Subrecipient must submit a copy of the monthly reimbursement requests and reports to the respective City and/or Precinct providing CDBG funds. Failure to submit copies may require pre-approval of the City and/or Precinct prior to Urban County processing reimbursement requests.
8. All reimbursements requests and reports must be originals signed with blue ink.
9. Subrecipient must submit final reimbursement request to the Urban County Program within fifteen (15) days of the agreement end date.
10. As per Section IV of this Agreement, Urban County Program shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved.

Exhibit F
Applicable provisions as stated in Section VIII
OMB Circular A-110 (implemented at 24 CFR part 84)
Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations

- (1) Subpart A—"General";
- (2) Subpart B—"Pre-Award Requirements," except for §84.12, "Forms for Applying for Federal Assistance";
- (3) Subpart C—"Post-Award Requirements," except for:
 - (i) Section 84.22, "Payment Requirements." Grantees shall follow the standards of §§85.20(b)(7) and 85.21 in making payments to subrecipients;
 - (ii) Section 84.23, "Cost Sharing and Matching";
 - (iii) Section 84.24, "Program Income." In lieu of §84.24, CDBG subrecipients shall follow §570.504;
 - (iv) Section 84.25, "Revision of Budget and Program Plans";
 - (v) Section 84.32, "Real Property." In lieu of §84.32, CDBG subrecipients shall follow §570.505;
 - (vi) Section 84.34(g), "Equipment." In lieu of the disposition provisions of §84.34(g), the following applies:
 - (A) In all cases in which equipment is sold, the proceeds shall be program income (prorated to reflect the extent to which CDBG funds were used to acquire the equipment); and
 - (B) Equipment not needed by the subrecipient for CDBG activities shall be transferred to the recipient for the CDBG program or shall be retained after compensating the recipient;
 - (vii) Section 84.51 (b), (c), (d), (e), (f), (g), and (h), "Monitoring and Reporting Program Performance";
 - (viii) Section 84.52, "Financial Reporting";
 - (ix) Section 84.53(b), "Retention and access requirements for records." Section 84.53(b) applies with the following exceptions:
 - (A) The retention period referenced in §84.53(b) pertaining to individual CDBG activities shall be four years; and
 - (B) The retention period starts from the date of submission of the annual performance and evaluation report, as prescribed in 24 CFR 91.520, in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for the award;
 - (x) Section 84.61, "Termination." In lieu of the provisions of §84.61, CDBG subrecipients shall comply with §570.503(b)(7); and
- (4) Subpart D—"After-the-Award Requirements," except for §84.71, "Closeout Procedures."

Initials _____

Exhibit G
Applicable provisions as stated in Section VIII
24 CFR part 85

Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"

- (1) Section 85.3, "Definitions";
- (2) Section 85.6, "Exceptions";
- (3) Section 85.12, "Special grant or subgrant conditions for 'high-risk' grantees";
- (4) Section 85.20, "Standards for financial management systems," except paragraph (a);
- (5) Section 85.21, "Payment," except as modified by §570.513;
- (6) Section 85.22, "Allowable costs";
- (7) Section 85.26, "Non-federal audits";
- (8) Section 85.32, "Equipment," except in all cases in which the equipment is sold, the proceeds shall be program income;
- (9) Section 85.33, "Supplies";
- (10) Section 85.34, "Copyrights";
- (11) Section 85.35, "Subawards to debarred and suspended parties";
- (12) Section 85.36, "Procurement," except paragraph (a);
- (13) Section 85.37, "Subgrants";
- (14) Section 85.40, "Monitoring and reporting program performance," except paragraphs (b) through (d) and paragraph (f);
- (15) Section 85.41, "Financial reporting," except paragraphs (a), (b), and (e);
- (16) Section 85.42, "Retention and access requirements for records," except that the period shall be four years;
- (17) Section 85.43, "Enforcement";
- (18) Section 85.44, "Termination for convenience";
- (19) Section 85.51 "Later disallowances and adjustments" and
- (20) Section 85.52, "Collection of amounts due."

Initials _____

AI-10070

8.F.

**Boys & Girls Club of Pharr
CC REGULAR**

Date: 07/11/2008

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Submitted For: Urban County

Department: BUDGET & MANAGEMENT

Agenda Area: Urban County

Information

CAPTION

The Urban County Program requests approval of Subrecipient Agreement with the Boys & Girls Club of Pharr (Youth Services) in the amount of \$9,000.00 for Urban County Program Year 21 (2008).

BACKGROUND

All funding will be utilized for the reimbursement of salaries for a unit director providing direct services to the youth. (See the attached Exhibits)

Subrecipient: Boys & Girls Club of Pharr

Hidalgo County Precinct #2 \$9,000.00

Total Funding Amount: \$9,000.00

Fiscal Impact

FISCAL YEAR:

ACCT. #: Urban Co. funds

FUNDS AVAILABLE Y/N?: yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available from Year 21 (2008) Youth Services in the amount of \$9,000.00 as per 07/07/08.

Attachments

Link: [back-up](#)

Link: [Agreement](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/07/2008 01:50 PM	APRV
2	Veronica Lopez	Veronica Lopez	07/07/2008 02:07 PM	APRV
3	Auditor's Office		07/08/2008 10:12 AM	NEW

Form Started By: Angela Garcia
Started On: 07/07/2008 01:39 PM

Final Approval Date: 07/08/2008

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the services that the agency / organization provide to the community.

The Boys & Girls Club of Pharr will provide a Unit called the Lopezville Unit at North San Juan Elementary and provide prevention program to children from Kinder to 5th grade. We will provide a computer lab that will be used for the children of the Lopezville Unit to teach internet safety and other arts programs. We will provide the SMART Moves program, which is a drug, alcohol and tobacco prevention program to the children of the Lopezville Unit. We will provide the Street Smart program, which is our Gang prevention program to the children of the Lopezville Unit. We will provide a Crest Cavity Free Zone program to educate club members of the Lopezville Unit on dental hygiene.

Section II State the CDBG grant amount awarded and state the name of awarding City / Pct.
\$9,000.00 Awarded By: Pct. 2

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Salary for a Unit Director (for direct services to the youth)

Section IV List the services that will be provided and how they will be performed as a result of CDBG funds.

Drug Prevention Programs, Dental Hygiene Program, Gang Prevention Program, Arts Program, Computer Programs. As a result of the CDBG funds, we will be able to provide a Unit Director to implement these programs.

Section V As a result of the CDBG award; describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

A new portion of the drug prevention program will be added to club members of the Lopezville Unit.

Section VI Describe the program beneficiaries, estimated number to be serviced, economic background and area of residency.

Low income children ages 5-12 who live in rural areas and attend North San Juan Elementary. We estimate serving 150 youth.

Section VII List all of the locations with physical address where the service(s) will be provided.

Lopezville Unit-2900 N. Raul Longoria, San Juan, Texas 78589

Boys & Girls Club of Pharr-413 E. Clark, Pharr, Texas 78577

Initials _____

Exhibit B-1
GRANT BUDGET

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed two amendments to the grant budget for the term of the agreement.

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Salary for Unit Director (direct services)	\$9,000.00
	\$
	\$
	\$
	\$
	\$
	\$
	\$
TOTAL GRANT BUDGET:	\$9,000.00

Initials _____

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

2008__ - 2009__ For the Months of...	<u>Estimated</u> Amount Of Expenditures	Type of Budgeted Expenditures
July		
August	393.00	Salaries
September	1100.00	Salaries
October	1100.00	Salaries
November	928.00	Salaries
December	512.00	Salaries
January	864.00	Salaries
February	1151.00	Salaries
March	864.00	Salaries
April	1152.00	Salaries
May	936.00	Salaries
TOTALS:	\$9,000.00	

Initials _____

Exhibit C
SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. Schedule should not exceed Subrecipient contract time frame of eleven months from effective contract date.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

2008 - 2009 For the months of....	Number of <u>Unduplicated</u> Beneficiaries to be Serviced	Services Provided
July	0	
August	150	SMART Moves
September	150	SMART Moves
October	150	SMART Moves
November	150	Crest Cavity Free Zone
December	150	Crest Cavity Free Zone
January	150	Crest Cavity Free Zone
February	150	Street SMART
March	150	Street SMART
April	150	Technology Program
May	150	Technology Program
Total:	150	

Initials _____

STATE OF TEXAS }
 }
COUNTY OF HIDALGO }

SUBRECIPIENT AGREEMENT

This Agreement made and entered into on this the ____ day of _____, 200__, by and between the COUNTY OF HIDALGO, Urban County Program, a political subdivision of the State of Texas, hereinafter referred to as "ENTITY", and _____, hereinafter referred to as "SUBRECIPIENT".

WITNESSETH

WHEREAS, SUBRECIPIENT desires to carry out eligible activities as described in the attached Exhibit A "Statement of Work", of this Agreement, and permitted by Title I of the Housing and Community Development Act of 1992 (1992 Act) pursuant to the U. S. Department of Housing and Urban Development Community Development Block Grant Program Entitlement Grant Regulations and covered in 24 CFR 570.

WHEREAS, the ENTITY proposes to contract with SUBRECIPIENT in order that the eligible activities described in Exhibit A can be carried out for the benefit of residents in the ENTITY'S jurisdiction.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the ENTITY and the SUBRECIPIENT do mutually agree as follows:

SECTION I Rules and Regulations

The SUBRECIPIENT agrees to cooperate with the ENTITY in respect to the implementation of Community Development Block Grant (CDBG) activities to be carried out by SUBRECIPIENT pursuant to 24 CFR Part 570 and other rules, regulations and decisions as may be made by the U. S. Department of Housing and Urban Development (HUD) or any other federal or state agency that may legally exercise its jurisdiction over expenditures of CDBG program funds.

SECTION II Statement of Work

SUBRECIPIENT agrees to perform services as outlined in Exhibit A "Statement of Work" for and in consideration of payment in the amount of _____, and as delineated in Exhibit B-1 "Grant Budget" and B-2 "Payment Schedule".

SUBRECIPIENT agrees to notify ENTITY, in writing, prior to any changes in its Statement of Work, CDBG Grant Budget, Payment Schedule and Schedule of Activity. SUBRECIPIENT shall obtain approval, in writing, from ENTITY prior to commencing work on any changes made to the Statement of Work, CDBG Grant Budget, Payment Schedule and Schedule of Activity.

ENTITY shall not be liable for costs incurred or performances rendered by SUBRECIPIENT before commencement of this Agreement or after termination of this Agreement.

SUBRECIPIENT agrees to follow the schedule outlined in Exhibit C "Schedule of Activity" of this Agreement, and shall notify ENTITY, in writing, prior to any changes, delays or departures from the schedule. If SUBRECIPIENT demonstrates that delays or departure from the schedule is due to circumstances beyond its control, ENTITY and SUBRECIPIENT may amend such schedule of activity.

Initials _____

SECTION III Records and Reports

SUBRECIPIENT agrees to establish and maintain records and reports as outlined in Exhibit D "Records and Reports" and agrees to make those records and reports available to the **ENTITY**, HUD, and any other local, state or federal entity or authority that may exercise jurisdiction over CDBG funds. Exhibit D must be submitted on or before the 15th of every month.

SECTION IV Monitoring Visits

SUBRECIPIENT agrees that **ENTITY** shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved, if applicable, as per 24 CFR Part 85.40 (a) and 24 CFR Part 84.51(a). **SUBRECIPIENT** shall attend an orientation prior to the award of funds and prior to the first draw of funds. After each monitoring visit, **ENTITY** shall provide **SUBRECIPIENT** with a written report of the monitor's findings. If the monitoring reports note deficiencies in **SUBRECIPIENT**'s performance under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by **SUBRECIPIENT**. Failure by **SUBRECIPIENT** to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section X of this Agreement. In addition, **SUBRECIPIENT** shall give HUD, the Comptroller General of the United States, **ENTITY**, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by **SUBRECIPIENT** pertaining to this Agreement.

SECTION V Payment Requests and Program Income

SUBRECIPIENT agrees to follow administrative directions from the **ENTITY** regarding documenting and processing payment requests as defined in Exhibit E "Requests for Payments" of this Agreement.

SUBRECIPIENT shall submit final reimbursement request to **ENTITY** within fifteen (15) days of the Agreement end date.

SUBRECIPIENT and **ENTITY** agree that if applicable, program income generated from the use of CDBG funds shall be retained by the **SUBRECIPIENT**. If the activity is partially assisted with CDBG funds, the **SUBRECIPIENT** agrees to pro-rate the gross income to reflect the percent of CDBG funds assisted in the activity. The **SUBRECIPIENT** is to provide to the **ENTITY** by the third Wednesday of each month an accounting of program income through financial records outlined in Exhibit D. The **ENTITY** is then required to report all CDBG program income earned, retained, and expended. The **SUBRECIPIENT** shall be allowed to use program income for the same or similar activities as generated by program income. Failure of the **SUBRECIPIENT** to report program income as required shall cause the **ENTITY** to require all program income to be recovered by the **ENTITY**.

SUBRECIPIENT and **ENTITY** agree that all unused CDBG funds at the end or termination of this agreement will be reallocated or reprogrammed by **ENTITY**.

SECTION VI Religious Activities

The **SUBRECIPIENT** and **ENTITY** both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activity, nor shall any building or structure funded under this Agreement be used for sectarian or religious activities.

Initials _____

SECTION VII

Other Program Requirements

SUBRECIPIENT agrees to comply with "Other Program Requirements" as listed in 24 CFR §570.600 through 611 except for those environmental review requirements listed as 24 CFR §570.604 and initiation of review process under the provisions of 24 CFR Part 52.

<http://www.washingtonwatchdog.org/documents/cfr/title24/part570.html#570.600>

SECTION VIII

Uniform Administrative Requirements

Subrecipients, except subrecipients that are governmental entities, shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-profit Organizations", or OMB Circular No. A-21, "Cost Principles for Educational Institutions", as applicable, and OMB Circular A-133, "Audits of Institutions of Higher Education and Other Nonprofit Institutions" (as set forth in 24 CFR part 45). Audits shall be conducted annually. Such subrecipients shall also comply with the provisions of the Uniform Administrative requirements of OMB Circular A-110 (implemented at 24 CFR part 84, "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations") or the related CDBG provision, as specified in Exhibit F and any subsequent amendments thereto.

<http://www.whitehouse.gov/omb/circulars/a122/a122.html>

<http://www.whitehouse.gov/omb/circulars/a021/a021.html>

<http://www.whitehouse.gov/omb/circulars/a133/a133.html>

<http://www.whitehouse.gov/omb/circulars/a110/a110.html>

Recipients and subrecipients that are governmental entities (including public agencies) shall comply with the requirements and standards of OMB Circular No. A-87, "Cost Principles for State, Local, and Indian Tribal Governments"; OMB Circular A-133, "Audits of State and Local Governments" (implemented at 24 CFR part 44); and with sections of 24 CFR part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" or the related CDBG provision, as specified in Exhibit G and any subsequent amendments thereto.

<http://www.whitehouse.gov/omb/circulars/a087/a087-all.html>

<http://www.whitehouse.gov/omb/circulars/a133/a133.html>

SECTION IX

Audit Requirements

SUBRECIPIENT agrees to comply with the applicable requirements and standards as set forth in OMB Circular A-133, Audits of States, Local Governments and Non-Profit organizations.

SUBRECIPIENT agrees to furnish **ENTITY** a Financial Management letter covering the period of this Agreement that includes detailed receipts and disbursement of payments to **SUBRECIPIENT** hereunder. However, if **SUBRECIPIENT** expends Five Hundred Thousand Dollars (\$500,000) or more in federal funds, **SUBRECIPIENT** must, within nine (9) months from the end of the fiscal year, supply **ENTITY** with an audit of revenues and expenditures conducted by a certified public accountant. If the **SUBRECIPIENT** expends less than \$500,000.00 a year in federal awards, then they are exempt from the OMB Circular A-133 audit requirements for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the General Accounting Office. For the exempt **SUBRECIPIENT**, a 990 Tax Return (Return of Organization Exempt From Income Tax), and Financial Statements are required for the

Initials _____

most recent fiscal year ended. If applicable, SUBRECIPIENT agrees to cooperate with ENTITY relating to any inquiries regarding the audit and SUBRECIPIENT acknowledges that a Financial Audit shall be provided to ENTITY at the expense of the SUBRECIPIENT. Audit shall be available to ENTITY staff, and any and all applicable federal agencies, and be of unrestricted access, as listed in 24 CFR Part 85.42.

<http://www.washingtonwatchdog.org/documents/cfr/title24/part85.html>

SECTION X Suspension and Termination

SUBRECIPIENT understands that this Agreement may be suspended or terminated, in accordance with 24 CFR §85.43, if applicable, and 24 CFR §84.61, (web page link provided above) if the SUBRECIPIENT materially fails to comply with the provisions of this Agreement or the provisions so listed in Exhibits A through G.

If SUBRECIPIENT fails to fulfill in a timely and proper manner its obligations under this Agreement, or SUBRECIPIENT violates any of the Agreements or stipulations of this Agreement, then the ENTITY shall provide SUBRECIPIENT written notification of such non-performance. Such non-performance, *i.e., timely submittal of monthly reports*, may be the basis for immediate termination of this Agreement. Should any breach of contract (Agreement) relate to a violation of federal law or regulation that results in HUD demanding reimbursement from the ENTITY OR SUBRECIPIENT or its successor, the ENTITY will terminate Agreement and seek reimbursement of all funds from SUBRECIPIENT. SUBRECIPIENT shall not be relieved of the liability to the ENTITY for damages sustained by the ENTITY by virtue of any breach of this contract (Agreement) by SUBRECIPIENT and ENTITY may withhold any payments to SUBRECIPIENT for violations of federal regulations. Should the ENTITY become aware of any activity by SUBRECIPIENT, which would jeopardize the ENTITY'S position with the U. S. Department of Housing and Urban Development (HUD) or which would cause a payback of federal funds, then the ENTITY may take appropriate action including injunctive relief against SUBRECIPIENT to prevent the transaction as aforesaid. The failure of the ENTITY to exercise any right shall in no way constitute a waiver by the ENTITY to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

It is expressly agreed that this Agreement may not be amended except upon the joint action of both the ENTITY and _____.

SECTION XI Assets

SUBRECIPIENT shall not purchase any asset unless so permitted by the ENTITY and such procurement shall be done in the form and manner so prescribed by the ENTITY.

Any asset acquired or improved in part or in whole with CDBG funds in excess of \$25,000 must be used in an activity that meets one of the national objectives listed in 24 CFR §570.208 for a period of five (5) years after the expiration of this Agreement or a longer period if so determined by the ENTITY.

The disposition of any asset improved or acquired in part or in whole with CDBG funds by the SUBRECIPIENT must be done with prior written approval of the ENTITY and the ENTITY shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The ENTITY may, at its option, request that such asset be transferred to ENTITY if the asset is no longer being used to meet one of the national objectives or in any case where the SUBRECIPIENT no longer provides services shown on Exhibit A.

SECTION XII Indemnity Clause

SUBRECIPIENT agrees to hold ENTITY harmless from, and indemnify ENTITY from and defend ENTITY against any and all claims brought against ENTITY by employees or officers of SUBRECIPIENT or brought by any third person arising in any manner directly or indirectly from SUBRECIPIENT programs, activities or events conducted pursuant to this Agreement.

Initials _____

SUBRECIPIENT shall acquire, maintain and furnish to **ENTITY** a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under the contract agreement with limits of not less than \$300,000.00 per occurrence, \$300,000.00 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement. This requirement shall be to meet **SUBRECIPIENT'S** duty of indemnification under this paragraph.

SECTION XIII **Procurement**

SUBRECIPIENT agrees to follow the rules of the **ENTITY** on the procurement of services, supplies or non-real property in relation to **ENTITY**-funded projects. The legal standards that will apply include the Procurement Standards of the HIDALGO COUNTY Urban County Program which includes 24 CFR Part 85.36, and the TEXAS COUNTY PURCHASING ACT. In such case as **SUBRECIPIENT** has developed procurement standards governing its operation, such standards shall be reviewed by **ENTITY** to ensure compliance with the standards implemented by **ENTITY**.

SECTION XIV **Conflict of Interest**

SUBRECIPIENT covenants that neither members of its organization or staff members who exercise influence on the decision-making process presently has or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed in Exhibit A, 24 CFR Part 570.611, 24 CFR Part 84.40-48, and 24 CFR Part 85.36.

SUBRECIPIENT agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **SUBRECIPIENT's** organization or the **ENTITY's** organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in Exhibit A during their tenure or for a period of one year thereafter.

SUBRECIPIENT is responsible for repayment of funds associated with any conflict of interest that may occur either knowingly or unknowingly.

No **ENTITY** employee, elected official, consultant and/or agent shall solicit nor accept gratuities, favors, or anything of monetary value from any person, corporation, company, or association that has been hired or expects to be hired to perform any of the activities so described on Exhibit A.

SECTION XII **Legal Action and Venue**

SUBRECIPIENT agrees to notify the **ENTITY** when a problem arises that may lead to legal action or claim against the **SUBRECIPIENT**. The **SUBRECIPIENT** agrees to furnish to the **ENTITY** any information with respect to such action or claim. The **SUBRECIPIENT** agrees not to take any action with respect to any legal action or claim sought against the **SUBRECIPIENT** without the advice and consent of the **ENTITY**.

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Agreement shall lie exclusively in HIDALGO COUNTY.

SECTION XIII **Miscellaneous Provisions**

Conflict with Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

Initials _____

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

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

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

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

If to **ENTITY**:

COUNTY OF HIDALGO
Urban County Program
1916 Tesoro Blvd.
Pharr, TX 78577
Email: ucp@bizrgv.tx.com
Phone # (956) 787-8127
Fax # (956) 787-5291

If to **SUBRECIPIENT**:

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

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

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

Assignment. This Agreement shall not be assignable by **SUBRECIPIENT**. **ENTITY** may assign this Agreement without the consent of **SUBRECIPIENT**.

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

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

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

Initials _____

SECTION XVII
Effective Date

The effective date of this agreement shall be the 1st day of July 2008, such date being the date the HIDALGO COUNTY COMMISSIONERS' COURT approved entering into this Agreement with SUBRECIPIENT and shall terminate on the 30th day of May 2009.

Approved and signed this _____ day of _____, 200__.

Authorized Official

SUBRECIPIENT Name: _____
Address: _____
City/State/Zip: _____
Federal I.D. # or Soc. Sec. #: _____
DUNS #: _____

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

_____, personally appeared before me and declared that he/she signed this application in the capacity designated, if any, and further states that, he/she has read the above application, and the statements therein contained are true.

Subscribed and sworn to before me this _____ day of _____, 200__ .

(SEAL)

Notary - Signature

COUNTY OF HIDALGO - URBAN COUNTY PROGRAM

Witness: _____

Diana R. Serna, UCP Director

Initials _____

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the services that the agency / organization provide to the community.

Section II State the CDBG grant amount awarded and state the name of awarding City / Pct.
\$ _____ Awarded By: _____

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Section IV List the services that will be provided and how they will be performed as a result of CDBG funds.

Section V As a result of the CDBG award; describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

Section VI Describe the program beneficiaries, estimated number to be serviced, economic background and area of residency.

Section VII List all of the locations with physical address where the service(s) will be provided.

Initials _____

**Exhibit B-1
GRANT BUDGET**

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed two amendments to the grant budget for the term of the agreement.

TYPE OF EXPENDITURES	BUDGETED AMOUNT
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
TOTAL GRANT BUDGET:	\$

Initials _____

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

200__ - 200__ For the Months of...	<u>Estimated</u> Amount Of Expenditures	Type of Budgeted Expenditures
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
TOTALS:		

Initials _____

Exhibit C
SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. Schedule should not exceed Subrecipient contract time frame of eleven months from effective contract date.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval prior to the proceeding month of the change. Subrecipient will be allowed up to two amendments for the term of the agreement.

200__ - 200__ For the months of....	Number of <u>Unduplicated</u> Beneficiaries to be Served	Services Provided
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
Total:		

Initials _____

**Exhibit D
RECORDS & REPORTS**

REPORTS

A Monthly Activity Report (Exhibit D - Activity Report) must be submitted with each request for payment on or before the 15th of each month. Each activity report must include the following information:

- **Types of expenditures utilizing CDBG funds, type of service(s) provided and how the service met one of the HUD national objectives:**
 - Benefits Low and Moderate Income Persons
 - Provides Decent Affordable Housing
 - Creates Economic Opportunities
- **Number of persons assisted with New Access to service**
- **Number of persons assisted with Improved Access to service**
- **Number of low-mod beneficiaries served**
- **Ethnic Data**
- **Number of persons served living with a disability**
- **Number of female head of households served**
- **Income levels of persons or households with the categories of extremely low, low, moderate and non-low income.**
- **Type of Outcome:**
 - **Availability/Accessibility.** Description of how services were made available or accessible to low and moderate income people, including persons with disabilities.
 - **Affordability.** How grant funds made the service affordable to low and moderate income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.
 - **Sustainability: Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low and moderate income or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

Initials _____

- **Other significant information** (such as special events, fundraisers, awards, etc.)
 - Agency agrees to submit photos of the program activities prior to the end date of this Agreement.

RECORDS

All records pertaining to each fiscal year of CDBG funds must be retained, from the date of submission of the COUNTY's Consolidated Annual Performance and Evaluation Report (CAPER) in which the specific activity is reported for the last time, unless there is litigation, claims, audit, negotiation, or other actions involving the records, which has started before expiration of the 4-year period. In such cases, the records must be retained until completion of the action and resolution of all issues which arise from it or the end of the regular 4-year period, whichever is longer, except as provided below:

- Written agreements must be retained for four (4) years after the agreement terminates.
- If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.
- In the event more than one exception applies to a particular record, the largest retention period shall apply to such record.

(a) Beneficiary Files

Subrecipient must maintain individual beneficiary files serviced utilizing CDBG funds. Such files must contain the following:

- Membership/registration Application
- Original Program Application (UCP self certification form).

(b) Program Files

Subrecipient must maintain program files related to the Urban County Program CDBG award. Such files must contain the following:

- CDBG funding proposal letter to city and/or precinct.
- Urban County Program Subrecipient Questionnaire, exhibits and supporting documentation
- Subrecipient Agreement
- Correspondence to and from Urban County
- Expenditures
- If applicable, fixed assets inventory

(c) Financial Records

Subrecipient must maintain proper financial records.

(d) Program Income

Subrecipient must report program income earned, retained and expended to the Urban County Program that was generated by the use of the CDBG award.

Exhibit E
REQUEST FOR PAYMENTS

1. Subrecipient shall submit **monthly** reimbursement requests as approved on Exhibit B-2 Schedule of Payment **due on or before the 15th of each month.** Reimbursement requests received after the deadline will not be processed until the following week and reimbursement checks will be mailed two weeks after it was processed by the UCP Coordinator.
2. Subrecipient must submit required documentation as specified on the UCP Reimbursement Checklist for Subrecipients.
3. If request for reimbursements are submitted more than 30 calendar days LATE without notification to the Urban County, the reimbursements will be returned unpaid.
4. Urban County Program will return incorrect or deficient reimbursement requests to the subrecipient within 10 working days in order for corrections to be made.
5. Subrecipient must submitted corrections and/or pending documentation after notification by the Urban County Program no later than the 30th day of the month.
6. Should Subrecipient fail to comply with timely submittal of monthly reimbursement requests, the Urban County Program shall consider termination of the Subrecipient Agreement as per Section X "Suspension and Termination".
7. Subrecipient must submit a copy of the monthly reimbursement requests and reports to the respective City and/or Precinct providing CDBG funds. Failure to submit copies may require pre-approval of the City and/or Precinct prior to Urban County processing reimbursement requests.
8. All reimbursements requests and reports must be originals signed with blue ink.
9. Subrecipient must submit final reimbursement request to the Urban County Program within fifteen (15) days of the agreement end date.
10. As per Section IV of this Agreement, Urban County Program shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved.

Exhibit F
Applicable provisions as stated in Section VIII
OMB Circular A-110 (implemented at 24 CFR part 84)
Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations

- (1) Subpart A—"General";
- (2) Subpart B—"Pre-Award Requirements," except for §84.12, "Forms for Applying for Federal Assistance";
- (3) Subpart C—"Post-Award Requirements," except for:
 - (i) Section 84.22, "Payment Requirements." Grantees shall follow the standards of §§85.20(b)(7) and 85.21 in making payments to subrecipients;
 - (ii) Section 84.23, "Cost Sharing and Matching";
 - (iii) Section 84.24, "Program Income." In lieu of §84.24, CDBG subrecipients shall follow §570.504;
 - (iv) Section 84.25, "Revision of Budget and Program Plans";
 - (v) Section 84.32, "Real Property." In lieu of §84.32, CDBG subrecipients shall follow §570.505;
 - (vi) Section 84.34(g), "Equipment." In lieu of the disposition provisions of §84.34(g), the following applies:
 - (A) In all cases in which equipment is sold, the proceeds shall be program income (prorated to reflect the extent to which CDBG funds were used to acquire the equipment); and
 - (B) Equipment not needed by the subrecipient for CDBG activities shall be transferred to the recipient for the CDBG program or shall be retained after compensating the recipient;
 - (vii) Section 84.51 (b), (c), (d), (e), (f), (g), and (h), "Monitoring and Reporting Program Performance";
 - (viii) Section 84.52, "Financial Reporting";
 - (ix) Section 84.53(b), "Retention and access requirements for records." Section 84.53(b) applies with the following exceptions:
 - (A) The retention period referenced in §84.53(b) pertaining to individual CDBG activities shall be four years; and
 - (B) The retention period starts from the date of submission of the annual performance and evaluation report, as prescribed in 24 CFR 91.520, in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for the award;
 - (x) Section 84.61, "Termination." In lieu of the provisions of §84.61, CDBG subrecipients shall comply with §570.503(b)(7); and
- (4) Subpart D—"After-the-Award Requirements," except for §84.71, "Closeout Procedures."

Initials _____

Exhibit G
Applicable provisions as stated in Section VIII
24 CFR part 85

Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"

- (1) Section 85.3, "Definitions";
- (2) Section 85.6, "Exceptions";
- (3) Section 85.12, "Special grant or subgrant conditions for 'high-risk' grantees";
- (4) Section 85.20, "Standards for financial management systems," except paragraph (a);
- (5) Section 85.21, "Payment," except as modified by §570.513;
- (6) Section 85.22, "Allowable costs";
- (7) Section 85.26, "Non-federal audits";
- (8) Section 85.32, "Equipment," except in all cases in which the equipment is sold, the proceeds shall be program income;
- (9) Section 85.33, "Supplies";
- (10) Section 85.34, "Copyrights";
- (11) Section 85.35, "Subawards to debarred and suspended parties";
- (12) Section 85.36, "Procurement," except paragraph (a);
- (13) Section 85.37, "Subgrants";
- (14) Section 85.40, "Monitoring and reporting program performance," except paragraphs (b) through (d) and paragraph (f);
- (15) Section 85.41, "Financial reporting," except paragraphs (a), (b), and (e);
- (16) Section 85.42, "Retention and access requirements for records," except that the period shall be four years;
- (17) Section 85.43, "Enforcement";
- (18) Section 85.44, "Termination for convenience";
- (19) Section 85.51 "Later disallowances and adjustments" and
- (20) Section 85.52, "Collection of amounts due."

Initials _____

AI-10080

9.A.

**Membership Dues
CC REGULAR**

Date: 07/11/2008
Submitted By: Sandra De Leon, COUNTY JUDGE
Submitted For: Sofia Hernandez
Department: COUNTY JUDGE
Agenda Area: County Judge's Office

Information

CAPTION

1. Consideration and Authorization to join the International Council of Shopping Centers (ICSC)
2. Authorization to pay membership dues in the amount of \$100.00

BACKGROUND

Fiscal Impact

Attachments

Link: [membership form](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/08/2008 07:43 AM	APRV
2	Erika Reyna		07/08/2008 10:12 AM	NEW
Form Started By: Sandra De Leon			Started On: 07/07/2008 05:25 PM	
Final Approval Date: 07/08/2008				

ICSC MEMBERSHIP INFORMATION

Complete your membership application online at: www.icsc.org

REGULAR MEMBERSHIP

\$800 (U.S.) PER YEAR

Dues must accompany application. If your company is already a member, please go to instructions for Affiliate Membership.

You are eligible for Regular Membership if your company is engaged in the development, ownership or management of shopping centers, is engaged in business as a merchant located in a shopping center or is engaged in business as a lending institution which

provides equity, interim or permanent financing of shopping centers from its own funds. Each Regular Member company designates one person to act as its Official Member. Only Regular Members have voting privileges or may hold office in ICSC.

ASSOCIATE MEMBERSHIP

\$800 (U.S.) PER YEAR

Dues must accompany application. If your company is already a member, please go to instructions for Affiliate Membership.

You are eligible for Associate Membership if your company is engaged in a trade, profession, or industry allied to the shopping center field (i.e., leasing agents, lawyers, mortgage brokers, architects, contractors,

suppliers, promotion, advertising and public relations agencies, and merchant's associations located in shopping centers). Each Associate Member company designates the person to act as its Official Member.

AFFILIATE MEMBERSHIP

\$100 (U.S.) PER YEAR

Dues must accompany application.

You are eligible for Affiliate Membership if you are employed by a Regular or Associate Member, or are an officer of a merchant association located in a shopping center of a Regular Member. You must be directly

associated with a member firm and your company title must be consistent with that of your Regular or Associate Member. You cannot become eligible through a subsidiary or commonly owned company.

PUBLIC/ACADEMIC MEMBERSHIP

\$100 (U.S.) PER YEAR

Dues must accompany application.

This category of membership is open to any government entity and any appointed or elected public official at the city, state or national level. Also eligible are educators with an accredited college, university or educational

institution, or any such institution.

For Public Members, please provide a business card or letterhead with the city/government seal.

PUBLIC/ACADEMIC AFFILIATE MEMBERSHIP

\$50 (U.S.) PER YEAR

Dues must accompany application.

You are eligible for Public/Academic Affiliate Membership if you are employed by a Public/Academic Member. You must be directly associated with a member firm and your title must be consistent with that of your

Public/Academic Member.

For Public Members, please provide a business card or letterhead with the city/government seal.

A portion of annual dues (\$35.00) is applied as a subscription to *Shopping Centers Today*.

Please note: Applications received and approved will be included in the online membership directory within 48 hours of approval. All members of ICSC, in good standing as of August 31 each year, are listed in the printed membership directory for the following year.

BECOME AN ICSC MEMBER TODAY!

(Please print)

Ms. Mrs. Mr.	First Name	M.I.	Last Name
Title		Company	
Business Mailing Address			
City	State/Province	Country	Zip/Postal Code
Business Telephone	Fax Number	Email	

I AM APPLYING FOR (Check only one – FOR MEMBERSHIP DESCRIPTIONS, SEE REVERSE SIDE):

☐ Regular Membership \$800	Your company's specific business category (check the ONE that is your company's PRIMARY business function)
	☐ Lending/Financial Institution ☐ Shopping Center Management Company ☐ Shopping Center Owner/Developer ☐ Retail
☐ Associate Membership \$800	Your company's specific business category (check the ONE that is your company's PRIMARY business function)
	☐ Accounting/Financial ☐ Architecture/Design ☐ Construction/Contractor ☐ Executive Search ☐ Insurance ☐ Law Firm ☐ Leasing Broker ☐ Marketing/Advertising/Public Relations ☐ Mortgage Broker ☐ Product Supplier ☐ Real Estate Consulting ☐ Other _____
☒ Public Membership \$100	See Instructions on reverse.
☐ Academic Membership \$100	See Instructions on reverse.

FOR INDIVIDUALS WHOSE COMPANIES ARE ALREADY MEMBERS:

☐ Affiliate Membership \$100	(Only if your company is already a member) See Instructions on reverse.
☐ Public/Academic Affiliate Membership \$50	(Only if your company is already a member) See Instructions on reverse.

What is Your Primary Job Responsibility? (Check one)

☐ Academic	☐ Insurance/Risk Management	☐ Public/Municipal Government
☐ Admin/Executive Assistant	☐ Leasing/Real Estate	☐ Research
☐ Architecture/Design	☐ Legal	☐ Security
☐ Construction	☐ Maintenance	☐ Other _____
☐ Development	☐ Marketing/Advertising/ Public Relations	
☐ EDP/MIS	☐ Operations/Management	
☐ Finance/Accounting		

Title Category (Check one)

☐ Owner/Partner/CEO/ Chairman/President	☐ Executive/Senior VP	☐ Attorney
☐ Controller	☐ Director	☐ Leasing Agent/Real Estate Broker
☐ Marketing Associate	☐ Vice President	☐ Other _____
	☐ Manager	

Have you ever been a member of ICSC? ☐ Yes ☒ No

Has your company ever been a member of ICSC? ☐ Yes ☒ No

How many years have you been in the industry? _____

I hereby apply for membership in ICSC. If elected, I will abide by the Council's Articles of Incorporation and By-Laws, support its objectives and pay the dues established by the Board of Trustees for my class of membership. **If applying for Affiliate Membership, I attest that I am a salaried employee of the official member company and not a franchisee of that company.**

ICSC requires a photo for membership and access to many events. Details on how to submit a photo will be sent after your membership application is processed. I authorize ICSC to send me announcements via mail, fax, email, phone or otherwise about ICSC programs and services that may be of interest to me or my colleagues.

Signature of Applicant _____ Date _____

Membership dues MUST accompany application.

☐ CHECK ENCLOSED Mail application and check to: ICSC, P.O. Box 26958, New York, NY 10087-6958

CHARGE MY ☐ MasterCard ☐ VISA ☐ American Express ☐ Discover TYPE OF CARD ☐ Corporate ☐ Personal **TOTAL** _____

Name (As it appears on card) _____ Signature of Cardholder _____

Account Number _____ Expiration Date _____

Fax completed application to (732) 694-1800
Save time – apply online at www.icsc.org

FOR ICSC USE ONLY: Individual ID _____
Company ID _____

AI-10013

10.A.

Request to rename road as per residents petition.

CC REGULAR

Date: 07/11/2008

Submitted By: Janie Alejos, COMM. PCT. #4

Submitted For: Janie Alejos

Department: COMM. PCT. #4

Agenda Area: Precinct #4

Information

CAPTION

Request Authorization To Rename The Following Road Within Hidalgo County Pct. #4:

From: Mike Cruz Drive To: Concepcion Road

(This Road Is Located East Of Hoehn Drive, Btw Fm 1925 & Rogers Rd)

BACKGROUND

Petition

Locator Map

911 Approval

Edinburg Fire Marshal's Office Approval

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No Budgetary Impact

Attachments

Link: [Backup petition map](#)
[911approval](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/02/2008 01:34 PM	APRV
2	Manuel Chapa	Manuel Chapa	07/03/2008 09:06 AM	APRV
3	Auditor's Office		07/08/2008 10:12 AM	NEW
Form Started By: Janie Alejos			Started On: 07/02/2008 12:07 PM	
Final Approval Date: 07/08/2008				

June 20, 2008

Hidalgo County Precinct 4
Edinburg, Texas 78541

Dear Commissioner Garza,

We the following residents of Mike Cruz Rd are requesting to change the street name to:
Concepción drive

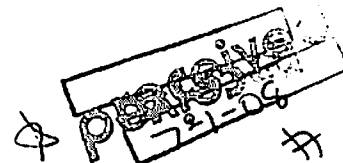
As per the Fire Marshall's Office, 06.20.08, the name "Concepción" has been approved.

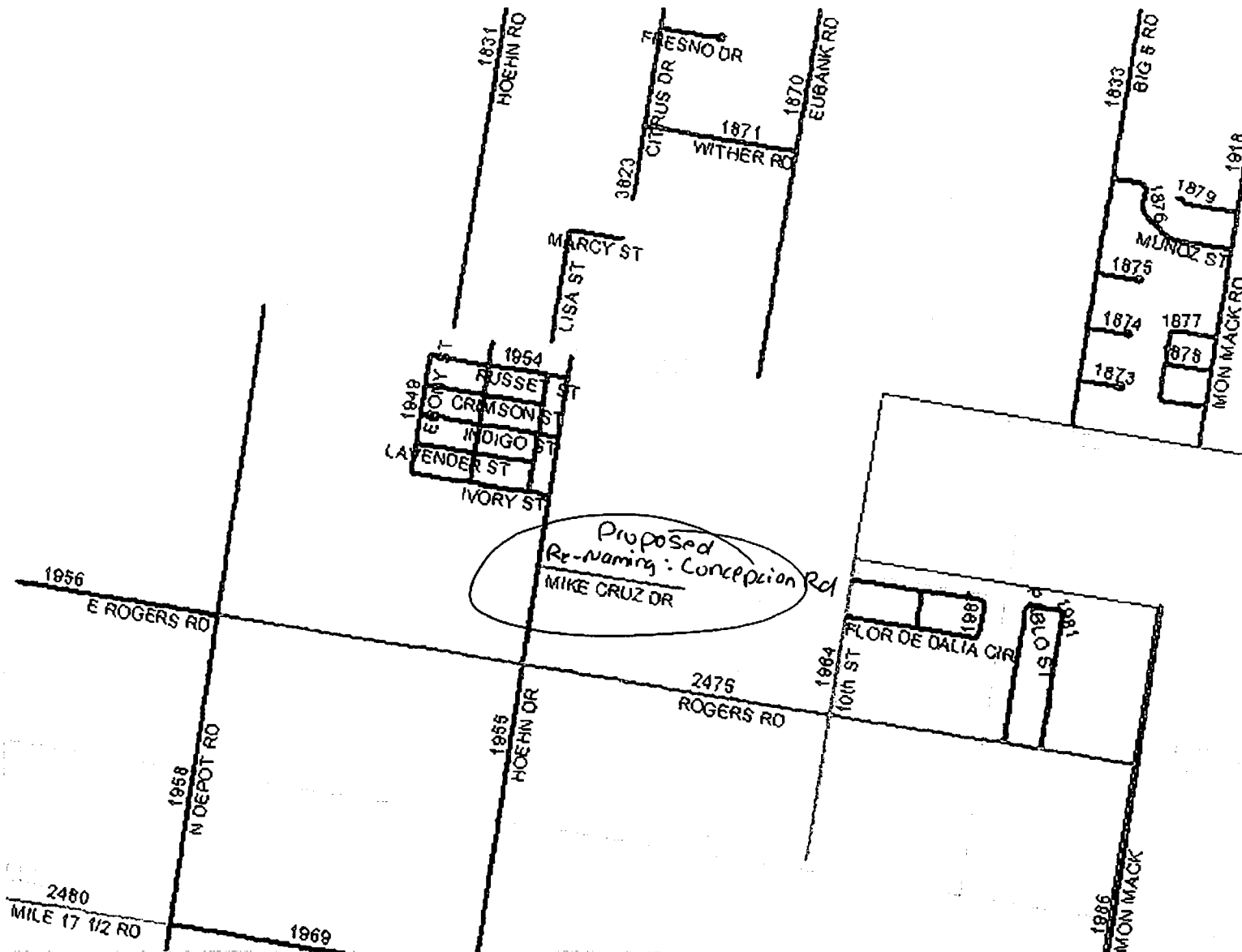
Maria Zapata
Jesus Zapata
Imelda Zapata
Juan Salinas
Rebecca Castellano
Ricardo & Patricia Castellano

Maria Zapata
Jesus Zapata
Imelda Zapata
Juan Salinas
Rebecca Castellano
Ricardo & Patricia Castellano

Our other choices were: Jose M., and "R"

Thank you for your kind attention to this matter.





roads_061 (SURI)

<Null>

ALWR

BTUM

NATL

✓ roads_060 (SURI)

ALWR

BTUM

NATL

✓ roads_06 (SURF_

ALWR

BTUM

NATL

✓ 109urban_83_42

✓ 2006CITYLIMITS :

☐ ABRAM

☐ ALAMO

☐ ALTON

☐ DONNA

☐ EDCOUCH

☐ EDINBURG

☐ ELSA

☐ GRANJENO

☐ HIDALGO



Lower Rio Grande Valley Development Council

Hon. Norma G. Garcia, Member-at-Large President
 Arturo Ramirez, Grassroots Organizations 1st Vice-President
 Commissioner John Ingram, McAllen 2nd Vice-President
 Mayor Chris Boswell, Harlingen Secretary
 Mayor Pro-Tem Alvin Samano, Member-at-Large Treasurer
 Commissioner Sylvia Handy, Hidalgo County Immediate Past President

BOARD MEMBERS

Edna Tamayo
Commissioner, Cameron County

Emilio Vera, Jr.
Judge, Willacy County

Victor Perez
Commissioner, Alamo

Carlos A. Cisneros
Mayor Pro-Tem, Brownsville

Ricardo L. Morales
Mayor, Donna

Gus Garcia
Council Member, Edinburg

Steve Brewer
Mayor, La Feria

Joel Quintanilla
Mayor, Mercedes

Norberto "Beto" Salinas
Mayor, Mission

Leo "Polo" Palacios, Jr.
Mayor, Pharr

Orlando Correa
Mayor, Raymondville

Joe Hernandez
Mayor, San Benito

Eddie Rodriguez
Mayor Pro-Tem, San Juan

Buddy De La Rosa
Mayor, Westaco

Dr. J. Gilbert Leal
President, TSTC, Harlingen

Manuel Rivera
PSJA I.S.D.

Gale Armstrong
El Jardin Water Supply

Michael G. Wilson
Willacy Navigation District

Don Medina
Member-At-Large

9-1-1 DEPT

FAX TRANSMISSION

To: Janie Alejos From: Mr. Juan Gomez/911 Dept.

Fax: (956) 381-5905 Pages: 1 INCLUDING COVER

Phone: (956) 383-3112 Date: June 24, 2008

Re: CONCEPCION ROAD CC:

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply

Ms Alejos,

After researching the usage of Concepcion Road in the Edinburg area; **APPROVAL** has been granted for the following street name:

"CONCEPCION RD"

If you have any questions, please call me at (956) 682-3481 ext 118

Thank you,
Juan Gomez

EXECUTIVE DIRECTOR
Kenneth N. Jones Jr.



Edinburg Fire Marshal's Office

210 West McIntyre
Edinburg, Texas 78539
Office: (956) 383-5661 • Fax: (956) 289-1853

FAX TRANSMISSION SHEET

TO:	Hidalgo County Precinct #4	FROM:	Karina Lozano
FAX:	(956) 381-5905	DATE:	June 20, 2008
PHONE:	(956) 383-3112	PAGES: (Including Cover Page)	1
RE:	Street Names: East of Hoehn Dr. between FM 1925 & Rogers Rd.	ENGINEER:	

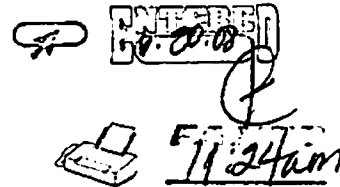
☐ URGENT ☐ FOR REVIEW ☐ PLEASE REPLY ☒ PER YOUR REQUEST

COMMENTS:

The following street name was **APPROVED** for the above mentioned location.

1. Concepcion Road

Thank you.



If this fax has been misdirected or not received in full please contact the Fire Marshal's Office.

Confidentiality Notice: This facsimile transmission and/or the documents accompanying it may contain confidential information belonging to the sender. The information is intended for the use of only the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this information is strictly prohibited. If you have received this information in error, please notify us immediately by collect telephone call to arrange for the return of the documents.

AI-10060

11.A.5.

**Cabling-Installation-Time-Materials-Other Services
CC REGULAR**

Date: 07/11/2008
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department

Information

CAPTION

A. Pursuant to directive at the Commissioners Court meeting of June 17, 2008, presentation for discussion, consideration and action to reject the sole proposal/response (in order to attempt to encourage more participation) received on June 4, 2008, for RFP NO: 2008-018-06-04-VYG-Cabling-Installation-Time-Materials-Other Services and;

B. Requesting authority to re-advertise with approval of RFP packet i.e. specifications, requirments, terms and conditions and draft contract document (approved as to form by legal counsel) for: RFP-Cabling-Installation-Time-Materials-Other Services.

BACKGROUND

Agenda action was rescinded by CC on June 17, 2008. Requesting to re-advertise in order to receive more participation.

Fiscal Impact

FISCAL YEAR: 2008 ACCT. #: 81100-415-00-200-002-0-431
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available balance of \$20,808.19 as of 07/07/08.

Attachments

Link: [Exhibit A
Requirements](#)
Link: [Exhibit "B" Evaluation](#)
Link: [Additional Scope Of
Services](#)
Link: [Draft Contract
Document](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/07/2008 12:05 PM	APRV
2	Budget & Management	Veronica Lopez	07/07/2008 12:59 PM	APRV

3	Veronica Lopez	Veronica Lopez 07/07/2008 01:25 PM	APRV
4	Auditor's Office	07/08/2008 10:12 AM	NEW
Form Started By: Vangie Garcia		Started On: 07/07/2008 10:53 AM	
Final Approval Date: 07/08/2008			

EXHIBIT B

EVALUATION CRITERIA

REQUEST FOR PROPOSAL

“CABLING-INSTALLATION-TIME-MATERIALS-OTHER SERVICES”

SELECTION/EVALUATION/RANKING CRITERIA

The evaluation consists of a 100-point scoring system based on the "Evaluation Criteria"-Exhibit B. The participants will be ranked after evaluation by Hidalgo County Commissioners Court. Categories under the 100-point system include response to RFP. RFP submittal evaluation be based on the criteria outlined below.

- (A) The Hidalgo County Commissioners and/or an Evaluation Committee (selected and/or designated by Hidalgo County Commissioners) will review, score and evaluate the RFPs received in response to this "Request For Proposals".
- (B) After the RFPs have been reviewed, scored and evaluated, the committee will present the grid to the Hidalgo County Commissioners Court for the purposes of ranking.

Proposals will be graded on a 100-point system with emphasis on ability to service "Cabling-Installation-Time-Materials-Other Services" for Hidalgo County.

1. **ELECTRICAL and TELE-DATA COMMUNICATIONS CONTRACTOR(s):** (20 Points)
The "Electrical and Tele-data Communications Contractor(s)" should provide information related to its Qualifications. Must provide copy of certificates, licenses, permits, etc., as required and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the "Services" as required. A list of, and scope of, similar projects for comparative purposes shall be included in response.
2. **UNDERSTANDING THE SERVICES/METHODOLOGY:** (20 Points)
The "Electrical and Tele-data Communications Contractor(s)" must state, the approach and/or methodology, in achieving and rendering all services detailed and required as an "Electrical and Tele-data Communications Contractor(s)" in the "Request For Proposal".
3. **COST FEES AND WARRANTY:** (30 Points)
Provide fees for services and warranty as detailed on requirements. Cost fee proposal should include any/all cost of permits, fees, warranty, etc.
4. **ABILITY TO COMMIT TO ALL REQUIRED "SERVICES"** (30 Points)
The "Electrical and Tele-data Communications Contractor(s)" should provide as much background information as to its experiences in providing similar services, shall secure and pay for the building permit and for all required permits, governmental fees, licenses, and inspections necessary for the proper execution and completion of the work and any additional service as described and detailed in specifications and requirements.

HIDALGO COUNTY-RFP EVALUATION FORM

“CABLING-INSTALLATION-TIME-MATERIALS-OTHER SERVICES”**Selection Criteria****Points****Score****1. ELECTRICAL and TELE-DATA COMMUNICATIONS CONTRACTOR(s):**

The “Electrical and Tele-data Communications Contractor(s) should provide information related to its Qualifications. Must provide copy of certificates, licenses, permits, etc., as required and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the “Services” as required. A list of, and scope of, similar projects for comparative purposes shall be included in response.

20 Points

Comments/Rationale For Points: _____

2. UNDERSTANDING THE SERVICES/METHODOLOGY:

The “Electrical and Tele-data Communications Contractor(s)” must state, the approach and/or methodology, in achieving and rendering all services detailed and required as an “Electrical and Tele-data Communications Contractor(s)” in the “Request For Proposal”.

20 Points

Comments/Rationale For Points: _____

3. COST FEES AND WARRANTY:

Provide fees for services and warranty as detailed on requirements. Cost fee proposal should include any/all cost of permits, fees, warranty, etc.

30 Points

Comments/Rationale For Points: _____

4. ABILITY TO COMMIT TO ALL REQUIRED “SERVICES”

The “Electrical and Tele-data Communications Contractor(s)” should provide as much background information as to it’s experiences in providing similar services, shall secure and pay for the building permit and for all required permits, governmental fees, licenses, and inspections necessary for the proper execution and completion of the work and any additional service as described and detailed in specifications and requirements.

30 Points

Comments/Rationale For Points: _____

Total Score

Provider: _____

Evaluator: _____ Date: _____

EXHIBIT “A”

HIDALGO COUNTY ADDITIONAL SCOPE OF SERVICES

“CABLING – INSTALLATION - TIME – MATERIALS – OTHER SERVICES”

I. DESCRIPTION

Building structured wiring systems shall meet Hidalgo County Tele-Data Cabling Conventions to include adherence to the most currently available Building Industry Consulting Service International (BICSI) Telecommunications Distribution Methods Manual (TDMM 10th Edition), ANSI/TIA/EIA Telecommunications Building Wiring Standards, and National Electrical Code NFPA 70 & 72 manuals. Proposers shall be fully acquainted with the above referenced standards and be fully qualified, as outlined in the Hidalgo County Tele-Data communications contractor qualifications, to propose on and perform work. Proposer(s) shall have demonstrated qualifications to install and test Fast Ethernet and Gigabit Ethernet Copper & Fiber cabling. Additionally, the successful proposer will be required to meet Hidalgo County Tele-Data conventions and standards. The successful Proposer will be required to meet with and coordinate with a representative of the IT Networking and Telecommunications Department prior to work beginning, and weekly, during the installation process. Weekly meetings will include a site inspection to ensure compliance with the before mentioned standards. The successful electrical and Tele-data communications contractor will follow appropriate installation guidelines, as contained in the most currently available BICSI TDMM, ANSI/TIA/EIA, and NFPA 70 & 72 manuals. Additionally, contractor will work with IT Networking and Telecommunications to ensure proper placement and routing of cable and support hardware.

TELE-DATA COMMUNICATIONS CONTRACTOR QUALIFICATIONS

- a.** Hidalgo County requires only qualified, experienced Tele-data communications contractors perform design, project management and installation services in the construction or remodel of County telecommunications infrastructure. Pursuant to this, Hidalgo County wants to ensure that successful contractors have the capabilities, qualifications, financial stability, and experience to complete Tele-data communications installations using common industry practices (i.e. BICSI TDMM, ANSI/TIA/EIA, NFPA, etc) while meeting all Hidalgo County guidelines.
- b.** A consultant or contractor, by responding to a proposal, represents that their company possesses the qualifications, certifications, capabilities, test equipment, expertise, and personnel necessary to provide an efficient and successful installation of properly operating equipment as specified.

II. SPECIFICATIONS:

Copper

(Cost per Installed Run of up to 285' includes service loop)

NON-PLENUM	CAT 3 (4 Pair)	CAT 5e	CAT 6	KEY CABLE (25 Pair)	% Discount for Multi-runs same drop
Regular New Construction (Rough/Pre-Punch)					
Regular (Post-Punch)					
Expedited					
Emergency					

PLENUM	CAT 3 (4 Pair)	CAT 5e	CAT 6	KEY CABLE (25 Pair)	% Discount for Multi-runs same drop
Regular New Construction (Rough/Pre-Punch)					
Regular (Post-Punch)					
Expedited					
Emergency					

Miscellaneous

	CAT 3 (4 Pair)	CAT 5e	CAT 6	KEY CABLE (25 Pair)
3' Patch Cable				
5' Patch Cable				
7' Patch Cable				
10' Patch Cable				
Custom (by foot)				
66 Block (Cat 5e)				
66 Block Cat 5e w/Connector				
5' Amphenol Cable (25 Pr)				
10' Amphenol cable (25 Pr)				
20' Amphenol Cable (25 Pr)				
24 Port Patch Panel (Modular)				
24 Port Patch Panel				
48 Port Patch Panel				
110 Wiring Blocks (100 Pr)				
Cross Connect Wire 24 AGW				
Neat Patch Cable Mgr w/patch cable (Cat 6 - 48 each) Kit				

AUDIO, VIDEO & ALARM

CABLE TYPE	Installed (P)	Installed (NP)	Cable Only (P)	Cable Only (NP)	With Connector (P)	With Connectors (NP)	OTHER
RG-6 Coaxial Cable							
RG-59 Coaxial Cable							
RG-59/18-2 Combo Cable							
Digital Coaxial Cable							
18/2 Speaker Cable							
18/2 Security Cable							
22/4 Security Cable							
Other							

(P-Plenum) (NP-Non Plenum) CABLE ONLY (1,000'rolls)

FIBER OPTIC CABLE (Multi-Mode)

REGULAR NEW CONSTRUCTION (Rough/Pre-Punch)

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand								
12 Strand								
24 Strand								

REGULAR

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand								
12 Strand								
24 Strand								

EXPEDITED

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand								
12 Strand								
24 Strand								

EMERGENCY

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand								
12 Strand								
24 Strand								

FIBER OPTIC PATCH CABLES

DUPLEX	ST-ST	ST-SC	SC-SC	ST-LC	LC-LC
.3 mm Patch					
1m Patch					
3m Patch					

FIBER OPTIC CABLE (Single-Mode)

REGULAR NEW CONSTRUCTION (Rough/Pre-Punch)

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand								
12 Strand								
24 Strand								

REGULAR

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand								
12 Strand								
24 Strand								

EXPEDITED

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand								
12 Strand								
24 Strand								

EMERGENCY

FIBER TYPE	NON-PLENUM	PLENUM	OSP	AERIAL	ARMORED	TERMINATION	INNER DUCT (P)	INNER DUCT (NP)
6 Strand								
12 Strand								
24 Strand								

FIBER OPTIC PATCH CABLES

DUPLEX	ST-ST	ST-SC	SC-SC	ST-LC	LC-LC
.3 mm Patch					
1m Patch					
3m Patch					

FIBER OPTIC MISC

	6-PAK (SM)	6 PAK (MM)	12 PAK (SM)	12 PAK (MM)	ENCLOSURE WALL MOUNT	ENCLOSURE RACK MOUNT
ST						
SC						
LC						

WALL MOUNT RACKS 18" DEEP

24"

36"

48"

Open Wall Mount Rack			
Enclosed/Locking Wall Mount Rack			
Labor to Install			

WALL MOUNT RACKS 24" DEEP

24"

36"

48"

Open Wall Mount Rack			
Enclosed/Locking Wall Mount Rack			
Labor to Install			

FLOOR MOUNT RACKS

DESCRIPTION

7'

Other

Floor Mount Open Rack Alminum		
Installation		
Floor Mount Open Rack 4 –Post Frame (Black)		
Installation		
Open Cabinet with Casters (Black)		
Installation		
Open Cabinet with Side Panels Only (Black)		
Installation		
Cabinet with Side Panels and Front and Back Locking Doors		
Installation		
Ladder Rack Assembly 10' Sections & Hardware		
Installation		
Vertical Cable Management for Open Floor Mount Rack		
Fan/Filter Kit for Wall-Mount Rack with Enclosure		
Fan/Filter Kit for Enclosed Floor Mount Cabinet		

UPS

Description

Tower

Rack Mount

Other

500			
750			
1000			
1200			
1500			
1750			
2000			

3000			
------	--	--	--

MISCELLANEOUS

DESCRIPTION	PRICE PER UNIT
J HOOKS Wall Hangers	
Cable Support Saddles	
D-Rings	
Wire Mold Raceway	
Wire Mold Boxes	
Wire Mold Clips	
Low Voltage Single Gang Box	

DESCRIPTION	PRICE PER UNIT
Concrete Penetrations	
Fire Wall Penetrations	
Asbestos Penetration	

INFRASTRUCTURE FOR COOPER & FIBER EXTERIOR WORK per foot

2" CONDUIT	4" CONDUIT	TRENCHING	TRENCHING (ASHPALT/CALICHE)	4" BORE	6" BORE	PULL BOX 2X3X2	PULL BOX 6X4X3		
Regular									
Expedited									
Emergency									
Long Bend Elbows									
Regular Elbows									
LB ACCESS FITTINGS									

Trenching 3' deep by 4" wide

SERVICE CALL/TROUBLE SHOOTING

Price Per Hour

FIBER OPTIC	DATA	TELEPHONE/FAX	ACCESS CONTROL	AUDIO/VIDEO	OTHER
Regular Hours					
After Hours/Holiday					
Expedited					
Emergency					

ETHERNET-ENABLE CONTROLLERS

(Power over Ethernet)

Description	Price Per Unit	Installation & Programming		
INTEGRAL Intelli-m 4 Control Module Kit				
INTEGRAL Intelli-m Single Control Module Kit				
INTEGRAL Single Module Add-on Kit				
Proximity Reader				
Electric Door Strike (Wood)				
Electric Door Strike (Metal)				
Electromagnetic Lock				
Request to Exit Buttons				
12/24 Power Supply				

III. SPECIFICATIONS:

1. Except as indicated by Hidalgo County IT Telecom Services, Contractor shall provide materials and labor for cable installation work throughout Hidalgo County; to include new work as well as repairs to existing. Completed jobs shall conform to the Hidalgo County Voice and Data Wiring Specification Manual.
2. Contractor shall prepare a written job cost estimate for each job based upon a visit to the job site. Contractor must be available to visit job sites based on the following classifications of notification:
 - (a) Routine – five (5) working days of notification
 - (b) Expedite – one (1) working day of notification
 - (c) Emergency – two (2) hours of notification
3. Contractor shall provide an electronic copy of the completed request for estimate form, (see Exhibit B, page of this bid), to the ITTS Department based on the following classifications of notification:
 - (a) Routine – within forty-eight (48) hours after visiting the site.
 - (b) Expedite – within twenty-four (24) hours after visiting the site.
 - (c) Emergency – verbal estimate to be provided at the time of site visit with written follow-up of verbal estimate within twenty-four (24) hours of visit.
4. Once Hidalgo County has accepted a cabling job estimate through the issuance of a valid purchase order, the dollar amount reflected on the purchase order shall constitute the County's total obligation for that job. The Contractor shall endeavor to submit an accurate cost estimate. No claims for compensation will be considered or allowed for extra work resulting from ignorance of any existing conditions on the part of the proposer. However, the County recognizes that some elements of work cannot be detected until work is in progress. When latent physical conditions are discovered, the Contractor shall immediately notify the IT Telecom Manager, and before work continues, the Contractor shall submit a revised cost estimate for approval. A written change order to the existing purchase order or the issuance of an additional purchase order is the only valid approval mechanisms for additional work.
5. Contractor shall inform the IT Department of the work in progress and advise them when a job is complete. For long-term projects (those exceeding five (5) working days), the Contractor shall meet with ITTS representative and provide a weekly, typewritten progress report. This report should be electronically submitted no later than 5:00 p.m. on each Friday until the work is completed. Weekly meetings will include a site inspection to ensure compliance with established standards.
6. Permits, Fees and Notices:
 - a. The Contractor shall secure and pay for the building permit and for all required permits, governmental fees, licenses, and inspections necessary for the proper execution and completion of the work. Contractor's estimate should include cost of any permits, fees, or notices for each job.
 - b. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work.
 - c. If the Contractor performs any work when he knows or should know it to be contrary to such laws, ordinances, rules and regulations, and shall therefore bear all costs attributable thereto.
7. Selected Contractor shall be expected to meet established schedules and deadlines for the completion of work as outlined in job estimates.

8. Selected Contractor shall be expected to adhere to current Hidalgo County Voice and Data Wiring Specification Manual. It is the responsibility of the Contractor to request any new revisions to the wiring specifications at the time an estimate is provided.
9. Proposer should have a current BICSI certified Registered Communication Distribution Designer (RCDD) on staff as a full-time employee. A copy of the RCDD certificate and BICSI member number must be provided with bidding documents
10. Proposer shall provide a representative list of three (3) or more references including contact name and telephone number. These references should represent the installation of copper and fiber optic cabling in interior, exterior, aerial, and underground environments. The Proposer should indicate which types of work have been conducted for each reference. Hidalgo County may contact these references as one means of collecting information regarding past performance of the Proposer. THIS INFORMATION SHALL BE PROVIDED WITH PROPOSAL.
11. Proposer shall provide a document detailing the staffing level of the Proposer's firm by job classification (i.e. cable installer, installers helper and qualifications of staff). THIS INFORMATION SHALL BE PROVIDED WITH PROPOSAL.
12. Proposer shall provide a list of equipment owned; fiber and copper, description and any additional information as needed. THIS INFORMATION SHALL BE PROVIDED WITH PROPOSAL.
13. Proposer shall provide a list of certificates and cables covered by manufacturer training and certification. THIS INFORMATION SHALL BE PROVIDED WITH PROPOSAL.
14. Proposer shall warranty its materials, design, and workmanship for a minimum of one (1) year from the date of work completion and shall include all parts, labor, and transportation as specified.
15. Warranty information on installed equipment and cabling shall be detailed in each job estimate. Proposer shall warranty its materials, design, and workmanship for a minimum of one (1) year from the date of work completion and shall include all parts, labor, and transportation.
16. Warranty shall commence on each job on the date it is accepted as complete by Hidalgo County.
17. The Contractor shall respond with remedy to a warranty trouble call within twenty-four (24) hours after receipt of such a call.
18. If it becomes necessary for the County to contact another vendor for warranty repairs due to inability or failure of the Contractor to perform such repairs, the Contractor shall reimburse the County for all invoices for labor, materials required and the shipping/handling costs thereof, to perform such repairs, within thirty (30) calendar days from presentation of such invoice. This shall only occur after the Contractor has been given reasonable time and fair opportunity to respond and correct the problem. The cost limitation for such repairs will not exceed the parts and labor replacement price of the repair.
19. All cable/equipment installed must be fully tested and meet TIA/EIA testing and installation standards for UTP/STP copper, coaxial, and SM/MM fiber optic cable. This includes certification for Cat5, Cat3, Cat6 installation, Fast Ethernet, (100MB), Gigabit Ethernet (1000 MB), FDDI, etc. **All test results shall be submitted electronically to designated Hidalgo County ITTS representative within five (5) days of test completion. Invoices will NOT be paid unless corresponding test results are received.**

IV. Terms & Conditions:

1. **SCOPE of CONTRACT:** This is a firm fixed-price, estimated quantity contract calling for delivery of the products identified in Description at the stated prices submitted by the Proposer. Upon acceptance of a bid by Hidalgo County Commissioners and issuance of a Contract Award by the Hidalgo County Purchasing Agent, Proposer shall be obligated to deliver the products at the stated prices, within the time specified, and in accordance with all Terms and Conditions and Description contained herein. Delivery schedule listed by Proposers on the face of this RFB shall apply to the individual Purchase Order. Hidalgo County will seek purchases from State-awarded contracted vendors, cooperative purchasing programs, or any other vendor whenever it is statutorily permitted and in its best interest to do so. Hidalgo County is not obligated to order products not covered by this contract and is free to secure those requirements from other sources in accordance with applicable purchasing statutes. Hidalgo County will seek purchases from State-awarded contracted vendors, cooperative purchasing programs, or any other vendor whenever it is statutorily permitted and in its best interest to do so.
 2. **TERM CONTRACT:** The initial term of this contract shall commence upon award for twelve (12) months with Hidalgo County Commissioners Court sole discretion to extend for one (1) additional year, subject to approval by the Commissioners Court under the same firm fixed prices, terms and conditions.
 3. **PRICE CHANGES:** The prices offered shall remain firm for the period of the contract. The prices offered shall also remain firm for the option year should the County choose to exercise the option to renew, except for changes that are industry wide and beyond the control of the contractor. If such changes do occur, it will be the responsibility of the contractor to provide documentation to Hidalgo County substantiating the changes to the bid process. Any price changes must be approved by Hidalgo County.
 1. **METHOD OF AWARD:** Award, if any, will be made to
 - a. **Primary Vendor** the responsible Proposer(s) submitting the lowest bid prices(s) and meeting all requirements of this Request for Proposal.
 - b. **Secondary Vendor** the responsible Proposer(s) submitting the second lowest proposal(s) and meeting all requirements of this Request for Proposal.
- Hidalgo County reserves the right to award on an “all or none” or “by line item” basis. Proposer may propose on any or all items in order to be considered responsive to this Request for Proposal.
4. **PURCHASE ORDER:** Contractor will **not** supply and/or deliver any items until a purchase order number is assigned by the designated representative of the County Purchasing Office. Contractor will reference purchase order and contract number on all invoices submitted to the Hidalgo County Auditor. The Contractor must respond by supplying and/or delivering the parts. Failure to act in this manner may result in termination of this contract.
 5. **MATERIAL COST:** Prices for each job shall include the cost of shipping and delivery of all items to the designated FOB point and shall not include Federal or State of Texas sales, excise and use taxes. Proposer must include all costs in the delivered unit price.
 6. **REQUIRED DELIVERY:** Verbal Purchase Order’s placed by 3:00 p.m. shall be delivered to the department that same business day. Order’s after 3:00 p.m. shall be next business day deliver.
 7. **DAMAGES:** Contractor will be totally responsible for any and all damages and/or losses to equipment and property which may occur during the performance of this contract. Damages to equipment and property will be assessed by an agent of the Hidalgo County Elections Department.

V. ADDITIONAL INFORMATION:

1. All costs and expenses associated with preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the Proposer and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.
2. 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, Hidalgo County Purchasing Department, 2812 S. Business Hwy. 281, New Administration Building, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**
3. **ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN,** Wednesday, _____ by 5:00 P.M... Responses to said inquiries will be sent to all applicants via facsimile by no later than, Friday, _____ by 5:00 p.m..

REQUIREMENTS AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into effective as of _____, 2008 by and between _____, ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County "[Cabling, Installation, Time, Materials, And Other Services]", as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of one year with the County's option to renew one (1) additional year based on the prior year's performance evaluation and contingent upon cost remaining unchanged and;

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

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

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

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in "**Cabling-Installation-Time-Materials-Other Services**" in the areas of **HIDALGO COUNTY** projects for a period of one year with the County's option to renew for one (1) additional year based on the prior year's performance evaluation and contingent upon cost remaining unchanged and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by contractor to the location(s) in Hidalgo County specified by Buyer in its Purchase Order.

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

4. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law,

ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

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

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

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

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

If to Buyer:

Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller:

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

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

g. **Successors.** This Agreement shall be binding upon and inure to the benefit of the

parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

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

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

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

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

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

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

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

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made

by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

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

APPROVED BY COMMISSIONERS COURT ON, _____, 2008.

HIDALGO COUNTY

Juan D. Salinas, III, County Judge

Date: _____

ATTEST:

Arturo Guajardo, Jr., County Clerk

Date: _____

Company: _____

By: _____

Printed Name: _____

Title: _____

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

By: _____
Stephen L. Crain

Date: _____

AI-10062

11.A.6.

Approval of Comdata Fuel Card Requests and Cancellation of All Other Fuel Cards

CC REGULAR

Date: 07/11/2008
Submitted By: Yvette Islas, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department

Information

CAPTION

Presentation for discussion, consideration and approval of application requests for Fleet Fueling Cards through our participation with Texas Procurement and Support Services (TPASS) contract with Comdata Corporation/Transmontaigne Product Services, Inc. (awarded vendor of State Council on Competitive Government) submitted by Elected Officials/Department Heads/Agency and/or Program Directors detailing holders and users as attached hereto, including but limited to the following and subject to the newly adopted and approved Hidalgo County Fuel Credit Card Policies and Procedures:

A. Constable Pct. #1

BACKGROUND

Please see attached Comdata Fuel card Application/Request forms submitted by Department(s).

Fiscal Impact

FISCAL YEAR: 2008 ACCT. #: 8-1100-421-00-291-001-0-682
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Constable Pct 1- Available Balance as of 7-7-08 \$1,983.75; open PO for Transmontaigne Product Svcs, PO #596471 for \$14,834.32 as of 7-7-08.

Funding source was provided by department.

Attachments

Link: Constable Pct. 1
Fuel Card Form

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/07/2008 12:06 PM	APRV
2	Budget & Management	Veronica Lopez	07/07/2008 12:57 PM	APRV
3	Ivan Cantu	Ivan Cantu	07/07/2008 01:13 PM	APRV

4	Auditor's Office	Becky Morales	07/07/2008 01:30 PM	APRV
5	Ivan Cantu	Ivan Cantu	07/07/2008 01:55 PM	APRV
6	Becky Morales		07/08/2008 10:12 AM	NEW

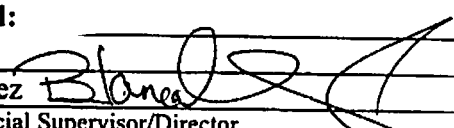
Form Started By: Yvette Islas
Started On: 07/07/2008 11:13 AM

Final Approval Date: 07/08/2008

COMDATA FUEL 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.

X Add Vehicle Card ☐ Add Driver Pin ☐ Delete Cancel Card ☐ Delete/Cancel Driver

Department:	Hidalgo County Constable Pct. 1		
Billing Address:	1902 Joe Stephens, Ste. 303, Weslaco, TX 78596		
Fuel Card Manager:	Juan M. Hernandez		
	This person can not have use of the fuel card		
Phone Number:	956-447-3775		
County Email:	blancasanchez@co.hidalgo.tx.us		
Web user Name:	bsanchez	Password:	
Hidalgo Co Acct Number:	8-1100-421-00-291-001-0		
Requested By:	Chief Deputy Constable Blanca I. Sanchez 		
	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:	_____
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	Vehicle Description	VIN Number	Purchasing Dept Only Card Number
7TBC11	2002 Chevy Trailblazer	1GNDS13S722378717	

RECEIVED
JUL 03 2008
By 2:30 ft

AI-10019

11.A.7.

**Approval to Execute AIA Agreement with Alcocer Garcia Assoc.
Designer for the Old Adm. Building**

CC REGULAR

Date: 07/11/2008

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Submitted For: Rocio Villarreal

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Hidalgo County

Information

CAPTION

Requesting approval for the B141- AIA Agreement for Professional Architect Services between Hidalgo County and Alcocer Garcia Associates Design Consulting, (as approved for negotiation on CC 08/07/07) in connection with the renovation of "Administration Building located at 100 E. Cano, Edinburg, Texas."

BACKGROUND

Previous Com. Court Approval on June 17, 2008

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1336-419-40-220-025-0-452

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?: n

BUDGETARY IMPACT:

Attachments

Link: [3rd Floor Scope of Work](#)

Link: [back-up 1](#)

Link: [back-up 2](#)

Link: [back-up 3](#)

Form Routing/Status

Form Started By: Rocio Villarreal

Started On: 07/02/2008 02:48 PM

Final Approval Date: 07/08/2008



July 3, 2008

Martha Salazar, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus Hwy. 281
Edinburg, TX 78539

Project: Hidalgo County Old Administration Building Remodeling

Dear Mrs Salazar,

We hereby propose to include architectural and engineering design services for remodeling the third floor of the building , including new partitions, finishes and accessibility compliance changes. We would provide the following:

- Measurements and Verification of Existing Conditions

- Demolition Floor Plan

- Improvements Floor Plan

- Door Schedule and Details

- Room Finish Schedule

- Construction Details

- Mechanical, Electrical and Plumbing Plans

- Outline Specifications

- 12 sets Prints

- Forms for Accessibility Plan Review & Post -Construction Inspection. County to submit forms and pay Review and Inspection fees directly to the Registered Accessibility Specialist.

The construction work is to be done by County forces, therefore, our services do not include Bidding Phase services, construction inspections, nor close-out services.

The AGADC fee would be a stipulated sum of \$ 16,400.00 for this part of the work.


George A. Garcia,
Architect

DRAFT AIA[®] Document A201[™] - 1997

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address):

Remodel of Existing Old Administration Building (1st, 2nd, 4th and 5th Floor); and the remodeling of the 3rd Floor
excluding Bidding Phase Services located at .100 E. Cano Street, Edinburg, Texas

THE OWNER:

(Name and address):

County of Hidalgo
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

THE ARCHITECT:

(Name and address):

Alcocer Garcia Associates Design Consulting
1333 E. Jasmine Ave.
McAllen, Texas 78501

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ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document has been approved and endorsed by The Associated General Contractors of America

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Agreement between OWNER and Contractor (hereinafter the Agreement), Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the WORK issued by the ARCHITECT pursuant to Paragraph 7.4. Unless specifically enumerated in the Agreement, the Contract Documents do not include other documents such as bidding requirements (advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or portions of Addenda relating to bidding requirements).

§ 1.1.1.1 CONTRACTOR acknowledges and warrants that it has closely examined all the Contract Documents, that they are suitable and sufficient to enable CONTRACTOR to complete the WORK in a timely manner for the Contract sum, and that they include all WORK, whether or not shown or described, which reasonably may be inferred to be required or useful for the completion of the WORK in full compliance with all applicable codes, laws, ordinances, and regulations.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the ARCHITECT and Contractor, (2) between the OWNER and a Subcontractor (except as provided in Paragraph 5.3 and 5.4 hereof) or Sub-subcontractor, (3) between the OWNER and ARCHITECT or (4) between any persons or entities other than the OWNER and Contractor. The ARCHITECT shall, however, be entitled to performance and enforcement of obligations of CONTRACTOR under the Contract intended to facilitate performance of the ARCHITECT's duties.

§ 1.1.3 THE WORK

The term "WORK" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the CONTRACTOR to fulfill the Contractor's obligations. The WORK may constitute the whole or a part of the Project.

§ 1.1.3.1 The WORK shall include the obligation of CONTRACTOR to visit the site of the project before submitting a proposal. Such site visit shall be for the purpose of familiarizing CONTRACTOR with the conditions as they exist and the character of the operations to be carried on under the Contract Documents, including all existing site conditions, access to the site, physical characteristics of the site and surrounding areas.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the WORK performed under the Contract Documents may be the whole or a part and which may include construction by the OWNER or by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the WORK, generally including plans, elevations, sections, details, schedules and diagrams, wherever located and whenever issued.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the WORK, and performance of related services.

§ 1.1.7 THE PROJECT MANUAL

The Project Manual is a volume assembled for the WORK which is issued by ARCHITECT and shall include the bidding requirements, sample forms, Conditions of the Contract and Specifications.

§ 1.1.8 ADDENDUM: A change to Contract Documents issued by ARCHITECT which is subject to OWNER's approval prior to the execution of the Agreement and specifically listed in the Agreement.

§ 1.1.9 ALTERNATE: A variation in Contract requirements on which a separate price is to be received by OWNER as part of the bid. If the Alternate is accepted in writing by OWNER, the variation is then part of the Contract and the amount of money quoted to be added or deducted from the Base Bid is taken into account in determining the Contract Sum.

§ 1.1.10 BASE BID: The bid before any Alternates are considered.

§ 1.1.11 FINAL COMPLETION: Final Completion is achieved at the time that final inspection has been performed by ARCHITECT and the final Certificate for Payment is issued by ARCHITECT and approved by OWNER.

§ 1.1.12 NOT IN CONTRACT N.I.C.: WORK not included in the Contract.

§ 1.1.13 OR APPROVED EQUAL AND EQUAL TO: Shall mean products by manufacturers other than those specified in the Contract Documents which CONTRACTOR may submit for substitution and prove to be equal to those specified in the Contract Documents and which may be incorporated in the WORK after review and acceptance by ARCHITECT and acceptance by OWNER.

§ 1.1.14 INDICATED AND SHOWN: Shall mean as detailed, scheduled, or called for in the Contract Documents.

§ 1.1.15 KNOWLEDGE: The terms 'knowledge', 'recognize' and 'discover', their respective derivatives, and similar terms in the Contract Documents as used in reference to CONTRACTOR knows (or should know), recognized (or should recognize), and discovers (or should discover) in exercising the care, skill, and diligence required by the Contract Documents. Analogously, the expression 'reasonably inferable' and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a contractor in Hidalgo County familiar with the Project and exercising the care, skill, and diligence required of CONTRACTOR by the Contract Documents.

§ 1.1.16 DAYS: The terms 'days' in the Contract Documents means 'calendar days.'

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The Contract Documents include all items necessary for the proper execution and completion of the WORK by CONTRACTOR. The Work shall consist of all the items specifically included in the Contract Documents as well as all additional items of WORK that are reasonably inferable from that which is specified in order to complete the WORK in accordance with the Contract Documents and in order to produce the intended results. The Contract Documents are complementary, and what is required by any one Contract Document, shall be as binding as if required by all. Any differences between the requirements of the Drawing and the Specifications or any differences noted within the Drawings themselves or within the Specifications themselves have been referred to OWNER and ARCHITECT by CONTRACTOR prior to the submission of bids and have been clarified by an Addendum issued to all bidders.

If any such differences or conflicts were not called to OWNER's and ARCHITECT's attention prior to submission of bids, ARCHITECT shall decide which of the conflicting requirements will govern based upon: the most stringent of the requirements will take precedence over the less specific and the more expensive will take precedence over the less expensive, and subject to approval of OWNER, CONTRACTOR shall perform the WORK at no additional cost and/or time to OWNER in accordance with ARCHITECT's decision. WORK not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonably inferable therefrom as being necessary to produce the intended results.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the WORK among Subcontractors or in establishing the extent of WORK to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words and abbreviations which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.2.4 If WORK is required in a manner to make it impossible to produce WORK of the quality required by or reasonably inferred from the Contract Documents, or should discrepancies appear among the Contract Documents, CONTRACTOR shall request in writing an interpretation from ARCHITECT before proceeding with the WORK. If CONTRACTOR fails to make such request, no excuse will thereafter be entertained for the failure to carry out WORK in the required manner or provide required guarantees, warranties, or bonds and CONTRACTOR shall not be entitled to any change in the Contract Sum or the Contract Time on account of such failure.

§ 1.3 CAPITALIZATION

§ 1.3.1 Terms capitalized in these General Conditions include those which are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION

§ 1.4.1 In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 EXECUTION OF CONTRACT DOCUMENTS

§ 1.5.1 The Contract Documents shall be signed by the OWNER and CONTRACTOR. If either the OWNER or CONTRACTOR or both do not sign all the Contract Documents, the ARCHITECT shall identify such unsigned Documents.

§ 1.5.2 Execution of the Contract by the CONTRACTOR is a representation that said Contractor documents are full and complete, are sufficient to have enabled CONTRACTOR to determine the cost of the WORK therein to enter into the Contract and that the Contract Documents are sufficient to enable it to construct the WORK outlined therein, and otherwise to fulfill all its obligations hereunder, including, but not limited to, CONTRACTOR's obligation to construct the WORK for an amount not in excess of the Contract Sum on or before the date (s) of Substantial Completion established in the Agreement. CONTRACTOR further acknowledges and declares that it has visited and examined the site, examined all physical, legal, and other conditions affecting the WORK and is fully familiar with all of the conditions thereon and thereunder affecting the same. In connection therewith, CONTRACTOR specifically represents and warrants to OWNER that it has, by careful examination, satisfied itself as to (1) the nature, location, and character of the Project and the site, including, without limitation, the surface and subsurface conditions of the site and all structures and obstructions thereon and thereunder, both natural and manmade, and all surface and subsurface water conditions of the site and the surrounding area; (2) the nature, location, and character of the general area in which the Project is located, including, without limitation, its climatic conditions, available labor supply and labor costs, and available equipment supply and equipment costs; and (3) the quality and quantity of all materials, supplies, tools, equipment, labor, and professional services necessary to complete the WORK in the manner and within the cost and time frame required by the Contract Documents.

§ 1.5.2.2. In connection with the foregoing and having carefully examined all Contract Documents, as aforesaid, and having visited the site, CONTRACTOR acknowledges and declares that it has no knowledge of any discrepancies, omissions, ambiguities, or conflicts in said Contract Documents, and that if it becomes aware of any such discrepancies, omissions, ambiguities, or conflicts, it will promptly notify OWNER and ARCHITECT of such fact.

§ 1.5.2.3 Further, CONTRACTOR recognizes the extra degree of care required under the urban site construction circumstances with respect to safety, protection of pedestrians, cleanliness of the site, health and other laws, and protection of existing utilities, adjacent streets, and property. In arriving at the Contract Sum and the Contract Time, CONTRACTOR has, as an experienced and prudent CONTRACTOR, exercised its best judgment and expertise to include the impact of such circumstances upon the Contract Sum and the Contract Time.

§ 1.6 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.6.1 The Drawings, Specifications and other similar or related documents and copies thereof are furnished to Contractor for the purpose of performing the WORK and are, and shall remain, the property of OWNER. Neither the Contractor nor any Subcontractor, Sub-subcontractor or material or equipment supplier shall own or claim a

copyright in the Drawings, Specifications and other similar or related documents, and OWNER shall retain all common law, statutory, and other reserved rights, in addition to the copyright(including, without limitations, the right to create derivative works therefrom). All copies of such documents shall be returned to OWNER upon Completion of the WORK. The Drawings, Specifications and other similar or related documents and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the WORK without the specific written consent of the OWNER, ARCHITECT and the Architect's consultants appropriate to and for use in the execution of their WORK under the Contract Documents.

§1.6.2 Upon OWNER's Payment, all Plans, Drawings, Specifications and other similar documents and copies thereof, furnished by the CONTRACTOR are and shall remain the property of the OWNER and shall not be used by any person on any project without prior written consent of OWNER and ARCHITECT of Record.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The OWNER is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Commissioners' Court of OWNER, by majority vote, is the only representative of the OWNER, having the power to enter into a Contract, to execute a change order requiring an increase in the Contract Sum, or agree to an extension of the contractual completion date. The Court shall designate as appropriate, an authorized representatives to act on its behalf during the course of construction. In the event that emergency changes in the scope of the WORK are required before the Court's next regular meeting or in order to facilitate and expedite the timely completion of the WORK, the Court's authorized representatives may approve construction changes that do not exceed \$5,000.00 in increased costs. Any such change shall be confirmed in writing between the CONTRACTOR and the Court at its next regular meeting. The Court will act as soon as reasonably possible to avoid undue delays in the construction completion date.

§ 2.1.2 The OWNER shall furnish to the CONTRACTOR within fifteen (15) days after receipt of a written request, information necessary and relevant for the CONTRACTOR to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the OWNER's interest therein.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 The OWNER shall, at the written request of the CONTRACTOR, prior to commencement of the WORK and thereafter, furnish to the Contractor reasonable evidence that financial arrangements have been made to fulfill the OWNER's obligations under the Contract. Furnishing of such evidence shall be a condition precedent to commencement or continuation of the WORK. After such evidence has been furnished, the OWNER shall not materially vary such financial arrangements without prior notice to the CONTRACTOR.

§ 2.2.2 Except for permits and fees, including those required under Section 3.7.1, which are the responsibility of the CONTRACTOR under the Contract Documents, the OWNER shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities. In connection with the foregoing, CONTRACTOR shall be solely responsible for locating (and shall locate prior to performing any WORK) all utility lines, telephone company lines and cables, sewer lines, water pipes, gas lines, electrical lines, including without limitation, all buried pipelines and buried telephone cables and shall perform the WORK in such a manner so as to avoid damaging any such lines, cables, pipes, and pipelines.

§ 2.2.3 The OWNER shall furnish surveys describing physical characteristics, legal limitations for the site of the Project, and a legal description of the site. The CONTRACTOR shall be entitled to reasonably rely on the accuracy of information furnished by the OWNER but shall exercise proper precautions relating to the safe performance of the WORK.

§ 2.2.4 Information or services required of the OWNER by the Contract Documents shall be furnished by the OWNER with reasonable promptness. Any other information or services relevant to the CONTRACTOR's performance of the WORK under the OWNER's control shall be furnished by the OWNER after receipt from the CONTRACTOR of a written request for such information or services.

§ 2.2.5 OWNER shall furnish CONTRACTOR with one set of reproducible of Drawings and one Project Manual. Contractor is given permission to make copies of these documents for use on this Project. All costs of reproduction are the responsibility of CONTRACTOR.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

§ 2.3.1 If the CONTRACTOR fails to correct WORK which is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or fails to carry out WORK in accordance with the Contract Documents, or fails to remove and discharge within ten (10) days any lien filed upon Owner's or Landlord's property by anyone claiming by, through, or under CONTRACTOR or disregards the instructions of ARCHITECT or OWNER when based on the requirement of the Contract Document, the OWNER may issue a written order to the CONTRACTOR to stop the WORK, or any portion thereof, until the cause for such order has been eliminated; however, the right of the OWNER to stop the WORK shall not give rise to a duty on the part of the OWNER to exercise this right for the benefit of the CONTRACTOR or any other person or entity, and any delays resulting from such WORK stoppage shall not extend any Milestone Date identified in the Contract for Construction or the required dates of Substantial or Final Completion.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

§ 2.4.1 If the CONTRACTOR defaults or neglects to carry out the WORK in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the OWNER to commence and continue correction of such default or neglect with diligence and promptness or fails within such seven-day period to eliminate (or diligently commence to eliminate) the cause of any stop WORK order issued under Subparagraph 2.3.1 hereof, the OWNER may, without prejudice to other remedies the OWNER may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the CONTRACTOR the reasonable cost of correcting such deficiencies, including OWNER's expenses and compensation for the ARCHITECT's additional services made necessary by such default, neglect or failure. Such Change Order shall be deemed to have been executed by CONTRACTOR, whether or not actually signed by CONTRACTOR, unless the Change Order is shown to have been prepared in bad faith by OWNER or ARCHITECT. If payments then or thereafter due the CONTRACTOR are not sufficient to cover such amounts, the CONTRACTOR shall pay the difference to the OWNER.

§ 2.5.1 The rights stated in Article 2 shall be in addition and not in limitation of any other rights of OWNER granted in the Contract Documents or at law or in equity.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The CONTRACTOR is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "CONTRACTOR" means the CONTRACTOR or the CONTRACTOR's authorized representative.

§ 3.1.2 The CONTRACTOR shall perform the WORK in accordance with the Contract Documents.

§ 3.1.3 The CONTRACTOR shall not be relieved of obligations to perform the WORK in accordance with the Contract Documents either by activities or duties of the ARCHITECT in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the CONTRACTOR.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Since the Contract Documents are complementary, before starting each portion of the WORK, the CONTRACTOR shall carefully study and compare the various Drawings and other Contract Documents relative to that portion of the WORK, as well as the information furnished by the OWNER pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the WORK and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating construction by the CONTRACTOR and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, any errors, inconsistencies or omissions discovered by the CONTRACTOR shall be reported promptly to the ARCHITECT and OWNER as a request for design information in such form as the ARCHITECT may require.

§ 3.2.2 Any design errors or omissions noted by the CONTRACTOR during this review shall be reported promptly in written notices to the ARCHITECT and OWNER, but it is recognized that the CONTRACTOR's review is made

in the CONTRACTOR's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents. The CONTRACTOR is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations, but any nonconformity discovered by or made known to the CONTRACTOR shall be reported promptly to the ARCHITECT and OWNER.

§ 3.2.2.1 Should any words or numbers that are necessary to a clear understanding of the WORK be illegible or omitted, or should an error, or discrepancy occur in any of the Contract Documents, CONTRACTOR shall immediately notify in writing ARCHITECT and OWNER of such omission, error, or discrepancy, and CONTRACTOR shall not proceed with the portion of the WORK until clarification is received. If CONTRACTOR proceeds without notifying ARCHITECT and OWNER, and does not get clarification, CONTRACTOR shall be responsible for the cost of correcting same, including any resulting damages.

§ 3.2.3 If the CONTRACTOR believes that additional cost or time is involved because of clarifications or instructions issued by the ARCHITECT in response to the CONTRACTOR's notices or requests for information pursuant to Sections 3.2.1 and 3.2.2, the CONTRACTOR shall make Claims as provided in Sections 4.3.6 and 4.3.7. If the CONTRACTOR fails to perform the obligations of Sections 3.2.1 and 3.2.2, the CONTRACTOR shall pay such costs and damages to the OWNER as would have been avoided if the CONTRACTOR had performed such obligations. The CONTRACTOR shall not be liable to the OWNER or ARCHITECT for damages resulting from errors, inconsistencies or omissions in the Contract Documents or for differences between field measurements or conditions and the Contract Documents unless the CONTRACTOR recognized such error, inconsistency, omission or difference and knowingly failed to report it to the ARCHITECT.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The CONTRACTOR shall supervise and direct the WORK, using the CONTRACTOR's best skill and attention. The CONTRACTOR shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the WORK under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the CONTRACTOR shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the CONTRACTOR determines that such means, methods, techniques, sequences or procedures may not be safe, the CONTRACTOR shall give timely written notice to the OWNER and ARCHITECT and shall not proceed with that portion of the WORK without further written instructions from the ARCHITECT.

§ 3.3.2 The CONTRACTOR shall be responsible to the OWNER for acts and omissions of the CONTRACTOR's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the WORK for or on behalf of the CONTRACTOR or any of its Subcontractors.

§ 3.3.3 The CONTRACTOR shall be responsible for inspection of portions of WORK already performed to determine that such portions are in proper condition to receive subsequent WORK.

§ 3.3.4 CONTRACTOR shall be responsible to OWNER for acts and omissions of CONTRACTOR's employees, Subcontractors and their agents and employees, and other persons performing portions of the WORK under contract or other arrangements with CONTRACTOR.

§ 3.3.5 CONTRACTOR shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on the WORK, including those with respect to the safety or persons and property and their protection from damages, injury, or loss. CONTRACTOR shall promptly remedy damages and loss to property at the site caused in whole or in part by CONTRACTOR, its Subcontractor, or anyone directly or indirectly employed by any of them or by anyone for whose acts they may be liable, except for damage or loss attributable solely to acts or omissions of OWNER or ARCHITECT by anyone for whose acts either of them may be liable and not attributable to the fault or negligence of CONTRACTOR, its Subcontractor, or anyone directly or indirectly employed by them. The foregoing obligations of CONTRACTOR are in addition to Contractor's obligations under other provisions hereunder.

§3.3.6 CONTRACTOR shall be responsible for inspections of portion of WORK already performed under the CONTRACTOR for Construction to determine that such portions are in proper condition to receive subsequent WORK.

§ 3.3.7 CONTRACTOR has the responsibility to ensure that all material suppliers and Subcontractors, their agents, and employees adhere to the Contract Documents, and that they order materials on time, taking into account the current market and delivery conditions, and that they provide materials on time. CONTRACTOR shall coordinate its WORK with that of all others on the Project, including construction utilities.

§3.3.8 CONTRACTOR shall establish and maintain benchmarks and all other grades, lines, and levels necessary for the WORK; report errors or inconsistencies to OWNER and ARCHITECT before commencing WORK; and if applicable, review the placement of the buildings and permanent facilities on the site with OWNER and ARCHITECT after all lines are staked out and before foundation WORK is started. CONTRACTOR shall provide access to the WORK for OWNER, ARCHITECT, other persons designated by OWNER, and governmental inspectors. Any encroachments made by CONTRACTOR or its Subcontractors on adjacent properties caused by construction as revealed by an improvements survey, except for encroachments arising from errors or omissions not reasonably discoverable by CONTRACTOR in the Contract Documents, shall be the sole responsibility of CONTRACTOR and CONTRACTOR shall correct such encroachments within thirty (30) days of the improvement survey (or as soon thereafter as reasonably possible). At CONTRACTOR's sole cost and expense, either by the removal of the encroachment (and subsequent reconstruction on the Project site) or agreement with the adjacent property owner(s) (in form and substance satisfactory to OWNER in its sole discretion) allowing the encroachments to remain.

§ 3.3.9 CONTRACTOR shall verify at the worksite the measurements indicated on the Drawings and Specifications and shall establish correctly the lines, levels, and positions for the WORK and be responsible for their accuracy and proper correlation with control lines, monuments, and data, as established by surveys furnished by OWNER. WORK shall be created square, plumb, level true to line and grade, in the exact plane and to the correct elevation and/or slope to drain as indicated. To ensure the proper execution of its subsequent WORK, CONTRACTOR shall measure all WORK already in place (including but not limited to utilities and grades installed or prepared by others) and shall at once report to ARCHITECT and OWNER any discrepancy between said WORK and the Drawings and Specifications for the WORK.

§ 3.3.10 Any discrepancy or omission in the dimensions or elevations shown on the Drawings and Specifications or found in previous WORK which may prevent accurate layout or construction of the WORK, shall immediately be reported to ARCHITECT and OWNER. When CONTRACTOR knows or reasonably should have known that such discrepancy or omission exists, without first obtaining further instruction from ARCHITECT or OWNER, CONTRACTOR shall bear any and all costs arising therefrom including, without limitation, the costs of correction thereof without increase or adjustment in the Contract Sum. Omissions from the Drawings or Specifications, or the misdescription of details of WORK which are reasonably inferable in order to carry out the intent of the Drawings and Specifications, or which are customarily performed, shall not relieve CONTRACTOR from performing such omitted or misdescribed details of the WORK, and they shall be performed as if fully and correctly set forth as described in the Drawings and Specifications, at no additional cost to OWNER.

§ 3.3.11 CONTRACTOR shall engage workers who are skilled in performing the WORK, and all WORK shall be performed with care and skill and in a good workmanlike manner under the full-time supervision of an approved engineer or foreman. CONTRACTOR shall be liable for all property damage, including repairs and replacements of the WORK and economics losses, which proximately result from the breach of this duty. CONTRACTOR shall advise ARCHITECT:

- a) if a specified product deviates from good construction practices;
- b) if following the Specifications will affect any warranties; or
- c) any objections which CONTRACTOR may have to the Specifications.

Nothing contained in Subparagraph 1.1.3 shall alter the responsibilities established in this Subparagraph.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the CONTRACTOR shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the WORK, whether temporary or permanent and whether or not incorporated or to be incorporated in the WORK.

§ 3.4.2 The CONTRACTOR may make substitutions only with the consent of the OWNER, after evaluation by the ARCHITECT and in accordance with a Change Order. By making requests for substitutions based on Subparagraph 3.4.2 CONTRACTOR:

- .1 represents that CONTRACTOR has personally investigated the proposed substitute products and determined that it is equal or superior in all respects to that specified.
- .2 represents that CONTRACTOR will provide the same warranty for the substitution as CONTRACTOR would for that specified.
- .3 certifies that the cost data presented is complete and includes all related costs under this Contract except Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
- .4 will coordinate the installation of the accepted substitute, making such changes as may be required for the WORK to be complete in all respects.

§ 3.4.3 The CONTRACTOR shall enforce strict discipline and good order among the CONTRACTOR's employees and other persons carrying out the Contract. The CONTRACTOR shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. CONTRACTOR shall also be responsible for labor peace on the Project and shall at all times make its best efforts and judgments as an experienced CONTRACTOR to adopt and implement policies and practices designed to avoid WORK stoppages, slowdowns, disputes, or strikes where reasonably possible and practical under the circumstances and shall at all times maintain Project-wide labor harmony. Except as specifically provided in Subparagraph 8.3.1 hereof, CONTRACTOR shall be liable to OWNER for all damages suffered by OWNER occurring as a result of WORK stoppages, slowdowns, disputes, or strikes.

§ 3.4.4 Materials shall conform to manufacturer's standards in effect at the date of execution of this Agreement and shall be installed in strict accordance with manufacturer's directions. CONTRACTOR shall, if required by OWNER or ARCHITECT, furnish satisfactory evidence as to the kind and quality of any materials. All packaged materials shall be shipped to the site in the original containers clearly labeled, and delivery slips shall be submitted with bulk materials identifying thereon the source, and warranting quality and compliance with Contract Documents.

§ 3.4.5 When the Contract Documents require the WORK, or any part of same, to be above the standards required by applicable laws, ordinances, rules, and regulations, and other statutory provisions pertaining to the WORK, such WORK shall be performed and completed by CONTRACTOR in accordance with the Contract Documents.

§ 3.4.6 When the manufacturer's name, patent number, underwriter's labels, model numbers, or similar identifying marks are required, such markings shall be located as inconspicuously as possible.

§ 3.5 WARRANTY

§ 3.5.1 The CONTRACTOR warrants to the OWNER and ARCHITECT that materials and equipment furnished under the Contract will be of the best quality in accordance with the Specifications and shall be new unless otherwise required or permitted by the Contract Documents; that the WORK will be free from faults and defects, and that the WORK will conform to the requirements of the Contract Documents. WORK not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the ARCHITECT, the CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 ALL WARRANTIES SHALL INCLUDE LABOR AND MATERIALS AND THE MANUFACTURER'S WARRANTY SHALL BE SIGNED BY SUBCONTRACTOR AND COUNTERSIGNED BY CONTRACTOR. ALL WARRANTIES SHALL BE ADDRESSED TO OWNER AND DELIVERED TO ARCHITECT UPON COMPLETION OF THE WORK AND BEFORE OR WITH THE SUBMISSION OF REQUEST FOR FINAL PAYMENT.

§3.5.3 CONTRACTOR shall issue in writing to OWNER as a condition precedent to final payment a 'general warranty' reflecting the terms and conditions of this Paragraph 3.5 for all WORK under the Contract.

§3.5.4 The warranties provided in Paragraph 3.5.1 shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents, and such warranty shall be interpreted to require CONTRACTOR to replace defective materials and equipment and re-execute defective WORK which is disclosed to the CONTRACTOR by the OWNER within a period of one (1) year after final completion of the entire WORK unless a longer warranty time is specifically called for in the specifications.

The CONTRACTOR shall assign all components, equipment and fixture warranties to the OWNER and will deliver all manuals to the OWNER at the completion of construction.

§3.5.5 Except when a longer warranty time is specifically called for in the Specification Sections or is otherwise provided by law, the General Warranty shall be for twelve (12) months and shall be in form and content otherwise satisfactory to OWNER.

§3.5.6 Warranties shall become effective on a date established by OWNER and ARCHITECT in accordance with the Contract Documents. This date shall be the Date of Substantial Completion of the entire WORK, unless otherwise provided in any Certificate of Partial Substantial Completion approved by the parties.

§3.5.7 If ARCHITECT considers it impractical, because of unsuitable test conditions or some other factors, to execute simultaneous final acceptance of all equipment, portions of the installation may be certified by ARCHITECT for final acceptance, subject to OWNER's approval, when that portion of the system is complete and ready for operation as called for under Subparagraph 9.8.1

§3.5.8 CONTRACTOR shall warrant for a period of twelve (12) months that the building(s) shall be watertight and leak proof at every point and in every area, except where leaks can be attributed to damage to the building(s) by external forces beyond Contractor's control. CONTRACTOR shall, immediately upon notification by OWNER of water penetration, determine the source of water penetration and, at its own expense, do any WORK necessary to make the building(s) watertight. CONTRACTOR shall also, at its own expense, repair or replace any other damaged material, finishes, and furnishings, damaged as a result of this water penetration, to return the building(s) to its (their) original condition.

§3.5.9 In addition to the foregoing stipulations, CONTRACTOR shall comply with all other warranties referred to in any portions of the Contract Documents or otherwise provided by law or in equity, and where warranties overlap, the more stringent requirements shall govern.

§3.5.10 If for any reason CONTRACTOR cannot warrant any part of the WORK using material or construction methods that have been specified, or shown, it shall notify OWNER and ARCHITECT in writing before the Contract is signed, giving reasons, together with the name of product and data on a substitution it can warrant.

§ 3.6 TAXES

§3.6.1 The CONTRACTOR shall pay sales, consumer, use and similar taxes for the WORK provided by the CONTRACTOR which are legally enacted.

§ 3.7 PERMITS, FEES AND NOTICES

§3.7.1 The CONTRACTOR shall be responsible for making and submitting application for the building permits. The OWNER shall pay the municipality directly for the building permit and all other development "impact" fees, if any. The CONTRACTOR shall continue to be responsible for payment of other permits, governmental fees, licenses, and inspections and other consents for general construction including, without limitation, street opening, sidewalk, and other obstructions, access over public ways and storage necessary for proper execution of the Contract and which are legally required when bids are received.

The CONTRACTOR shall also obtain all permits and approvals, and pay all fees and expenses, if any, associated with National Pollutant Discharge Elimination System (NPDES) regulations administered by the Environmental Protection Agency (EPA) and State and local authorities, if applicable, that require completion of documentation and/or acquisition of all permits for the Project. CONTRACTOR's obligations under this paragraph do not require it

to perform engineering services during the preconstruction phase to prepare proper drainage for the construction sites. However, any drainage alterations made by CONTRACTOR during the construction process which modifies the original site drainage plan and requires the issuance of a permit shall be at CONTRACTOR's sole cost.

§ 3.7.2 The CONTRACTOR shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders and all other requirements of public authorities applicable to performance of the WORK.

§ 3.7.3 Subject to the other terms and conditions of these Supplementary General Conditions in general and Subparagraph 1.2.2., 1.2.3, and 3.2.2 in particular, it is not the CONTRACTOR's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations unless such laws, statutes, ordinances, building codes, and rules and regulations bear upon the performance of the WORK. However, if the CONTRACTOR observes that portions of the Contract Documents are at variance therewith, the CONTRACTOR shall promptly notify the ARCHITECT and OWNER in writing, and necessary changes shall be accomplished by appropriate Modification.

§ 3.7.4 If the CONTRACTOR performs WORK (including, without limitation, the installation of any materials or equipment) that it knows or reasonably should have known would be contrary to laws, statutes, ordinances, building codes, and rules and regulations, the CONTRACTOR shall assume appropriate responsibility for such WORK and shall bear the costs attributable to correction.

§ 3.8 ALLOWANCES

§ 3.8.1 The CONTRACTOR shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the OWNER may direct, but the CONTRACTOR shall not be required to employ persons or entities to whom the CONTRACTOR has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents:

- .1 allowances shall cover the cost to the CONTRACTOR of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 CONTRACTOR's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances;
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in CONTRACTOR's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the OWNER in sufficient time to avoid delay in the WORK.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The CONTRACTOR shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the WORK. The superintendent shall represent the CONTRACTOR, and communications given to the superintendent shall be as binding as if given to the CONTRACTOR. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The CONTRACTOR, promptly after being awarded the Contract, shall prepare and submit for the OWNER's and ARCHITECT's review and approval the CONTRACTOR's construction schedule for the WORK. The schedule shall not exceed time limits current under the Contract Documents, shall be revised as required herein and at appropriate intervals as required by the conditions of the WORK and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the WORK. The schedule shall indicate the proposed starting and completion dates for the various execution of the WORK as well as the totality of the WORK. The schedule shall be updated every thirty (30) days and submitted to ARCHITECT with CONTRACTOR's Applications for Payment. Each schedule shall contain a comparison of actual progress with the estimated progress for such point in time stated in the original schedule. If

any schedule submitted sets such a date for Substantial Completion for the WORK or any phase of the WORK beyond the date(s) of Substantial Completion established in the Contract (as the same may be extended as provided in the Contract Documents), then CONTRACTOR shall submit to ARCHITECT and OWNER for their review and approval a narrative description of the means and methods that CONTRACTOR intends to employ to expedite the progress of the WORK to ensure timely completion of the various phases of the WORK as well as the totality of the WORK. To ensure such timely completion, Contractor shall take all necessary action including, without limitation, increasing the number of personnel and labor on the Project and implementing overtime and double shifts. In that event, CONTRACTOR shall not be entitled to an adjustment in the Contract Sum or the schedule.

§ 3.10.2 The CONTRACTOR shall prepare and keep current, for the ARCHITECT's approval, a schedule of submittals which is coordinated with the CONTRACTOR's construction schedule and allows the ARCHITECT reasonable time to review submittals.

§ 3.10.3 The CONTRACTOR shall perform the WORK in general accordance with the most recent schedules submitted to the OWNER and ARCHITECT.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

§ 3.11.1 The CONTRACTOR shall maintain at the site for the OWNER one record copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record field changes and selections made during construction, and one record copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the ARCHITECT and shall be delivered to the ARCHITECT for submittal to the OWNER upon completion of the WORK.

§ 3.11.2 At the Date of Substantial Completion and as a condition precedent to final payment, CONTRACTOR shall furnish the following documents to ARCHITECT for submittal to OWNER: Record Drawings, showing the field changes and selections (all changes and selections to be approved by OWNER and ARCHITECT in advance) affecting the general construction, mechanical, electrical, plumbing, and all other WORK, and indicating the WORK as actually installed. These shall consist of carefully drawn markings on a set of reproducible prints or ARCHITECT's Drawings obtained and paid for by CONTRACTOR. CONTRACTOR shall maintain at the job site one (1) set of ARCHITECT's Drawings and indicate thereon each field change as it occurs.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the WORK by the CONTRACTOR or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the WORK.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the CONTRACTOR to illustrate materials or equipment for some portion of the WORK.

§ 3.12.3 Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the WORK will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the WORK for which submittals are required by the Contract Documents the way by which the CONTRACTOR proposes to conform to the information given and the design concept expressed in the Contract Documents. Review by the ARCHITECT is subject to the limitations of Section 4.2.7. Informational submittals upon which the ARCHITECT is not expected to take responsive action may be so identified in the Contract Documents. Submittals which are not required by the Contract Documents may be returned by the ARCHITECT without action.

§ 3.12.5 The CONTRACTOR shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the WORK or in the activities of the OWNER or of separate contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the CONTRACTOR may be returned by the ARCHITECT without action.

§ 3.12.6 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the CONTRACTOR represents that the CONTRACTOR has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the WORK and of the Contract Documents.

§ 3.12.7 The CONTRACTOR shall perform no portion of the WORK for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the ARCHITECT.

§ 3.12.8 The WORK shall be in accordance with approved submittals except that the CONTRACTOR shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the ARCHITECT's approval of Shop Drawings, Product Data, Samples or similar submittals unless the CONTRACTOR has specifically informed the ARCHITECT in writing of such deviation at the time of submittal and (1) the ARCHITECT has given written approval to the specific deviation as a minor change in the WORK, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The CONTRACTOR shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the ARCHITECT's approval thereof.

§ 3.12.9 The CONTRACTOR shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the ARCHITECT on previous submittals. In the absence of such written notice the ARCHITECT's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The CONTRACTOR shall not be required to provide professional services which constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the WORK or unless the CONTRACTOR needs to provide such services in order to carry out the CONTRACTOR's responsibilities for construction means, methods, techniques, sequences and procedures. The CONTRACTOR shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the CONTRACTOR by the Contract Documents, the OWNER and the ARCHITECT will specify all performance and design criteria that such services must satisfy. The CONTRACTOR shall cause such services or certifications to be provided by a properly licensed design professional, and who shall comply with requirements of OWNER regarding qualifications and insurance, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the WORK designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the ARCHITECT. The OWNER and the ARCHITECT shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided the OWNER and ARCHITECT have specified to the CONTRACTOR all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the ARCHITECT will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The CONTRACTOR shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

§ 3.13 USE OF SITE

§ 3.13.1 The CONTRACTOR shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The CONTRACTOR shall be responsible for cutting, fitting or patching required to complete the WORK or to make its parts fit together properly.

§ 3.14.2 The CONTRACTOR shall not damage or endanger a portion of the WORK or fully or partially completed construction of the OWNER or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The CONTRACTOR shall not cut or otherwise alter such construction by the OWNER or a separate contractor except with written consent of the OWNER and of such separate contractor; such consent shall not be

unreasonably withheld. The CONTRACTOR shall not unreasonably withhold from the OWNER or a separate contractor the CONTRACTOR's consent to cutting or otherwise altering the WORK.

§ 3.15 CLEANING UP

§ 3.15.1 The CONTRACTOR shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the WORK, the CONTRACTOR shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.

§ 3.15.2 If the CONTRACTOR fails to clean up as provided in the Contract Documents, the OWNER may do so and the cost thereof shall be charged to the CONTRACTOR.

§ 3.16 ACCESS TO WORK

§ 3.16.1 The CONTRACTOR shall provide the OWNER and ARCHITECT access to the WORK in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

§ 3.17.1 The CONTRACTOR shall pay all royalties and license fees. The CONTRACTOR shall defend suits or claims for infringement of copyrights and patent rights and shall hold the OWNER and ARCHITECT harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the OWNER or ARCHITECT. However, if the CONTRACTOR has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the CONTRACTOR shall be responsible for such loss unless such information is promptly furnished to the ARCHITECT.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend and hold harmless OWNER, the Commissioners' Court of OWNER, all elected officials, employees and agents of OWNER of any of the above mentioned parties (the "INDEMNIFIED PARTIES") from and against any and all loss, cost, expense, damage, injury, liability, claim, demand, penalty, or cause of action (including attorney's fees), directly or indirectly arising out of, resulting from, or related to (in whole or in part), (1) the WORK performed hereunder, (2) the Contract, or (3) the act of omission of CONTRACTOR, a Subcontractor, or an individual, partnership, joint venture, or corporation (a) directly or indirectly employed by CONTRACTOR or a Subcontractor, (b) for whose acts or omissions CONTRACTOR or a Subcontractor may be liable (excluding property damage to the WORK itself, covered by OWNER's all-risk builder's risk insurance, subject to CONTRACTOR's liability for any deductible amounts there under). The obligations of CONTRACTOR under this indemnification shall apply to all matters except those arising solely from the wanton and willful negligence or the malicious acts or omissions of OWNER. Further, the obligations of CONTRACTOR under this indemnification shall not extend to the liability of ARCHITECT, its agents, or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs, or Specifications, (2) the giving of or failure to give directions of instructions by ARCHITECT, its agents, or employees, provided such giving or failure to give is the primary cause of the injury or damage, or (3) any matter prohibited by Section 130.002, Texas Civil Practice and Remedies Code. CONTRACTOR shall promptly advise OWNER in writing of any action, administrative or legal proceeding, or investigation as to which this indemnification may apply, and CONTRACTOR, at Contractor's expense, shall assume on behalf of OWNER and conduct with due diligence and in good faith the defense thereof with counsel satisfactory to OWNER, provided, OWNER shall have the right to be represented therein by advisory counsel of its own selection and at its own expense; and provided further, that if the defendants, in any such action, include both CONTRACTOR and OWNER, and OWNER shall have reasonably concluded that there may be legal defenses available to it that are different from, in addition to, or inconsistent with, those available to CONTRACTOR, then OWNER shall have the right to select separate counsel to participate in the defense of such action on its own behalf at CONTRACTOR's expense. In the event of failure by CONTRACTOR to fully perform in accordance with this indemnification paragraph, OWNER, at its option, and without relieving CONTRACTOR of its obligations hereunder, may so perform, but all costs and expenses so incurred by OWNER in that event shall be reimbursed by CONTRACTOR to OWNER, together with interest on the same from the date any such expense was paid by OWNER until reimbursed by CONTRACTOR, at the rate of interest provided to be paid on judgments, by the law of the jurisdiction to which the interpretation of the Contract is subject. The obligations of CONTRACTOR under

this Section shall survive the expiration of the Contract and specifically shall survive the limitations contained in Subsection 4.3.5 hereof.

ARTICLE 4 ADMINISTRATION OF THE CONTRACT

§ 4.1 ARCHITECT

§ 4.1.1 The ARCHITECT is the person lawfully licensed to practice architecture or an entity lawfully practicing architecture identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "ARCHITECT" means the ARCHITECT or the Architect's authorized representative.

§ 4.1.2 Duties, responsibilities and limitations of authority of the ARCHITECT as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the OWNER, CONTRACTOR and ARCHITECT. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the ARCHITECT is terminated, the OWNER shall employ a new ARCHITECT against whom the CONTRACTOR has no reasonable objection and whose status under the Contract Documents shall be that of the former ARCHITECT.

§ 4.2 ARCHITECT'S ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The ARCHITECT will provide administration of the Contract as described in the Contract Documents, and will be an Owner's representative (1) during construction, (2) until final payment is due and (3) with the Owner's concurrence, from time to time during the one-year period for correction of WORK described in Section 12.2. The ARCHITECT will have authority to act on behalf of the OWNER only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 4.2.2 The ARCHITECT, as a representative of the OWNER, will visit the site at intervals appropriate to the stage of the CONTRACTOR's operations (1) to become generally familiar with and to keep the OWNER informed about the progress and quality of the portion of the WORK completed, (2) to endeavor to guard the OWNER against defects and deficiencies in the WORK, and (3) to determine in general if the WORK is being performed in a manner indicating that the WORK, when fully completed, will be in accordance with the Contract Documents. However, the ARCHITECT will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the WORK. The ARCHITECT will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the WORK, since these are solely the CONTRACTOR's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 The ARCHITECT shall not have control over or charge of and shall not be responsible for safety precautions and programs in connection with the WORK. ARCHITECT shall be responsible for promptly notifying CONTRACTOR of the failure of CONTRACTOR, Subcontractors or any other persons performing any of the WORK, in failing to use proper construction means, methods, techniques, sequences, procedures, safety precautions and programs, but only to the extent ARCHITECT becomes aware of, or should, exercising due professional diligence, be aware of same. ARCHITECT shall also promptly notify OWNER in writing of the failure of any of the foregoing parties to carry out the WORK in accordance with the Contract Documents..

§ 4.2.4 Communications Facilitating Contract Administration. Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the OWNER and CONTRACTOR shall endeavor to communicate with each other through the ARCHITECT about matters arising out of or relating to the Contract. Communications by and with the ARCHITECT's consultants shall be through the ARCHITECT. Communications by and with Subcontractors and material suppliers shall be through the CONTRACTOR. Communications by and with separate contractors shall be through the OWNER.

§ 4.2.5 Based on the ARCHITECT's evaluations of the Contractor's Applications for Payment, the ARCHITECT will review and certify the amounts due the CONTRACTOR and will issue Certificates for Payment in such amounts.

§ 4.2.6 The ARCHITECT will have authority and the responsibility to reject WORK that does not conform to the Contract Documents. Whenever the ARCHITECT considers it necessary or advisable, the ARCHITECT will have authority to require inspection or testing of the WORK in accordance with Sections 13.5.2 and 13.5.3, whether or

not such WORK is fabricated, installed or completed. However, neither this authority of the ARCHITECT nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the ARCHITECT to the CONTRACTOR, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the WORK.

§ 4.2.7 The ARCHITECT will review and approve or reject or take other appropriate action upon the CONTRACTOR's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The ARCHITECT's action will be taken with such reasonable promptness as to cause no delay in the WORK or in the activities of the OWNER, CONTRACTOR or separate contractors, while allowing sufficient time in the ARCHITECT's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the CONTRACTOR as required by the Contract Documents. The ARCHITECT's review of the CONTRACTOR's submittals shall not relieve the CONTRACTOR of the obligations under Sections 3.3, 3.5 and 3.12. The ARCHITECT's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the ARCHITECT, of any construction means, methods, techniques, sequences or procedures. The ARCHITECT's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The ARCHITECT will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the WORK as provided in Section 7.4.

§ 4.2.9 The ARCHITECT will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, will receive and forward to the OWNER, for the OWNER's review and records, written warranties and related documents required by the Contract and assembled by the CONTRACTOR, and will issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

§ 4.2.10 If the OWNER and ARCHITECT agree, the ARCHITECT will provide one or more project representatives to assist in carrying out the ARCHITECT's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The ARCHITECT will interpret and decide matters concerning performance under and requirements of, the Contract Documents on written request of either the OWNER or CONTRACTOR. The ARCHITECT's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If no agreement is made concerning the time within which interpretations required of the ARCHITECT shall be furnished in compliance with this Section 4.2, then delay shall not be recognized on account of failure by the ARCHITECT to furnish such interpretations until 15 days after written request is made for them.

§ 4.2.12 Interpretations and decisions of the ARCHITECT will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and initial decisions, the ARCHITECT will endeavor to secure faithful performance by both OWNER and CONTRACTOR, will not show partiality to either and will not be liable for results of interpretations or decisions so rendered in good faith.

§ 4.3 CLAIMS AND DISPUTES

§ 4.3.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the OWNER and CONTRACTOR arising out of or relating to the Contract. Claims must be initiated by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 4.3.2 Time Limits on Claims. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the ARCHITECT and the other party. Said written

notice of Claims shall state specifically the reason for the Claim, the date or dates of the cause of causes or the Claim, and if any extension of time is requested, the number of days of extension requested.

§ 4.3.3 Continuing Contract Performance. Pending final resolution of a Claim except as otherwise agreed in writing or as provided in Section 9.7.1 and Article 14, the CONTRACTOR shall proceed diligently with performance of the Contract and the OWNER shall continue to make payments in accordance with the Contract Documents.

§ 4.3.4 Claims for Concealed or Unknown Conditions. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The ARCHITECT will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the WORK, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the ARCHITECT determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the ARCHITECT shall so notify the OWNER and CONTRACTOR in writing, stating the reasons. Claims by either party in opposition to such determination must be made within 21 days after the ARCHITECT has given notice of the decision. If the conditions encountered are materially different, the Contract Sum and Contract Time shall be equitably adjusted, but if the OWNER and CONTRACTOR cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the ARCHITECT for initial determination, subject to further proceedings pursuant to Section 4.4. No adjustment in the Contract Time or Contract Sum shall be permitted, however, in connection with a concealed or unknown condition that does not differ materially from those conditions disclosed or that reasonably should have been disclosed by CONTRACTOR's (i) prior inspection, tests, reviews, and preconstruction services for the Project, or (ii) inspections, tests, reviews, and preconstruction services that CONTRACTOR had the opportunity to make or should have performed in connection with the Project.

§ 4.3.5 Claims for Additional Cost. If the CONTRACTOR wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the WORK. Said notice shall itemize all claims and shall contain sufficient detail substantiating data to permit evaluation of same by OWNER and ARCHITECT. No such claims shall be of value unless so made. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.6.

§ 4.3.6 If the CONTRACTOR believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the ARCHITECT, (2) an order by the OWNER to stop the WORK where the CONTRACTOR was not at fault, (3) a written order for a minor change in the WORK issued by the ARCHITECT, (4) failure of payment by the OWNER, (5) termination of the Contract by the OWNER, (6) OWNER's suspension or (7) other reasonable grounds, Claim shall be filed in accordance with this Section 4.3.

§ 4.3.7 Claims for Additional Time

§ 4.3.7.1 If the CONTRACTOR wishes to make Claim for an increase in the Contract Time, written notice as provided herein shall be given. The CONTRACTOR's Claim shall include an estimate of cost and of probable effect of delay on progress of the WORK. In the case of a continuing delay only one Claim is necessary.

§ 4.3.7.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction. Extensions of time may be requested for any month of construction for days lost due to adverse weather in excess of the normally expected lost time; provided however, if ARCHITECT determines that the seasonal average of adverse weather days during construction is less than would be normally expected, no Change Order shall be issued and the request for extension of time shall be denied.

§ 4.3.8 Injury or Damage to Person or Property. If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within

a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 4.3.9 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of WORK proposed will cause substantial inequity to the OWNER or CONTRACTOR, the applicable unit prices shall be equitably adjusted.

§ 4.3.10 CONTRACTOR shall not be entitled to claims for additional time and/or increase in Contract price due to a problem or no-performance of a Subcontractor.

§ 4.4 RESOLUTION OF CLAIMS AND DISPUTES

§ 4.4.1 Decision of ARCHITECT. Claims, including those alleging an error or omission by the ARCHITECT but excluding those arising under Sections 10.3 through 10.5, shall be referred initially to the ARCHITECT for decision. An initial decision by the ARCHITECT shall be required as a condition precedent to mediation, arbitration or litigation of all Claims between the CONTRACTOR and OWNER arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the ARCHITECT with no decision having been rendered by the ARCHITECT. The ARCHITECT will not decide disputes between the CONTRACTOR and persons or entities other than the OWNER.

§ 4.4.2 The ARCHITECT will review Claims and within ten (10) days of the receipt of the Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim in whole or in part, (4) suggest a compromise, or (5) advise the parties that the ARCHITECT is unable to resolve the Claim if the ARCHITECT lacks sufficient information to evaluate the merits of the Claim or if the ARCHITECT concludes that, in the ARCHITECT's sole discretion, it would be inappropriate for the ARCHITECT to resolve the Claim.

§ 4.4.3 In evaluating Claims, the ARCHITECT may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the ARCHITECT in rendering a decision. The ARCHITECT may request the OWNER to authorize retention of such persons at the OWNER's expense.

§ 4.4.4 If the ARCHITECT requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten (10) days after receipt of such request, and shall either provide a response on the requested supporting data, advise the ARCHITECT when the response or supporting data will be furnished or advise the ARCHITECT that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the ARCHITECT will either reject or approve the Claim in whole or in part.

§ 4.4.5 The ARCHITECT will approve or reject Claims by written decision, which shall state the reasons therefor and which shall notify the parties of any change in the Contract Sum or Contract Time or both. The approval or rejection of a Claim by the ARCHITECT shall be final and binding on the parties but subject to mediation and arbitration.

§ 4.4.7 Upon receipt of a Claim against the CONTRACTOR or at any time thereafter, the ARCHITECT or the OWNER may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a CONTRACTOR's default, the ARCHITECT or the OWNER may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the CONTRACTOR to perform a portion of the WORK at the site or to otherwise furnish labor, material, or other services with respect to a portion of the WORK. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the WORK at the site or to otherwise furnish labor, material, or other services with respect to a portion of the WORK. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the CONTRACTOR, as soon as practicable after award of the Contract, shall furnish in writing to the OWNER through the ARCHITECT the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the WORK. The ARCHITECT will promptly reply to the CONTRACTOR in writing stating whether or not the OWNER or the ARCHITECT, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the OWNER or ARCHITECT to reply promptly shall constitute notice of no reasonable objection.

§ 5.2.2 The CONTRACTOR shall not contract with a proposed person or entity to whom the OWNER or ARCHITECT has made reasonable and timely objection. The CONTRACTOR shall not be required to contract with anyone to whom the CONTRACTOR has made reasonable objection.

§ 5.2.3 If the OWNER or ARCHITECT has reasonable objection to a person or entity proposed by the CONTRACTOR, the CONTRACTOR shall propose another to whom the OWNER or ARCHITECT has no reasonable objection.

§ 5.2.4 The CONTRACTOR shall change a Subcontractor, person or entity previously selected if the OWNER or ARCHITECT makes reasonable objection to such substitute.

§ 5.3 SUBCONTRACTUAL RELATIONS

§ 5.3.1 By appropriate written agreement, the CONTRACTOR shall require each Subcontractor, to the extent of the WORK to be performed by the Subcontractor, to be bound to the CONTRACTOR by terms of the Contract Documents, and to assume toward the CONTRACTOR all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the CONTRACTOR, by these Documents, assumes toward the OWNER and ARCHITECT. Each subcontract agreement shall preserve and protect the rights of the OWNER and ARCHITECT under the Contract Documents with respect to the WORK to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the CONTRACTOR that the CONTRACTOR, by the Contract Documents, has against the OWNER. Where appropriate, the CONTRACTOR shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.3.2 All subcontracts shall be in written form and shall specifically provide that OWNER is an intended third-party beneficiary of the subcontract.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the WORK is assigned by the CONTRACTOR to the OWNER provided that:

- .1 assignment is effective only after termination of the Contract by the OWNER for cause pursuant to Section 14.2 and only for those subcontract agreements which the OWNER accepts by notifying the Subcontractor and CONTRACTOR in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

§ 5.4.2 Upon such assignment, if the WORK has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.5 CONTRACTOR shall promptly notify OWNER and ARCHITECT of any material defaults by any Subcontractor. Notwithstanding any provision contained in Article 5 to the contrary, it is hereby acknowledged and agreed that OWNER has in no way agreed expressly or implicitly, nor will OWNER agree, to allow any Subcontractor or other materialman or workman employed by CONTRACTOR the right to obtain a personal judgment or to create a lien against OWNER for the amount due from the CONTRACTOR.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The OWNER reserves the right to perform construction or operations related to the Project with the OWNER's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the CONTRACTOR claims that delay or additional cost is involved because of such action by the OWNER, the CONTRACTOR shall make such Claim as provided in Section 4.3.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "CONTRACTOR" in the Contract Documents in each case shall mean the CONTRACTOR who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The OWNER shall provide for coordination of the activities of the OWNER's own forces and of each separate contractor with the WORK of the CONTRACTOR, who shall cooperate with them. The CONTRACTOR shall participate with other separate contractors and the OWNER in reviewing their construction schedules when directed to do so. The CONTRACTOR shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the CONTRACTOR, separate contractors and the OWNER until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the OWNER performs construction or operations related to the Project with the OWNER's own forces, the OWNER shall be deemed to be subject to the same obligations and to have the same rights which apply to the CONTRACTOR under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The CONTRACTOR shall afford the OWNER and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the CONTRACTOR's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the CONTRACTOR's WORK depends for proper execution or results upon construction or operations by the OWNER or a separate contractor, the CONTRACTOR shall, prior to proceeding with that portion of the WORK, promptly report to the ARCHITECT apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the CONTRACTOR so to report shall constitute an acknowledgment that the OWNER's or separate contractor's completed or partially completed construction is fit and proper to receive the CONTRACTOR's WORK, except as to defects not then reasonably discoverable.

§ 6.2.3 The OWNER shall be reimbursed by the CONTRACTOR for costs incurred by the OWNER which are payable to a separate contractor because of delays, improperly timed activities or defective construction of the CONTRACTOR.

§ 6.2.4 The CONTRACTOR shall promptly remedy damage caused by the CONTRACTOR to completed or partially completed construction or to property of the OWNER or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The OWNER and each separate contractor shall have the same responsibilities for cutting and patching as are described for the CONTRACTOR in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

§ 6.3.1 If a dispute arises among the CONTRACTOR, separate contractors and the OWNER as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the OWNER may clean up and the ARCHITECT will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the WORK may be accomplished after execution of the Contract, and without invalidating the Contract, only by Change Order, Construction Change Directive or order for a minor change in the WORK, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the OWNER, CONTRACTOR and ARCHITECT; a Construction Change Directive requires agreement by the OWNER and ARCHITECT and may or may not be agreed to by the CONTRACTOR; an order for a minor change in the WORK may be issued by the ARCHITECT and is subject to the approval of OWNER.

§ 7.1.3 Changes in the WORK shall be performed under applicable provisions of the Contract Documents, and the CONTRACTOR shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the WORK. Except as permitted in Paragraph 7.3 and subparagraph 9.7.2, a change in the Contract Sum or the contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alteration of additions to the WORK and no claim that OWNER has been unjustly enriched by an alteration of or addition to the WORK, whether or not there is, in fact, any unjust enrichment to the WORK, shall be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the ARCHITECT and signed by the OWNER, CONTRACTOR and ARCHITECT, stating their agreement upon all of the following:

- .1 change in the WORK;
- .2 the amount of the adjustment, if any, in the Contract Sum; and
- .3 the extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 Methods used in determining adjustments to the Contract Sum may include those listed in Section 7.3.3.

§ 7.2.3 Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the WORK that is the subject of the Change Order, including, but not limited to, all direct and indirect cost associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

§ 7.2.4 CONTRACTOR shall keep and periodically submit to OWNER copies of a log for all Change Orders.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the ARCHITECT and signed by the OWNER and ARCHITECT, directing a change in the WORK prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The OWNER may by Construction Change Directive, without invalidating the Contract, order changes in the WORK within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly. CONTRACTOR shall keep and periodically submit to OWNER copies of a log for all Construction Change Directives and a log for all requests for information.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 unit prices stated in the Contract Documents or subsequently agreed upon;

- .3 cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 as provided in Section 7.3.6.

§ 7.3.4 Upon receipt of a Construction Change Directive, the CONTRACTOR shall promptly proceed with the change in the WORK involved and advise the ARCHITECT of the CONTRACTOR's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.5 A Construction Change Directive signed by the CONTRACTOR indicates the agreement of the CONTRACTOR therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.6 If the CONTRACTOR does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the ARCHITECT on the basis of reasonable expenditures and savings of those performing the WORK attributable to the change, including, in case of an increase in the Contract Sum, a reasonable allowance for overhead and profit not to exceed a total maximum of fifteen percent (15%) for all WORK done by CONTRACTOR's employees and ten (10%) of such WORK's actual cost to be apportioned between any and all Subcontractors and Sub-subcontractors. In such case, and also under Section 7.3.3.3, the CONTRACTOR shall keep and present, in such form as the ARCHITECT may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.6 shall be limited to the following:

- .1 costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 rental costs of machinery and equipment, exclusive of hand tools, whether rented from the CONTRACTOR or others;
- .4 costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the WORK; and
- .5 additional costs of supervision and field office personnel directly attributable to the change.

Actual cost does not include any item that could be deemed to be a general conditions cost or overhead, such as, but not limited to, the cost of CONTRACTOR and Subcontractor supervisory personnel assigned to the WORK, and field office and related expenses.

§ 7.3.7 The amount of credit to be allowed by the CONTRACTOR to the OWNER for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the ARCHITECT. When both additions and credits covering related WORK or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.8 Pending final determination of the total cost of a Construction Change Directive to the OWNER, amounts not in dispute for such changes in the WORK shall be included in Applications for Payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs. For any portion of such cost that remains in dispute, the ARCHITECT will make an interim determination for purposes of monthly certification for payment for those costs. That determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a claim in accordance with Article 4.

§ 7.3.9 When the OWNER and CONTRACTOR agree with the determination made by the ARCHITECT concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.

§ 7.4 MINOR CHANGES IN THE WORK

§ 7.4.1 The ARCHITECT will have authority after having obtain OWNER'S approval to order minor changes in the WORK not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with

the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the OWNER and CONTRACTOR. The CONTRACTOR shall carry out such written orders promptly.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the WORK.

§ 8.1.1.1 The WORK shall be fully completed within the time limit and/or date stated in the Contract between OWNER and CONTRACTOR.

§ 8.1.1.1.2 Liquidated Damages: If CONTRACTOR shall fail to fully complete the WORK within the stated time (subject however to extension of time duly granted in the manner and for the causes specified in the General Conditions), CONTRACTOR shall be charged by and shall pay to OWNER, as liquidated damages, the sum of \$1,000.00 (One Thousand Dollars) per calendar day for each calendar day that the WORK remains incomplete beyond the time fixed for the completion. CONTRACTOR hereby agrees that from the nature of the project it would be impracticable and extremely difficult to fix the actual damage that would or will be suffered in the event that CONTRACTOR should fail to fully complete the WORK by the time limit or date stated and the amount of the liquidated damages are fair and reasonable. The parties agree that the liquidated damages are a reasonable forecast of just compensation for the harm done to OWNER that would be caused by CONTRACTOR's failure to timely complete the WORK. CONTRACTOR agrees that the amount of liquidated damages due OWNER may be deducted by OWNER from any moneys that might otherwise be or become payable to CONTRACTOR.

§ 8.1.2 The date of commencement of the WORK is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the ARCHITECT in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence. By executing the Agreement the CONTRACTOR confirms that the Contract Time is a reasonable period for performing the WORK.

§ 8.2.2 The CONTRACTOR shall not knowingly, except by agreement or instruction of the OWNER in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the CONTRACTOR and OWNER. The date of commencement of the WORK shall not be changed by the effective date of such insurance. Unless the date of commencement is established by the Contract Documents or a notice to proceed given by the OWNER, the CONTRACTOR shall notify the OWNER in writing not less than five (5) days or other agreed period before commencing the WORK to permit the timely filing of mortgages, mechanic's liens and other security interests.

§ 8.2.3 The CONTRACTOR shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the CONTRACTOR is delayed at any time in the commencement or progress of the WORK by an act or neglect of the OWNER or ARCHITECT, or of an employee of either, or of a separate contractor employed by the OWNER, or by changes ordered in the WORK, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the CONTRACTOR's control, or by delay authorized by the OWNER pending mediation and arbitration, or by other causes which the ARCHITECT determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the ARCHITECT may determine; provided however, that such extension of Contract Time shall be net of any delays caused by or due to the fault or negligence of CONTRACTOR or that are otherwise the responsibility of CONTRACTOR and shall also be net of any contingency or 'float' time allowance included in Contractor's construction schedule. CONTRACTOR shall, in the event of any occurrence likely to cause a delay, cooperate in good faith with ARCHITECT and OWNER to

minimize and mitigate the impact of any such occurrence and do all things reasonable under circumstances to achieve this goal.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Section 4.3.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents. CONTRACTOR shall not be entitled to damages of any type for delays caused by OWNER, his servants, agents, employees, or separate contractors hired or retained by OWNER. CONTRACTOR may receive an extension or extensions, for additional time in which to complete the Contract but shall not receive any damages of any type for such delays. Changes in the WORK, regardless of the extent or number of such Changes or OWNER's exercise of any of its remedies of suspension of the WORK or requirement of correction or re-execution of any defective WORK, shall not under any circumstances be construed as intentional interference with Contractor's performance of the WORK.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the OWNER to the Contractor for performance of the WORK under the Contract Documents.

§ 9.2 SCHEDULE OF VALUES

§ 9.2.1 Before the first Application for Payment, the CONTRACTOR shall submit to the OWNER and ARCHITECT a schedule of values allocated to various portions of the WORK, which in the aggregate equals the total Contract Sum, divided so as to facilitate payments to Subcontractors, supported by such evidence of correctness as ARCHITECT and OWNER, shall be used to monitor the progress of the WORK and as a basis for Certificates for Payment. All items with entered values will be transferred by CONTRACTOR to the "Application and Certificate for Payment," and shall include the latest approved Change Orders and Construction Change Directive. Change Order values and Construction Change Directives values shall be broken down to show the various subcontracts. The Application for Payment shall be on a form as provided by ARCHITECT and approved by OWNER. Each item shall show its total scheduled value, value of previous applications, and value of the application, percentage completed, value completed, and value yet to be completed. All blanks and columns must be filled in, including every percentage complete figure.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten (10) days before the date established for each progress payment, the CONTRACTOR shall submit to the ARCHITECT an itemized Application for Payment for operations completed in accordance with the schedule of values. Such application shall be notarized, if required, and supported by such data substantiating the CONTRACTOR's right to payment as the OWNER or ARCHITECT may require, such as copies of requisitions from Subcontractors and material suppliers, and reflecting retainage if provided for in the Contract Documents. Any allowances included in the Application for Payment shall be separately itemized with supporting data attached. The Application for Payment shall be accompanied by a certification by an officer of Contractor to the effect that: There are no known mechanic's, materialman's or laborers' liens or claims, or any other liens or claims, legal or equitable, contractual, statutory, or constitutional, outstanding or known to exist at the date of this Application; all due and payable bills with respect to the WORK have been paid to date or are included in the amount requested in the current Application and there is no known basis for the filing of any mechanics', materialman's or laborer's lien or claim, or any other lien or claim, legal or equitable, contractual, statutory, or constitutional, on the WORK; and waivers and releases from all Subcontractors, laborers, and materialmen for WORK done and materials furnished have been obtained in such form as to constitute an effective waiver and release of all such liens and claims under the laws of the state within which the Project is located and shall be delivered to ARCHITECT together with CONTRACTOR's waiver and release of liens and claims at the time of submission of the Application for Payment.

§ 9.3.1.1 As provided in Section 7.3.8, such applications may include requests for payment on account of changes in the WORK which have been properly authorized by Construction Change Directives, or by interim determinations of the ARCHITECT, but not yet included in Change Orders.

§ 9.3.1.2 Such applications may not include requests for payment for portions of the WORK for which the CONTRACTOR does not intend to pay to a Subcontractor or material supplier, unless such WORK has been performed by others whom the CONTRACTOR intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the WORK. If approved in advance by the OWNER, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the CONTRACTOR with procedures satisfactory to the OWNER to establish the OWNER's title to such materials and equipment or otherwise protect the OWNER's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The CONTRACTOR warrants that title to all WORK covered by an Application for Payment will pass to the OWNER no later than the time of payment. The CONTRACTOR further warrants that upon submittal of an Application for Payment all WORK for which Certificates for Payment have been previously issued and payments received from the OWNER shall, to the best of the CONTRACTOR's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the CONTRACTOR, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the WORK. The vesting of such title shall not impose any obligations to OWNER or relieve CONTRACTOR of any of its obligations under the Contract, that CONTRACTOR shall remain responsible for damage to or loss of the WORK, whether completed or under construction, until responsibility for the WORK has been accepted by OWNER in the manner set forth in the Contract Documents.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The ARCHITECT will, within seven (7) days after receipt of the CONTRACTOR's Application for Payment, either issue to the OWNER a Certificate for Payment, with a copy to the CONTRACTOR, for such amount as the ARCHITECT determines is properly due, or notify the CONTRACTOR and OWNER in writing of the ARCHITECT's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the ARCHITECT to the OWNER, based on the ARCHITECT's evaluation of the WORK and on all other information available to ARCHITECT including, without limitation, the data comprising the Application for Payment, that the WORK has progressed to the point indicated and that, to the best of the ARCHITECT's knowledge, information and belief, the quality of the WORK is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the WORK for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the ARCHITECT. The issuance of a Certificate for Payment will further constitute a representation that the CONTRACTOR is entitled to payment in the amount certified and that the aggregate amount theretofore paid to CONTRACTOR plus any applicable retention does not exceed the value of the completed portion of the WORK. However, the issuance of a Certificate for Payment will not be a representation that the ARCHITECT has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the WORK, (2) reviewed construction means, methods, techniques, sequences or procedures or made examination to ascertain how or for what purpose the CONTRACTOR has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The ARCHITECT may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the OWNER, if in the ARCHITECT's opinion the representations to the OWNER required by Section 9.4.2 cannot be made. If the ARCHITECT is unable to certify payment in the amount of the Application, the ARCHITECT will notify the CONTRACTOR and OWNER as provided in Section 9.4.1. If the CONTRACTOR and ARCHITECT cannot agree on a revised amount, the ARCHITECT will promptly issue a Certificate for Payment for the amount for which the ARCHITECT is able to make such representations to the OWNER. The ARCHITECT may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the ARCHITECT's opinion to protect the OWNER from loss for which the CONTRACTOR is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of:

- .1 defective WORK not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the OWNER is provided by the CONTRACTOR;

- .3 failure of the CONTRACTOR to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the WORK cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the OWNER or another contractor;
- .6 reasonable evidence that the WORK will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 failure to carry out the WORK in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 Notwithstanding any provision contained within this Article, if the WORK has not attained Substantial Completion with the contract time, subject to extensions of time allowed under these Conditions, ARCHITECT may withhold any further payment to CONTRACTOR to the extent necessary to preserve sufficient funds to complete the construction of the Project and to cover liquidated damages assessed against CONTRACTOR up to the time of the Application for Payment and to the time it is reasonably anticipated that Substantial Completion will be achieved.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the ARCHITECT has issued a Certificate for Payment, the OWNER shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the ARCHITECT. OWNER may refuse to make payment on any Certificate for Payment for any default of the Contract, including, but not limited to, those defaults set for in Clauses 9.5.1.1 through 9.5.1.7. OWNER shall not be deemed in default by reason of withholding payment while any of such defaults remain uncured.

§ 9.6.2 The CONTRACTOR shall promptly pay each Subcontractor, upon receipt of payment from the OWNER, out of the amount paid to the CONTRACTOR on account of such Subcontractor's portion of the WORK, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the CONTRACTOR on account of such Subcontractor's portion of the WORK. The CONTRACTOR shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The ARCHITECT will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the CONTRACTOR and action taken thereon by the ARCHITECT and OWNER on account of portions of the WORK done by such Subcontractor.

§ 9.6.4 Neither the OWNER nor ARCHITECT shall have an obligation to pay or to see to the payment of money to a Subcontractor..

§ 9.6.5 Payment to material suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the OWNER shall not constitute acceptance of WORK not in accordance with the Contract Documents.

§ 9.7 FAILURE OF PAYMENT

§ 9.7.1 If the ARCHITECT does not issue a Certificate for Payment, through no fault of the CONTRACTOR, within seven (7) days after receipt of the CONTRACTOR's Application for Payment, or if the OWNER does not, for reasons other than a default of the Contract, including, but not limited to, those defaults set forth in Clauses 9.5.1.1 through 9.5.1.7, pay the CONTRACTOR within seven (7) days after the date established in the Contract Documents the amount certified by the ARCHITECT or awarded by arbitration, then the CONTRACTOR may, upon seven (7) additional days' written notice to the OWNER and ARCHITECT, stop the WORK until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the CONTRACTOR's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.7.2 If OWNER is entitled to reimbursement or payment from CONTRACTOR under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by OWNER. Notwithstanding anything contained in the Contract Documents to the contrary, if CONTRACTOR fails to promptly make any payment due OWNER, or if OWNER incurs any costs and expenses to cure any default of CONTRACTOR or to correct defective WORK, OWNER shall have an absolute right to offset such amount against the Contract Sum and may, in Owner's sole discretion, elect either to (i) deduct an amount equal to that which OWNER is entitled from any payment then or thereafter due CONTRACTOR from OWNER, or (ii) issue a written notice to CONTRACTOR reducing the Contract Sum by an amount equal to that which OWNER is entitled.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the WORK when the WORK or designated portion thereof (which OWNER agrees to accept separately) as sufficiently complete in accordance with the Contract Documents so that the OWNER can occupy or utilize the WORK for its intended use.

§ 9.8.2 When the CONTRACTOR considers that the WORK, or a portion thereof which the OWNER agrees to accept separately, is substantially complete, the CONTRACTOR shall prepare and submit to the ARCHITECT a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the CONTRACTOR to complete all WORK in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the CONTRACTOR's list, the ARCHITECT will make an inspection to determine whether the WORK or designated portion thereof is substantially complete. If the ARCHITECT's inspection discloses any item, whether or not included on the CONTRACTOR's list, which is not sufficiently complete in accordance with the Contract Documents so that the OWNER can occupy or utilize the WORK or designated portion thereof for its intended use, the CONTRACTOR shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the ARCHITECT. In such case, the CONTRACTOR shall then submit a request for another inspection by the ARCHITECT to determine Substantial Completion.

§ 9.8.4 When the WORK or designated portion thereof is substantially complete, the ARCHITECT will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of the OWNER and CONTRACTOR for security, maintenance, heat, utilities, damage to the WORK and insurance, and shall fix the time within which the CONTRACTOR shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date issuance of the certificate of final payment by ARCHITECT unless otherwise provided in the Certificate of Substantial Completion. The WORK will not be considered suitable for Substantial Completion review until all Project systems included in the WORK are operational as designed and scheduled, all designated or required governmental inspections and certifications have been made and posted, designated instruction of OWNER's personnel in the operation of systems has been completed, and all final finishes within the Contract are in place. In general, the only remaining WORK shall be minor in nature, so that OWNER and /or OWNER's employees and if applicable, the public, could occupy the building on that date and the completing of the WORK by CONTRACTOR would not materially interfere or hamper OWNER's of OWNER's employees and if applicable, the public, (or those claiming by, through, or under OWNER) normal operations. As a further condition of Substantial Completion acceptance, CONTRACTOR shall certify that all remaining WORK will be completed within thirty (30) consecutive calendar days or as agreed upon following the Date of Substantial Completion. If CONTRACTOR requests a Substantial Completion review, and ARCHITECT, after performing the Substantial Completion review, finds that the project was not ready for the Substantial Completion review, then CONTRACTOR shall pay the ARCHITECT's fees for any additional Substantial Completion reviews.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the OWNER and CONTRACTOR for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance, the OWNER shall make payment up to the amount of retainage applying as adjusted for WORK that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The OWNER may occupy or use any completed or partially completed portion of the WORK at any stage when such portion is designated by separate agreement with the CONTRACTOR, provided such occupancy or use is consented to by the insurer as required under Article 11.5 and authorized by public authorities having jurisdiction

over the WORK. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the OWNER and CONTRACTOR have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the WORK and insurance, and have agreed in writing concerning the period for correction of the WORK and commencement of warranties required by the Contract Documents. When the CONTRACTOR considers a portion substantially complete, the CONTRACTOR shall prepare and submit a list to the ARCHITECT as provided under Section 9.8.2. Consent of the CONTRACTOR to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the WORK shall be determined by written agreement between the OWNER and CONTRACTOR or, if no agreement is reached, by decision of the ARCHITECT.

§ 9.9.2 Immediately prior to such partial occupancy or use, the OWNER, CONTRACTOR and ARCHITECT shall jointly inspect the area to be occupied or portion of the WORK to be used in order to determine and record the condition of the WORK.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the WORK shall not constitute acceptance of WORK not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of written notice that the WORK is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the ARCHITECT will promptly make such inspection and, when the ARCHITECT finds the WORK acceptable under the Contract Documents and the Contract fully performed, the ARCHITECT will promptly issue a final Certificate for Payment stating that to the best of the ARCHITECT's knowledge, information and belief, and on the basis of the ARCHITECT's on-site visits and inspections, the WORK has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the CONTRACTOR and noted in the final Certificate is due and payable. The ARCHITECT's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the CONTRACTOR's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the CONTRACTOR submits to the ARCHITECT (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the WORK for which the OWNER or the OWNER's property might be responsible or encumbered (less amounts withheld by OWNER) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the OWNER, (3) a written statement that the CONTRACTOR knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the OWNER, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the OWNER. If a Subcontractor refuses to furnish a release or waiver required by the OWNER, the CONTRACTOR may furnish a bond satisfactory to the OWNER to indemnify the OWNER against such lien. If such lien remains unsatisfied after payments are made, the CONTRACTOR shall refund to the OWNER all money that the OWNER may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the WORK, final completion thereof is materially delayed through no fault of the CONTRACTOR or by issuance of Change Orders affecting final completion, and the ARCHITECT so confirms, the OWNER shall, upon application by the CONTRACTOR and certification by the ARCHITECT, and without terminating the Contract, make payment of the balance due for that portion of the WORK fully completed and accepted. If the remaining balance for WORK not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the WORK fully completed and accepted shall be submitted by the CONTRACTOR to the ARCHITECT prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the OWNER except those arising from:

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the WORK to comply with the requirements of the Contract Documents;

- .3 terms of special warranties required by the Contract Documents.; or
- .4 faulty or defective WORK appearing after Substantial Completion.

§ 9.10.5 Acceptance of final payment by the CONTRACTOR, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

§ 10.1.1 The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The CONTRACTOR shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- .1 employees on the WORK and other persons who may be affected thereby;
- .2 the WORK and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the CONTRACTOR or the CONTRACTOR's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The CONTRACTOR shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The CONTRACTOR shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the WORK, the CONTRACTOR shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The CONTRACTOR shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the CONTRACTOR, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the CONTRACTOR is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the OWNER or ARCHITECT or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the CONTRACTOR. The foregoing obligations of the CONTRACTOR are in addition to the CONTRACTOR's obligations under Section 3.18.

§ 10.2.6 The CONTRACTOR shall designate a responsible member of the CONTRACTOR's organization at the site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR's superintendent unless otherwise designated by the CONTRACTOR in writing to the OWNER and ARCHITECT.

§ 10.2.7 The CONTRACTOR shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the CONTRACTOR, the CONTRACTOR shall, upon recognizing the condition, immediately stop WORK in the affected area and report the condition to the OWNER and ARCHITECT in writing.

§ 10.3.2 The OWNER shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the CONTRACTOR and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. Unless otherwise required by the Contract Documents, the OWNER shall furnish in writing to the CONTRACTOR and ARCHITECT the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The CONTRACTOR and the ARCHITECT will promptly reply to the OWNER in writing stating whether or not either has reasonable objection to the persons or entities proposed by the OWNER. If either the CONTRACTOR or ARCHITECT has an objection to a person or entity proposed by the OWNER, the OWNER shall propose another to whom the CONTRACTOR and the ARCHITECT have no reasonable objection. When the material or substance has been rendered harmless, WORK in the affected area shall resume upon written agreement of the OWNER and CONTRACTOR. The Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the CONTRACTOR's reasonable additional costs of shut-down, delay and start-up, which adjustments shall be accomplished as provided in Article 7.

§ 10.4 The OWNER shall not be responsible under Section 10.3 for materials and substances brought to the site by the CONTRACTOR unless such materials or substances were required by the Contract Documents.

§ 10.6 EMERGENCIES

§ 10.6.1 In an emergency affecting safety of persons or property, the CONTRACTOR shall act, at the CONTRACTOR's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the CONTRACTOR on account of an emergency shall be determined as provided in Section 4.3 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The CONTRACTOR shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Texas such insurance as will protect the CONTRACTOR from claims set forth below which may arise out of or result from the CONTRACTOR's operations under the Contract and for which the CONTRACTOR may be legally liable, whether such operations be by the CONTRACTOR or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, including:

- .1 claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the WORK to be performed;
- .2 claims for damages because of bodily injury, occupational sickness or disease, or death of the CONTRACTOR's employees;
- .3 claims for damages because of bodily injury, sickness or disease, or death of any person other than the CONTRACTOR's employees;
- .4 claims for damages insured by usual personal injury liability coverage;
- .5 claims for damages, other than to the WORK itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 claims for bodily injury or property damage arising out of completed operations; and
- .8 claims involving contractual liability insurance applicable to the CONTRACTOR's obligations under Section 3.18.

§ 11.1.1.1 In the event of any failure by CONTRACTOR to comply with the provisions of this Paragraph 11.1, OWNER may, at its option, on notice to CONTRACTOR, suspend the Contract for cause until there is full compliance with this paragraph 11.1 and/or terminate the Contract for cause. Alternately, OWNER may purchase such insurance at CONTRACTOR's expense, provided that OWNER shall have no obligation to do so and if such insurance amounts and coverages. CONTRACTOR shall provide to OWNER a certified copy of any and all applicable insurances policies upon request of OWNER. The obligation to procure and maintain any insurance required by Article 11 is a separate responsibility of CONTRACTOR and is independent of the duty to furnish a certified copy or a certificate of such insurance policies.

§ 11.1.1.1.2 Further, CONTRACTOR shall require all Subcontractors to carry similar insurances coverages and limits of liability as required under this Article 11, adjusted to the nature of Subcontractor's operations and submit same to OWNER for approval before any WORK commences.

§ 11.1.1.1.3 In the event CONTRACTOR fails to obtain the required certificates of insurances from the Subcontractor and a claim is made or suffered, CONTRACTOR shall indemnify, defend, and hold harmless the INDEMNIFIED PARTIES (as defined in Article 11.6.1) from any and all claims for which the required insurances would have provided coverage. This indemnity obligation is in addition to any other indemnity obligation provided in the Contract.

§ 11.1.1.1.4 SCHEDULE OF INSURANCE COVERAGES

Coverage	Minimum Amounts and Limits
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Workers Compensation	
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Workers Compensation Employer's Liability	Statutory Limits \$500,000.00
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This policy shall include a Waiver of Subrogation in favor of the INDEMNIFIED PARTIES (11.6.1)

§ 11.1.1.1.5 Commercial General Liability

Bodily Injury/Property Damage	\$1,000,000.00 each occurrence
	or
(Occurrence Basis)	\$1,000,000.00 aggregate applicable to the Project.

This policy shall be on a form acceptable to OWNER, endorsed to include the INDEMNIFIED PARTIES (11.6.1) as additional insureds, contain cross-liability and severability of interest endorsements, state that this insurance is primary insurance with regard to any other insurances carried by the INDEMNIFIED PARTIES (11.6.1), and shall include the following coverages:

- .1 Premises/Operations;
- .2 Independent Contractors;
- .3 Completed Operations for a period of two (2) years following the acceptance of Contractor's Work;
- .4 Broad Form Comprehensive General Liability Endorsement to include Blanket Contractual Liability (specifically covering, but not limited to, the contractual obligations assumed by CONTRACTOR in Subparagraph 11.1.1.1.3 and Paragraph 11.6 hereof, Broad Form Property Damage, and Personal Injury Liability with employee and contractual exclusions removed;
- .5 Broad Form Property Damage;
- .6 Delete Exclusions relative to Collapse, Explosion, and Underground Property Damage Hazards;
- .7 Personal Injury Liability with the contractual exclusions removed; and
- .8 Cross Liability Endorsement.

§ 11.1.1.1.6 Comprehensive Automobile Liability

- | | |
|--------------------|--|
| .1 Bodily Injury | \$300,000.00 per person
\$500,000.00 per occurrence |
| .2 Property Damage | \$100,000.00 per occurrence, or equivalent |

This policy shall be on a standard form written to cover all owned, hired, and non-owned automobiles. The policy shall be endorsed to include the INDEMNIFIED PARTIES (11.6.1) as additional insureds, contain cross-liability and severability of interest endorsements, and shall state that this insurance is primary insurance as it relates to any other insurance carried by the INDEMNIFIED PARTIES.

§ 11.1.2 The OWNER, its officers, employees, volunteers, elected officials, and ARCHITECT shall be covered as additional insureds for liability arising out of activities performed by, for, or on behalf of, the CONTRACTOR,

including general supervision of the CONTRACTOR, products and completed operations of the CONTRACTOR, premises owned, occupied or used by the CONTRACTOR, or automobiles owned, leased, hired, or borrowed by the CONTRACTOR. The coverage shall contain no specific limitations on the coverage afforded by the OWNER, its officers, elected officials, employees, or volunteers. In the event that CONTRACTOR purchases Project Management Protective Liability Insurance for the Project, CONTRACTOR shall not be required to name OWNER and ARCHITECT as additional insureds on such liability coverages.

§ 11.1.3 Certificates of insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the WORK. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the OWNER. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Section 9.10.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the CONTRACTOR with reasonable promptness in accordance with the CONTRACTOR's information and belief.

§ 11.2 OWNER'S LIABILITY INSURANCE

§ 11.2.1 The OWNER shall be responsible for purchasing and maintaining the OWNER's usual liability insurance.

§ 11.2.1.1 By signing the Contract or providing or causing to be provided a Certificate of Coverage, the CONTRACTOR is representing to the OWNER that all employees of the CONTRACTOR who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission of self-insurance regulations. Providing false or misleading information which may subject the CONTRACTOR to administrative penalties, criminal penalties, civil penalties, or other civil actions.

§ 11.3 PROJECT MANAGEMENT PROTECTIVE LIABILITY INSURANCE

§ 11.3.1 Optionally, the OWNER may require the CONTRACTOR to purchase and maintain Project Management Protective Liability insurance from the CONTRACTOR's usual sources as primary coverage for the OWNER's, CONTRACTOR's and ARCHITECT's vicarious liability for construction operations under the Contract. Unless otherwise required by the Contract Documents, the OWNER shall reimburse the CONTRACTOR by increasing the Contract Sum to pay the cost of purchasing and maintaining such optional insurance coverage, and the CONTRACTOR shall not be responsible for purchasing any other liability insurance on behalf of the OWNER. The minimum limits of liability purchased with such coverage shall be equal to the aggregate of the limits required for CONTRACTOR's Liability Insurance under Sections 11.1.1.1.6 through 11.1.1.1.6.1

§ 11.3.2 To the extent damages are covered by Project Management Protective Liability insurance, the OWNER, CONTRACTOR and ARCHITECT waive all rights against each other for damages, except such rights as they may have to the proceeds of such insurance. The policy shall provide for such waivers of subrogation by endorsement or otherwise.

§ 11.3.3 The OWNER shall not require the CONTRACTOR to include the OWNER, ARCHITECT or other persons or entities as additional insureds on the CONTRACTOR's Liability Insurance coverage under Section 11.1.

§ 11.4 PROPERTY INSURANCE

§ 11.4.1 CONTRACTOR shall purchase and maintain property insurance written on a builder's risk "all risk" or equivalent policy in the amount of the initial Contract Sum (or, if applicable Guaranteed Maximum Price), plus value of subsequent Contract Modifications and cost of materials supplied or installed by other, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Coverage shall include material stored on-site and in transit, and shall include without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, false work, testing and startup, temporary buildings, and debris removal including demolition occasioned by enforcement of any applicable legal requirements, compensation for Architect's and Contractor's services and expenses required as a result of such insured loss. Such insurance will be with a company or companies lawfully authorized to do business in Texas.

§ 11.4.2 For any claim made against CONTRACTOR's Builder's Risk Insurance, the deductible shall not exceed \$2,500.00 for a Contract Sum of less than \$4 million. For a Contract Sum of \$4 million or more, the deductible shall not exceed \$5,000.00.

§ 11.4.3 The CONTRACTOR waives all rights against (1) OWNER, OWNER's elected officials, agent and employees, the Subcontractors, Sub-subcontractors, agent and employees, and (2) the ARCHITECT. Architect's consultants, separate contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this paragraph or other property insurance applicable to the WORK, except such rights as CONTRACTOR has to proceeds of such insurance held by the CONTRACTOR as a fiduciary. The CONTRACTOR, as appropriate, shall require of any separate contractors, subcontractors, sub-subcontractors, agents, and employees of any of them by appropriate written agreements, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise, a waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.4.4 The CONTRACTOR as fiduciary shall have power to adjust and settle a loss with insurers. The CONTRACTOR shall pay all Subcontractors their just shares of insurances proceeds received by the CONTRACTOR, and by appropriate agreements shall require Subcontractors to make payment to their Sub-subcontractors in a similar manner. If required in writing by a party in interest, the CONTRACTOR as fiduciary shall, upon occurrence of insured loss, give bond for proper performance of the CONTRACTOR's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The CONTRACTOR shall deposit in accordance with such agreement as the parties in interest may reach, If after such loss no other special agreement is made and unless the OWNER terminates the Contract for convenience, replacement of damaged property shall be performed by the CONTRACTOR under the insurance proceeds.

§ 11.4.5 Partial occupancy or use shall not affect the validity or coverage of property insurance.

§ 11.5 PERFORMANCE BOND AND PAYMENT BOND

§ 11.5.1 The CONTRACTOR shall furnish a Performance Bond in an amount equal to one hundred percent (100%) of the Contract Sum, as security for the faithful performance of the Contract and also a one hundred percent (100%) Payment Bond, as security for the payment of all persons performing labor on the Project under this Contract and furnishing materials in connection with the Contract. The Performance Bond and the Payment Bond may be in one or in separate instruments in accordance with local law. Surety companies must be authorized to write surety bonds in Texas and any such surety bond must comply with the requirements of Article 7.19-1, Texas Insurance Code.

§ 11.5.1.1 The CONTRACTOR shall deliver the required Bonds to the OWNER not later than the date of the preconstruction meeting. All bonds will be reviewed by the ARCHITECT for compliance with the Contract Documents prior to the execution of the Contract. In the event that ARCHITECT has any questions concerning the sufficiency of the bonds, ARCHITECT shall refer the bonds to OWNER or OWNER's representative for decision.

§ 11.5.1.2 All bonds shall be originals. The CONTRACTOR shall require the attorney-in-fact who executes the required Bonds on behalf of the Surety to affix thereto a certified and current copy of the power-of-attorney. The name, address, and telephone number of a contact person for the Bonding Company shall be provided.

§ 11.5.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the CONTRACTOR shall promptly furnish a copy of the bonds or shall permit a copy to be made.

§ 11.5.3 The Bonds shall be provided to comply with the terms and provisions of Chapter 2253 of the Texas Government Code. Bonds shall be signed by an agent resident in the State of Texas and date of bond shall be the date of execution of the Contract. If at any time during the continuance of the Contract, the surety of the CONTRACTOR's bonds becomes insufficient, the OWNER shall have the right to required additional and sufficient sureties which the CONTRACTOR shall furnish to the satisfaction of the OWNER within ten (10) days after notice

to do so. In default thereof, the CONTRACTOR may be suspended, and all payment of money due to the CONTRACTOR withheld until sufficient bonds are provided by CONTRACTOR.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the WORK is covered contrary to the ARCHITECT's request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the ARCHITECT, be uncovered for the ARCHITECT's examination and be replaced at the CONTRACTOR's expense without change in the Contract Time.

§ 12.1.2 If a portion of the WORK has been covered which the ARCHITECT has not specifically requested to examine prior to its being covered, the ARCHITECT may request to see such WORK and it shall be uncovered by the CONTRACTOR. If such WORK is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the OWNER's expense. If such WORK is not in accordance with the Contract Documents, correction shall be at the CONTRACTOR's expense unless the condition was caused by the OWNER or a separate contractor in which event the OWNER shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

§ 12.2.1.1 The CONTRACTOR shall promptly correct WORK rejected by the ARCHITECT as incomplete, defective or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected WORK, including additional testing and inspections and compensation for the ARCHITECT's services and expenses made necessary thereby, shall be at the CONTRACTOR's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the CONTRACTOR's obligations under Section 3.5, if, within one (1) year after the date of Substantial Completion of the entire WORK (unless otherwise provided in any Certificate of Partial Substantial Completion approved by the parties) or within such longer period of time as may be prescribed by law or in equity, or by terms of an applicable special warranty required by the Contract Documents, any of the WORK is found to be defective or otherwise not in accordance with the requirements of the Contract Documents, the CONTRACTOR shall correct it promptly after receipt of written notice from the OWNER to do so unless the OWNER has previously given the CONTRACTOR a written acceptance of such condition. This corrective period shall be extended with respect to portions of WORK first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the WORK. Corrective WORK shall be warranted to be free from defects for a period equal to the longer of six (6) months after the completion of the corrective WORK or one (1) year after the Date of Substantial Completion (subject to extension as previously described) or such longer period of time as may be prescribed by law or in equity, or expiration of the term of any applicable special warranty, if applicable, required by the Contract Documents. Any defect in such WORK shall be corrected again by CONTRACTOR promptly upon notice of the defect from OWNER. This obligation under this Subparagraph 12.2.2 shall survive acceptance for the WORK under the Contract and termination of the Contract. If the CONTRACTOR fails to correct nonconforming WORK within a reasonable time during that period after receipt of notice from the OWNER or ARCHITECT, the OWNER may correct it in accordance with Section 2.4. by OWNER.

§ 12.2.2.1.1 Just before the termination of the various guarantee periods, CONTRACTOR shall accompany OWNER's agent and ARCHITECT on an inspection tour of the building and shall note any defects and shall start remedying these defects within ten (10) days of the inspection tour and shall prosecute the WORK without interruption until accepted by OWNER and ARCHITECT, even though such prosecution should extend beyond the limit of the guarantee period.

§ 12.2.2.2 The one-year period for correction of WORK shall be extended with respect to portions of WORK first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the WORK.

§ 12.2.2.3 The one-year period for correction of WORK shall not be extended by corrective WORK performed by the CONTRACTOR pursuant to this Section 12.2.

§ 12.2.3 The CONTRACTOR shall remove from the site portions of the WORK which are not in accordance with the requirements of the Contract Documents and are neither corrected by the CONTRACTOR nor accepted by the OWNER.

§ 12.2.4 The CONTRACTOR shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the OWNER or separate contractors caused in whole or in part by the CONTRACTOR's correction or removal of WORK which is defective or otherwise not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations which the CONTRACTOR might have under the Contract Documents or under law or in equity. Establishment of the one-year period for correction of WORK as described in Section 12.2.2 relates only to the specific obligation of the CONTRACTOR to correct the WORK, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the CONTRACTOR's liability with respect to the CONTRACTOR's obligations other than specifically to correct the WORK.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

§ 12.3.1 If the OWNER prefers to accept WORK which is defective or otherwise not in accordance with the requirements of the Contract Documents, the OWNER may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

§ 13.1.1 The Contract shall be governed by the law of the place where the Project is located.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The OWNER and CONTRACTOR respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The OWNER may, without consent of the CONTRACTOR, assign the Contract to an institutional lender providing construction financing for the Project. In such event, the lender shall assume the OWNER's rights and obligations under the Contract Documents. The CONTRACTOR shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

§ 13.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law or in equity or by any other agreement, and any such rights and remedies shall survive the acceptance of the WORK and/or any termination of the Contract Documents.

§ 13.4.2 No action or failure to act by the OWNER, ARCHITECT or CONTRACTOR shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the WORK required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the CONTRACTOR shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the OWNER, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The CONTRACTOR shall give the ARCHITECT timely notice of when and where tests and inspections are to be made so that the ARCHITECT may be present for such procedures. ARCHITECT, OWNER, and CONTRACTOR shall be afforded a reasonable opportunity to attend, observe, and witness all inspection and tests of the WORK. ARCHITECT and OWNER may at any time request and receive from CONTRACTOR satisfactory evidence that materials, supplies, or equipment are in conformance with the Contract Documents. The conduct of any inspection or test and the receipt of any approval shall not operate to relieve CONTRACTOR from its obligations under the Contract Documents unless specifically so stated by OWNER in writing.

§ 13.5.2 If the ARCHITECT, OWNER, CONTRACTOR, or public authorities having jurisdiction determine that portions of the WORK require additional testing, inspection or approval not included under Section 13.5.1, OWNER will provide a contract for the inspection services, the testing of construction materials, engineering, or the verification testing services necessary. ARCHITECT, OWNER, and CONTRACTOR shall cooperate for the timely scheduling of such tests and inspections.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the WORK to comply with requirements established by the Contract Documents or reveal faulty or otherwise defective WORK, or if the necessity of any such testing, inspection, or approval procedure arises out of the fault, neglect, or omission of CONTRACTOR, CONTRACTOR shall bear all costs of such testing, inspection, and approval procedures and all other costs made necessary by CONTRACTOR's failures, including, without limitation, those costs of repeated and additional procedures and compensation for ARCHITECT's services and expenses of OWNER's personnel and consultant fees and expenses. Such costs shall be paid by CONTRACTOR within ten (10) days of receipt of invoice from OWNER with supporting data attached.

§ 13.5.4 Required certificates of testing, inspection or approval shall be secured by CONTRACTOR and delivered to OWNER, unless such testing or inspection services are arranged by OWNER.

§ 13.5.5 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the WORK.

§ 13.6 INTEREST

§ 13.6.1 An overdue payment bears interest at the rate of one percent (1%) each month, or at the legal rate established by the Texas Government Code, currently in Section 2251.025. Any such payment shall be deemed overdue on the thirty-first (31st) day after OWNER receives an invoice from CONTRACTOR.

§ 13.9 EQUAL OPPORTUNITY

§ 13.9.1 The CONTRACTOR shall maintain policies of employment as follows:

§ 13.9.1.1 The CONTRACTOR and the CONTRACTOR's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include but not be limited to the following: employment promotion, demotion or transfer; recruitment, or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants, notices setting forth the nondiscrimination policies.

§ 13.9.1.2 The CONTRACTOR and the CONTRACTOR's Subcontractors shall, in all solicitation or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment with regard to race, religion, color, sex or national origin.

§ 13.10 CERTIFICATION OF ASBESTOS-FREE PROJECT

§ 13.10.1 CONTRACTOR shall submit to the ARCHITECT a letter addressed to the OWNER certifying that all materials used in the construction of this Project contain less than 0.10% by weight of asbestos and for which it can be demonstrated that, under reasonably foreseeable job site conditions, will not release asbestos fibers in excess of 0.1 fibers per cubic centimeter. Certification letters shall be dated, shall reference this specific Project, and shall be signed by not less than two (2) officers of the construction company.

§ 13.10.2 Certification shall further state should asbestos fibers be found at this Project in concentrations greater than 0.01 fibers per cubic centimeter, that CONTRACTOR shall be responsible for determining which materials contain asbestos fibers and shall take corrective action to remove those materials from the Project at no additional cost to OWNER.

§ 13.10.3 Final payment shall not be made until this letter of certification has been received.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The CONTRACTOR may terminate the Contract if the WORK is stopped for a period of sixty (60) consecutive days through no act or fault of the CONTRACTOR or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the WORK under direct or indirect contract with the CONTRACTOR, for any of the following reasons:

- .1 issuance of an order of a court or other public authority having jurisdiction which requires all WORK to be stopped;
- .2 an act of government, such as a declaration of national emergency which requires all WORK to be stopped;

§ 14.1.2 The CONTRACTOR may terminate the Contract if, through no act or fault of the CONTRACTOR or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the WORK under direct or indirect contract with the CONTRACTOR, repeated suspensions, delays or interruptions of the entire WORK by the OWNER as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons exists, CONTRACTOR may, upon fourteen (14) days' written notice to the OWNER and ARCHITECT, terminate the Contract, unless this reason is cured prior to the expiration of the notice period, and recover from the OWNER payment of WORK properly executed in accordance with the Contract Documents (the basis for such payment shall be as provided in Contract) and for payment for costs directly related to WORK thereafter performed by CONTRACTOR in terminating such WORK including reasonable demobilization and cancellation charges provided said WORK is authorized in advance by ARCHITECT and OWNER.

§ 14.1.4 OWNER shall not be responsible for damages for loss of anticipated profits on WORK not performed on account of any termination described in Subparagraphs 14.1.1 and 14.1.2.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The OWNER may terminate the Contract if the CONTRACTOR:

- .1 refuses or fails to supply enough properly skilled WORKERS or proper materials equipment;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the CONTRACTOR and the Subcontractors;
- .3 disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
- .4 disregards the instructions of ARCHITECT or OWNER (when such instructions are based on the requirements of the Contract Documents);
- .5 is adjudged bankrupt or insolvent, or makes a general assignment for the benefit of Contractor's creditors, or a trustee or receiver is appointed for Contractor or for any of its property, or files a petition to take advantage of any debtor's act, or to reorganize under bankruptcy or similar laws; or
- .6 otherwise does not fully comply with the Contract Document.

§ 14.2.2 When any of the above reasons exist, the OWNER, may without prejudice to any other rights or remedies of the OWNER and after giving the CONTRACTOR and the Contractor's surety, if any, seven days' written notice, terminate employment of the CONTRACTOR and may, subject to any prior rights of the surety:

- .1 take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the CONTRACTOR;
- .2 accept assignment of subcontracts pursuant to Section 5.4; and
- .3 finish the WORK by whatever reasonable method the OWNER may deem expedient. Upon request of the CONTRACTOR, the OWNER shall furnish to the CONTRACTOR a detailed accounting of the costs incurred by the OWNER in finishing the WORK.

§ 14.2.3 When the OWNER terminates the Contract for one of the reasons stated in Section 14.2.1, the CONTRACTOR shall not be entitled to receive further payment until the WORK is finished.

§ 14.2.4 To the extent of the costs of completing WORK, including compensation for additional professional services and expenses exceed those costs that would have been payable to CONTRACTOR to complete the WORK except for CONTRACTOR's default, CONTRACTOR will pay the difference to OWNER, and this obligation for payment shall survive termination of the Contract. Such costs incurred by OWNER will be determined by OWNER and confirmed by ARCHITECT.

§ 14.2.5 In addition to OWNER's right to remove CONTRACTOR from any part of WORK pursuant to the Contract Documents, OWNER may, at any time, at will and without cause, terminate any part of WORK or any subcontract or all remaining WORK for any reason whatsoever by giving seven (7) days' prior written notice to CONTRACTOR specifying the part of WORK or subcontract to be terminated and the effective date of termination. CONTRACTOR shall continue to prosecute the part of WORK not terminated. If any part of WORK or subcontract is so terminated, CONTRACTOR shall be entitled to payment for WORK properly executed in accordance with the Contract Documents (the basis for such payment shall be as provided in the Contract) and for costs directly related to WORK thereafter performed by CONTRACTOR in terminating such WORK or subcontract including reasonable demobilization and cancellation charges provided said WORK is authorized in advance by ARCHITECT and OWNER. No payment shall be made by OWNER, however, to the extent that such WORK or subcontract is, was, or could have been terminated under the Contract Documents or an equitable adjustment is made or denied under another provision of the Contract. In case of such termination, OWNER will issue a Construction Change Directive or authorize a Change Order making any required adjustment to the Date of Substantial Completion and/or the Contract Sum. For the remainder of the WORK, the Contract Documents shall remain in full force and effect.

§ 14.2.6 OWNER shall not be responsible for damages for loss of anticipated profits on WORK not performed on account of any termination described in Subparagraph 14.2.5.

§ 14.2.7 Upon a determination by a court of competent jurisdiction that termination of CONTRACTOR pursuant to Subparagraph 14.2.1 was wrongful, such termination will be deemed converted to a termination for convenience pursuant to Subparagraph 14.2.5 and CONTRACTOR's remedy for wrongful termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in Subparagraph 14.2.5.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The OWNER may, without cause, order the CONTRACTOR in writing to suspend, delay or interrupt the WORK in whole or in part for such period of time as the OWNER may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent:

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the CONTRACTOR is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The OWNER may, at any time, terminate the Contract for the OWNER's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the OWNER of such termination for the OWNER's convenience, the CONTRACTOR shall:

- .1 cease operations as directed by the OWNER in the notice;
- .2 take actions necessary, or that the OWNER may direct, for the protection and preservation of the WORK; and
- .3 except for WORK directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the OWNER's convenience, the CONTRACTOR shall be entitled to receive payment for WORK executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the WORK not executed.

DRAFT AIA® Document B141™ – 1997 Part 1

Standard Form of Agreement Between Owner and Architect with Standard Form of Architect's Services

TABLE OF ARTICLES

- 1.1 INITIAL INFORMATION
- 1.2 RESPONSIBILITIES OF THE PARTIES
- 1.3 TERMS AND CONDITIONS
- 1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS
- 1.5 COMPENSATION

AGREEMENT made as of the 11th of July in the year Two Thousand and Eight
(In words, indicate day, month and year)

BETWEEN the Architect's client identified as the Owner:
(Name, address and other information)

County of Hidalgo
100 E. Cano, 2nd Floor
Edinburg, Texas 78539
Telephone Number: 956-318-2626
Fax Number: 956-318-2629

and the Architect:
(Name, address and other information)

Alcocer Garcia Associates Design Consulting
1333 E. Jasmine Ave.
McAllen, Texas 78501
Telephone Number- 956-618-2007
Fax Number 956-618-2008

For the following Project:
(Include detailed description of Project)
Hidalgo County

Remodel of Existing Old Administration Building (1st, 2nd, 4th and 5th Floor); and the remodeling of the 3rd Floor excluding Bidding Phase Services located at .100 E. Cano Street, Edinburg, Texas

Owner and Architect agree as follows:

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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§ ARTICLE 1.1 INITIAL INFORMATION

§ 1.1.1 This Agreement is based on the following information and assumptions. *(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")*

§ 1.1.2 PROJECT PARAMETERS

§ 1.1.2.1 The objective or use is:

(Identify or describe, if appropriate, proposed use or goals.)

§ 1.1.2.2 The physical parameters are:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports about the site.)

100 E. Cano Street, Edinburg, Texas 78539

§ 1.1.2.3 The Owner's Program is:

(Identify documentation or state the manner in which the program will be developed.)

Not Applicable

§ 1.1.2.4 The legal parameters are:

(Identify pertinent legal information, including, if appropriate, land surveys and legal descriptions and restrictions of the site.)

Not Applicable

§ 1.1.2.5 The financial parameters are as follows.

- .1 Amount of the Owner's overall budget for the Project, including the Architect's compensation, is:
Estimated to be approximately \$3,117,500.00 of which \$217,500.00 estimated cost has been determined to be Architect's compensation.
- .2 Amount of the Owner's budget for the Cost of the Work, excluding the Architect's compensation, is:
Approximately \$2,900,000.00

§ 1.1.2.6 The time parameters are:

(Identify, if appropriate, milestone dates, durations or fast track scheduling.)

To be Determined by Mutual Agreement

§ 1.1.2.7 The proposed procurement or delivery method for the Project is:

(Identify method such as competitive bid, negotiated contract, or construction management.)

Competitive Bid.

§ 1.1.2.8 Other parameters are:

(Identify special characteristics or needs of the Project such as energy, environmental or historic preservation requirements.)

Not Applicable

§ 1.1.3 PROJECT TEAM

§ 1.1.3.1 The Owner's Designated Representative is:

(List name, address and other information.)

Hidalgo County Commissioners' Court and Hidalgo County Judge's Office as referenced on the AIA 201 General Conditions as modified by owner in section 2.1.1, as authorized representatives.

100 E. Cano, 2nd Floor
Edinburg, Texas 78539

§ 1.1.3.2 The persons or entities, in addition to the Owner's Designated Representative, who are required to review the Architect's submittals to the Owner are:

(List name, address and other information.)

Hidalgo County Commissioners' Court
100 East Cano, 2nd Floor
Edinburg, Texas 78539

§ 1.1.3.3 The Owner's other consultants and contractors are:

(List discipline and, if known, identify them by name and address.)

§ 1.1.3.4 The Architect's Designated Representative is:

(List name, address and other information.)

Eduardo Alcocer
Alcocer Garcia Associates Design Consulting
1333 E. Jasmine Ave.
McAllen, Texas 78501
Telephone Number: 956-618-2007
Fax Number: 361-618-2008

§ 1.1.3.5 The consultants retained at the Architect's expense are:

(List discipline and, if known, identify them by name and address.)

Mechanical/Electrical Engineering
Texas Accessibility Standards Plan Review

§ 1.1.4 Other important initial information is:

Not Applicable

§ 1.1.5 When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be the edition of AIA Document A201 as modified by owner.

§ 1.1.6 The information contained in this Article 1.1 may be reasonably relied upon by the Owner and Architect in determining the Architect's compensation. Both parties, however, recognize that such information may change and, in that event, the Owner and the Architect shall negotiate appropriate adjustments in schedule, compensation and Change in Services in accordance with Section 1.3.3.

ARTICLE 1.2 RESPONSIBILITIES OF THE PARTIES

§ 1.2.1 The Owner and the Architect shall cooperate with one another to fulfill their respective obligations under this Agreement. Both parties shall endeavor to maintain good working relationships among all members of the Project team.

§ 1.2.2 OWNER

§ 1.2.2.1 Unless otherwise provided under this Agreement, the Owner shall provide full information in a timely manner regarding requirements for and limitations on the Project. The Owner shall furnish to the Architect, within 15 days after receipt of a written request, information necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 1.2.2.2 The Owner shall periodically update the budget for the Project, including that portion allocated for the Cost of the Work. If Owner should increase or decrease the overall budget, the portion of the budget allocated for the Cost of the Work, or contingencies included in the overall budget or a portion of the budget, the Architect shall make corresponding changes in the Project scope only as agreed by Owner.

§ 1.2.2.3 The Owner's Designated Representative identified in Section 1.1.3 shall be authorized to act on the Owner's behalf with respect to the Project to the extent of the authority of such Designated Representative as evidenced by a resolution adopted by the governing body of Owner concurrently with the approval of this Agreement. The Owner or the Owner's Designated Representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 1.2.2.4 The Owner shall furnish the services of consultants other than those designated in Section 1.1.3 or authorize the Architect to furnish them as a Change in Services when such services are requested by the Architect and are reasonably required by the scope of the Project and agreed to in writing by the Owner.

§ 1.2.2.5 Unless otherwise provided in this Agreement, the Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 1.2.2.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 1.2.2.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's Instruments of Service provided however, that failure of the Owner to provide such notice shall in no way affect Architect's obligations hereunder, nor shall such failure relieve Architect from any liability for failure to discover and correct any such fault defect, error, omission or inconsistency.

§ 1.2.3 ARCHITECT

§ 1.2.3.1 The services performed by the Architect, Architect's employees and Architect's consultants shall be as enumerated in Article 1.4.

§ 1.2.3.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which initially shall be consistent with the time periods established in Section 1.1.2.6 and which shall be adjusted, in Owner's sole discretion if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

§ 1.2.3.3 The Architect's Designated Representative identified in Section 1.1.3 shall be authorized to act on the Architect's behalf with respect to the Project.

§ 1.2.3.4 The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's consultants similar agreements to maintain the confidentiality of information specifically designated as confidential by the Owner.

§ 1.2.3.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 1.2.3.6 The Architect shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project.

§ 1.2.3.7 The Architect shall be entitled to rely on the reasonable accuracy and completeness of services and information furnished by the Owner. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any errors, omissions or inconsistencies in such services or information.

ARTICLE 1.3 TERMS AND CONDITIONS

§ 1.3.1 COST OF THE WORK

§ 1.3.1.1 The Cost of the Work shall be the total cost or, to the extent the Project is not completed, the estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

§ 1.3.1.2 The Cost of the Work shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit.

§ 1.3.1.3 The Cost of the Work does not include the compensation of the Architect and the Architect's consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the Owner.

§ 1.3.2 INSTRUMENTS OF SERVICE

§ 1.3.2.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. Original drawings and specifications are the property of the Architect; however, the Project is the property of the Owner, and Architect may not use the drawings and specifications therefor for any purpose not related to the Project without prior written Owner's consent. Owner shall be furnished with such reproductions of drawings and specifications as Owner may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 1.3.8 Architect will revise drawings to reflect changes made during construction and he will promptly furnish the Owner with five complete set of reproducible record prints. Additional prints, unless otherwise agreed pursuant to this agreement, shall be furnished, as an additional service, at any other time request by Owner. All such reproductions shall be property of the Owner who may use them without Architect's permission for any proper purpose related to the Project, including but not limited to, additions to or completion of the Project.

§ 1.3.2.3 Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Owner.

§ 1.3.3 CHANGE IN SERVICES

§ 1.3.3.1 Change in Services of the Architect, including services required of the Architect's consultants, may be accomplished after execution of this Agreement, without invalidating the Agreement, if mutually agreed in writing, if required by circumstances beyond the Architect's control, or if the Architect's services are affected as described in Section 1.3.3.2. In the absence of mutual agreement in writing, the Architect shall notify the Owner prior to providing such services. If the Owner deems that all or a part of such Change in Services is required, the Owner shall give prompt written notice to the Architect, and the Architect shall provide those services. Except for a change due to the fault of the Architect, Change in Services of the Architect shall entitle the Architect to an adjustment in compensation pursuant to Section 1.5.2, and to any Reimbursable Expenses described in Section 1.3.9.2 and Section 1.5.5.

§ 1.3.3.2 If any of the following circumstances affect the Architect's services for the Project, the Architect shall be entitled to an appropriate adjustment in the Architect's schedule and compensation:

- .1 enactment or revision of codes, laws or regulations or official interpretations which necessitate changes to previously prepared Instruments of Service;
- .2 decisions of the Owner not rendered in a timely manner;
- .3 significant change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget, or procurement method; or unless recommended by the Architect.
- .4 Preparation for and attendance at a public hearing, a dispute resolution proceeding or a legal proceeding except where the Architect is party thereto.

.5 change in the information contained in Article 1.1. unless such change is requested by the Architect.

§ 1.3.4 MEDIATION

§ 1.3.4.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party.

§ 1.3.4.2 Request for mediation shall be filed in writing with the other party to this Agreement., Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 1.3.4.3 The parties shall share the mediator's fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 1.3.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Architect waives consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Section 1.3.8.

§ 1.3.7 MISCELLANEOUS PROVISIONS

§ 1.3.7.1 This Agreement shall be governed by the law of the principal place of business of the Owner.

§ 1.3.7.2 Terms in this Agreement shall have the same meaning as those in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement as modified by Owner and incorporated herein as Exhibit C.

§ 1.3.7.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 1.3.7.8 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 1.3.7.9 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under this Agreement. The Architect shall execute all consents reasonably required to facilitate such assignment.

§ 1.3.8 TERMINATION OR SUSPENSION

§ 1.3.8.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, prior to suspension of services, the Architect shall give seven days' written notice to the Owner. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 1.3.8.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. The time schedules shall be equitably adjusted.

§ 1.3.8.3 If the Project is suspended or the Architect's services are suspended for more than 90 consecutive days, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 1.3.8.4 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 1.3.8.5 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 1.3.8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

§ 1.3.9 PAYMENTS TO THE ARCHITECT

§ 1.3.9.1 Payments on account of services rendered and for Reimbursable Expenses incurred shall be made monthly upon presentation of the of Architect's statement of services. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect is responsible.

Or at Owner's option:

Payment on account of services rendered and for Reimbursable Expense incurred can be made at the end of each phase of service upon presentation the Architect's statement of service. Those phases of service are described below:

Schematic Design Phase	Ten percent (10%)
Design Development Phase	Ten percent (10%)
Construction Document Phase	Fifty percent (50%)
Bidding/Negotiation	Five percent (5%)
Construction Phase	Twenty percent (25%)
TOTAL BASIC COMPENSATION	One-Hundred percent (100%)

§ 1.3.9.2 Reimbursable Expenses are in addition to compensation for the Architect's services and include expenses incurred by the Architect and Architect's employees and consultants directly related to the Project, as identified in the following Clauses:

- .1 transportation in connection with the Project, authorized out-of-town travel and subsistence, and electronic communications;
- .2 fees paid for securing approval of authorities having jurisdiction over the Project;
- .3 reproductions, plots, standard form documents, postage, handling and delivery of Instruments of Service at cost; other than five (5) copies of all Instruments of Service to be furnished to Owner at no additional cost.
- .4 expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .5 renderings, models and mock-ups requested by the Owner;
- .6 expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;
- .7 reimbursable expenses as designated in Section 1.5.5;
- .8 other similar direct Project-related expenditures.

§ 1.3.9.3 Records of Reimbursable Expenses, of expenses pertaining to a Change in Services, and of services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times. Architect shall maintain such reports for a minimum of five (5) years following the completion of the Project.

§ 1.3.9.4 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

ARTICLE 1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS

§ 1.4.1 Enumeration of Parts of the Agreement. This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect. This Agreement comprises the documents listed below.

§ 1.4.1.1 Standard Form of Agreement Between Owner and Architect, AIA Document B141-1997, as modified by Owner.

§ 1.4.1.2 Standard Form of Architect's Services: Design and Contract Administration, AIA Document B141-1997, as modified by Owner:
(List other documents, if any, delineating Architect's scope of services.)

§ 1.4.1.3 Other documents as follows:
(List other documents, if any, forming part of the Agreement.)

Exhibit 'A' and 'B' containing Article 3 and 4, and Exhibit 'C' containing AIA Document A201 as modified by Owner, all of which are attached hereto and incorporated herein by reference.

§ 1.4.2 Special Terms and Conditions. Special terms and conditions that modify this Agreement are as follows:

Venue for any disputes or suits shall be in Hidalgo County, Texas

ARTICLE 1.5 COMPENSATION

§ 1.5.1 For the Architect's services as described under Article 1.4, compensation shall be computed as follows:

- .1 7.5% of Final Construction Cost
- .2 Architectural and engineering design services for remodeling the third floor of the building, including new partitions, finishes and accessibility compliances changes. Architect will provide the following with a stipulated sum of \$16,400.00:
 - Measurements and Verification of Existing Conditions
 - Demolition Floor Plan
 - Improvements Floor Plan
 - Door Schedule and Details
 - Room Finish Schedule
 - Construction Details
 - Mechanical, Electrical and Plumbing Plans
 - Outline specifications
 - 12 Sets Prints
 - Any forms for Accessibility Plan Review & Post-Construction Inspection, Owner to submit forms and pay Review and Inspection fees directly to the Registered Accessibility Specialist.

The construction work is to be done by County forces, therefore, our services do not include Bidding Phase services, construction inspections, nor close-out services.

§ 1.5.2 If the services of the Architect are changed as described in Section 1.3.3.1, the Architect's compensation shall be adjusted. Such adjustment shall be calculated as described below or, if no method of adjustment is indicated in this Section 1.5.2, in an equitable manner mutually agreed upon Owner and Architect.
(Insert basis of compensation, including rates and multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply.)

N/A

§ 1.5.3 For a Change in Services of the Architect's consultants, compensation shall be computed as a multiple of **One and ten hundredths** (**1.10**) times the amounts billed to the Architect for such services.

§ 1.5.4 For Reimbursable Expenses as described in Section 1.3.9.2, and any other items included in Section 1.5.5 as Reimbursable Expenses, the compensation shall be computed as a multiple of **One and ten hundredths** (**1.10**) times the expenses incurred by the Architect, and the Architect's employees and consultants.

§ 1.5.5 Other Reimbursable Expenses, if any, are as follows:

Not Applicable

§ 1.5.6 The rates and multiples for services of the Architect and the Architect's consultants as set forth in this Agreement shall be adjusted in accordance with their normal salary review practices.

§ 1.5.7 An initial payment of **Zero Dollars and Zero Cents** (\$ **0.00**) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account at final payment. Subsequent payments for services shall be made monthly, and where applicable, shall be in proportion to services performed on the basis set forth in this Agreement.

§ 1.5.8 Payments are due and payable Thirty (30) days from the date of approval by Owner of the Architect's invoice. Amounts unpaid **Thirty (30)** days after the approval by Owner of the invoice shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of interest agreed upon.)

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(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

This Agreement entered into as of the day and year first written above.

Approved by Commissioners' Court On: **June 17, 2008**

Approved as to form
Atlas & Hall, LLP

By: _____

Attest:

Arturo Guajardo Jr., County Clerk

OWNER

(Signature)

Juan D. Salinas ,III, County Judge
County of Hidalgo

(Printed name and title)

ARCHITECT

(Signature)

Eduardo Alcocer, Partner

(Printed name and title)

DRAFT AIA® Document B141™ – 1997 Part 2

Standard Form of Architect's Services: *Design and Contract Administration*

TABLE OF ARTICLES

- 2.1 PROJECT ADMINISTRATION SERVICES
- 2.2 SUPPORTING SERVICES
- 2.3 EVALUATION AND PLANNING SERVICES
- 2.4 DESIGN SERVICES
- 2.5 CONSTRUCTION PROCUREMENT SERVICES
- 2.6 CONTRACT ADMINISTRATION SERVICES
- 2.7 FACILITY OPERATION SERVICES
- 2.8 SCHEDULE OF SERVICES
- 2.9 MODIFICATIONS

ARTICLE 2.1 PROJECT ADMINISTRATION SERVICES

§ 2.1.1 The Architect shall manage the Architect's services and administer the Project. The Architect shall consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and issue progress reports. The Architect shall coordinate the services provided by the Architect and the Architect's consultants with those services provided by the Owner and the Owner's consultants.

§ 2.1.2 When Project requirements have been sufficiently identified, the Architect shall prepare, and periodically update, a Project schedule that shall identify milestone dates for decisions required of the Owner, design services furnished by the Architect, completion of documentation provided by the Architect, commencement of construction and Substantial Completion of the Work.

§ 2.1.3 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program, budget and aesthetics in developing the design for the Project.

§ 2.1.4 Upon request of the Owner, the Architect shall make a presentation to explain the design of the Project to representatives of the Owner.

§ 2.1.5 The Architect shall submit design documents to the Owner at intervals appropriate to the design process for purposes of evaluation and approval by the Owner. The Architect shall be entitled to rely on approvals received from the Owner in the further development of the design.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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§ 2.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 2.1.7 EVALUATION OF BUDGET AND COST OF THE WORK

§ 2.1.7.1 When the Project requirements have been sufficiently identified, the Architect shall prepare a preliminary estimate of the Cost of the Work. This estimate may be based on current area, volume or similar conceptual estimating techniques. As the design process progresses through the end of the preparation of the Construction Documents, the Architect shall update and refine the preliminary estimate of the Cost of the Work. The Architect shall advise the Owner of any adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments.

§ 2.1.7.2 Evaluations of the Owner's budget for the Project, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect represent the Architect's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Project or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 2.1.7.3 In preparing estimates of the Cost of the Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. If an increase in the Contract Sum occurring after execution of the Contract between the Owner and the Contractor causes the budget for the Cost of the Work to be exceeded, that budget shall be increased accordingly or at Owner's election, the Architect shall assist Owner, at no additional expense to Owner, in revising the Project to meet Owner's budget requirements.

§ 2.1.7.4 If bidding or negotiation has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the construction industry.

§ 2.1.7.5 If the budget for the Cost of the Work is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 1.3.8.5; or
- .4 cooperate in revising the Project scope and quality as required to reduce the Cost of the Work.

§ 2.1.7.6 If the Owner chooses to proceed under Section 2.1.7.5.4, the Architect, without additional compensation, shall modify the documents for which the Architect is responsible under this Agreement as necessary to comply with the budget for the Cost of the Work. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not construction is commenced.

ARTICLE 2.2 SUPPORTING SERVICES

§ 2.2.1 Unless specifically designated in Section 2.8.3, the services in this Article 2.2 shall be provided by the Owner or the Owner's consultants and contractors.

§ 2.2.1.1 The Owner shall furnish a program setting forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, special equipment, systems and site requirements.

§ 2.2.1.2 The Owner shall furnish surveys, and a written legal description of the site.

§ 2.2.1.3 The Owner shall furnish services of geotechnical engineers which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground

corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations.

ARTICLE 2.3 EVALUATION AND PLANNING SERVICES

§ 2.3.1 The Architect shall provide a preliminary evaluation of the information furnished by the Owner under this Agreement, including the Owner's program and schedule requirements and budget for the Cost of the Work, each in terms of the other. The Architect shall review such information to ascertain that it is consistent with the requirements of the Project and shall notify the Owner of any other information or consultant services that may be reasonably needed for the Project.

§ 2.3.2 The Architect shall provide a preliminary evaluation of the Owner's site for the Project based on the information provided by the Owner of site conditions, and the Owner's program, schedule and budget for the Cost of the Work.

§ 2.3.3 The Architect shall review the Owner's proposed method of contracting for construction services and shall notify the Owner of anticipated impacts that such method may have on the Owner's program, financial and time requirements, and the scope of the Project.

ARTICLE 2.4 DESIGN SERVICES

§ 2.4.1 The Architect's design services shall include normal structural, mechanical and electrical engineering services.

§ 2.4.2 SCHEMATIC DESIGN DOCUMENTS

§ 2.4.2.1 The Architect shall provide Schematic Design Documents based on the mutually agreed-upon program, schedule, and budget for the Cost of the Work. The documents shall establish the conceptual design of the Project illustrating the scale and relationship of the Project components. The Schematic Design Documents shall include a conceptual site plan, if appropriate, and preliminary building plans, sections and elevations. At the Architect's option, the Schematic Design Documents may include study models, perspective sketches, electronic modeling or combinations of these media. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 2.4.3 DESIGN DEVELOPMENT DOCUMENTS

§ 2.4.3.1 The Architect shall provide Design Development Documents based on the approved Schematic Design Documents and updated budget for the Cost of the Work. The Design Development Documents shall illustrate and describe the refinement of the design of the Project, establishing the scope, relationships, forms, size and appearance of the Project by means of plans, sections and elevations, typical construction details, and equipment layouts. The Design Development Documents shall include specifications that identify major materials and systems and establish in general their quality levels.

§ 2.4.4 CONSTRUCTION DOCUMENTS

§ 2.4.4.1 The Architect shall provide Construction Documents based on the approved Design Development Documents and updated budget for the Cost of the Work. The Construction Documents shall set forth in detail the requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that establish in detail the quality levels of materials and systems required for the Project.

§ 2.4.4.2 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of: (1) bidding and procurement information which describes the time, place and conditions of bidding; bidding or proposal forms; and the form of agreement between the Owner and the Contractor; and (2) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect also shall compile the Project Manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

ARTICLE 2.5 CONSTRUCTION PROCUREMENT SERVICES

§ 2.5.1 The Architect shall assist the Owner in obtaining either competitive bids or negotiated proposals and shall assist the Owner in awarding and preparing contracts for construction.

§ 2.5.2 The Architect shall assist the Owner in establishing a list of prospective bidders or contractors.

§ 2.5.3 The Architect shall assist the Owner in bid validation or proposal evaluation and determination of the successful bid or proposal, if any. If requested by the Owner, the Architect shall notify all prospective bidders or contractors of the bid or proposal results.

§ 2.5.4 COMPETITIVE BIDDING

§ 2.5.4.1 Bidding Documents shall consist of bidding requirements, proposed contract forms, General Conditions and Supplementary Conditions, Specifications and Drawings.

§ 2.5.4.2 If requested by the Owner, the Architect shall arrange for procuring the reproduction of Bidding Documents for distribution to prospective bidders. The Owner shall pay directly for the cost of reproduction or shall reimburse the Architect for such expenses.

§ 2.5.4.3 If requested by the Owner, the Architect shall distribute the Bidding Documents to prospective bidders and request their return upon completion of the bidding process. The Architect shall maintain a log of distribution and retrieval, and the amounts of deposits, if any, received from and returned to prospective bidders.

§ 2.5.4.4 The Architect shall consider requests for substitutions, if permitted by the Bidding Documents, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders upon Owner's written approval thereof.

§ 2.5.4.5 The Architect shall participate in or, at the Owner's direction, shall organize and conduct a pre-bid conference for prospective bidders.

§ 2.5.4.6 The Architect shall prepare responses to questions from prospective bidders and provide clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda.

§ 2.5.4.7 The Architect shall participate in or, at the Owner's direction, shall organize and conduct the opening of the bids. The Architect shall subsequently document and distribute the bidding results, as directed by the Owner.

§ 2.5.5 NEGOTIATED PROPOSALS

§ 2.5.5.1 Proposal Documents shall consist of proposal requirements, proposed contract forms, General Conditions and Supplementary Conditions, Specifications and Drawings.

§ 2.5.5.2 If requested by the Owner, the Architect shall arrange for procuring the reproduction of Proposal Documents for distribution to prospective contractors. The Owner shall pay directly for the cost of reproduction or shall reimburse the Architect for such expenses.

§ 2.5.5.3 If requested by the Owner, the Architect shall organize and participate in selection interviews with prospective contractors.

§ 2.5.5.4 The Architect shall consider requests for substitutions, if permitted by the Proposal Documents, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors upon Owner's approval thereof.

§ 2.5.5.5 If requested by the Owner, the Architect shall assist the Owner during negotiations with prospective contractors. The Architect shall subsequently prepare a summary report of the negotiation results, as directed by the Owner.

ARTICLE 2.6 CONTRACT ADMINISTRATION SERVICES

§ 2.6.1 GENERAL ADMINISTRATION

§ 2.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Architect.

§ 2.6.1.2 The Architect's responsibility to provide the Contract Administration Services under this Agreement commences with the award of the initial Contract for Construction and terminates at the expiration of the period of correction for the Work as described in the Contract for Construction.

§ 2.6.1.3 The Architect shall be a representative of and shall advise and consult with the Owner during construction until final payment to the Contractor is paid, and at the Owner's direction during the period of correction of the Work described in the Contract for Construction. The Architect shall furnish architectural services and consultations necessary to correct minor construction defects encountered during such correction period. The Architect shall assist the Owner in performing a review of the Project during the eleventh month after the date of substantial completion. Such services shall be furnished without additional charge except for travel and subsistence cost. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written amendment.

§ 2.6.1.4 Duties, responsibilities and limitations of authority of the Architect under this Article 2.6 shall not be restricted, modified or extended without written agreement of the Owner and Architect with consent of the Contractor, which consent will not be unreasonably withheld.

§ 2.6.1.5 The Architect shall review properly prepared, timely requests by the Contractor for additional information about the Contract Documents. A properly prepared request for additional information about the Contract Documents shall be in a form prepared or approved by the Architect and shall include a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested.

§ 2.6.1.6 If deemed appropriate by the Architect, the Architect shall on the Owner's behalf prepare, reproduce and distribute supplemental Drawings and Specifications in response to requests for information by the Contractor.

§ 2.6.1.7 The Architect shall interpret and decide matters concerning performance of the Owner and Contractor under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 2.6.1.8 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for the results of interpretations or decisions so rendered in good faith.

§ 2.6.1.9 The Architect shall render initial decisions on claims, disputes or other matters in question between the Owner and Contractor as provided in the Contract Documents. However, the Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 2.6.2 EVALUATIONS OF THE WORK

§ 2.6.2.1 The Architect, as a representative of the Owner, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the Owner and the Architect in Article 2.8, (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents. Such visits to the site shall be documented in writing on inspection report forms acceptable to Owner.

§ 2.6.2.2 The Architect shall report to the Owner known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the Architect shall not have control over the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or

charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

§ 2.6.2.3 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

§ 2.6.2.4 Except as otherwise provided in this Agreement or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

§ 2.6.2.5 The Architect shall have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 2.6.2.6 the Architect shall advise the Owner of required tests, inspections and test results; shall furnish coordination of such tests and inspections and shall advise the Owner of the results of same. Copies of test results shall be furnished upon request to the Owner.

§ 2.6.3 CERTIFICATION OF PAYMENTS TO CONTRACTOR

§ 2.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue Certificates for Payment in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 2.6.2 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 2.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 2.6.3.3 The Architect shall maintain a record of the Contractor's Applications for Payment.

§ 2.6.4 SUBMITTALS

§ 2.6.4.1 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures.

§ 2.6.4.2 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 2.6.4.3 If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Architect shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the Architect.

§ 2.6.5 CHANGES IN THE WORK

§ 2.6.5.1 The Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. The Architect may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified, as provided in Section 2.8-2. Preparation of Change Orders which do not substantially affect the Project shall be included in the completion computed in Paragraph 1.5.1.

§ 2.6.5.2 The Architect shall review properly prepared, timely requests by the Owner or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the Architect may issue an order for a minor change in the Work or recommend to the Owner that the requested change be denied.

§ 2.6.5.3 If the Architect determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, the Architect shall make a recommendation to the Owner, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, the Architect shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a Change in Services of the Architect. With the Owner's approval, the Architect shall incorporate those estimates into a Change Order or other appropriate documentation for the Owner's execution or negotiation with the Contractor.

§ 2.6.5.4 The Architect shall maintain records relative to changes in the Work.

§ 2.6.6 PROJECT COMPLETION

§ 2.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 2.6.6.2 The Architect's inspection shall be conducted with the Owner's Designated Representative to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 2.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including any amounts needed to pay for final completion or correction of the Work.

§ 2.6.6.4 The Architect shall receive from the Contractor and forward to the Owner: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment and (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens.

ARTICLE 2.7 FACILITY OPERATION SERVICES

§ 2.7.1 The Architect shall meet with the Owner or the Owner's Designated Representative promptly after Substantial Completion to review the need for facility operation services.

§ 2.7.2 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall conduct a meeting with the Owner and the Owner's Designated Representative to review the facility operations and performance and to make appropriate recommendations to the Owner.

ARTICLE 2.8 SCHEDULE OF SERVICES

§ 2.8.1 Design and Contract Administration Services beyond the following limits shall be provided by the Architect as a Change in Services in accordance with Section 1.3.3:

- .1 up to **Three** (**3**) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor.
- .2 up to **Four weekly** (**4**) visits to the site by the Architect over the duration of the Project during construction.
- .3 up to **Two** (**2**) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents.
- .4 up to **Two** (**2**) inspections for any portion of the Work to determine final completion.

§ 2.8.2 The following Design and Contract Administration Services shall be provided by the Architect as a Change in Services in accordance with Section 1.3.3:

- .1 review of a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 responses to the Contractor's requests for information where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 providing consultation concerning replacement of Work resulting from fire or other cause during construction;
- .4 evaluation of substitutions proposed by the Owner's consultants or contractors and making subsequent revisions to Instruments of Service resulting therefrom; except for any such substitution or revision recommended by Architect.

§ 2.8.3 The Architect shall furnish or provide the following services only if specifically designated:

Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description
.1 Programming	N/A	
.2 Land Survey Services	N/A	
.3 Geotechnical Services	N/A	
.4 Space Schematics/Flow Diagrams	Architect	
.5 Existing Facilities Surveys	Architect	
.6 Economic Feasibility Studies	N/A	
.7 Site Analysis and Selection	N/A	
.8 Environmental Studies and Reports	Architect	
.9 Owner-Supplied Data Coordination	Architect	
.10 Schedule Development and Monitoring	Architect	
.11 Civil Design	N/A	
.12 Landscape Design	N/A	
.13 Interior Design	N/A	
.14 Special Bidding or Negotiation	Architect/Owner	
.15 Value Analysis	N/A	
.16 Detailed Cost Estimating	N/A	
.17 On-Site Project Representation	Architect	
.18 Construction Management	N/A	
.19 Start-up Assistance	N/A	
.20 Record Drawings	Architect	
.21 Post-Contract Evaluation	N/A	
.22 Tenant-Related Services	N/A	
.23 As built	Contractor in coordination with Architect	
.24		

Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description
.25		

Description of Services.

(Insert descriptions of the services designated.)

2.8.3(a) To the extent any existing facilities are present at the location of the Project, the Architect shall provide a review of such existing facilities, and shall make recommendations to Owner regarding the modification, if any of such facilities which are necessary to complete the Project and to bring the existing facilities into compliance with applicable laws, codes, regulations and ordinances.

2.8.3(b) The Architect shall be responsible for coordination and review of all Owner supplied data, and the dissemination of such data to Owner's and Architect's consultants and to any contractors, subcontractors and other parties as may need such data to perform their duties or responsibilities with respect to the Project.

2.8.3(c) The Architect shall assist the Owner in preparing any Project schedules or timelines and in monitoring the progress of Owner, Architect, and any consultants, contractors, subcontractors or other parties which may be responsible for completing the tasks designated in such schedules or timelines. Architect shall make recommendations to Owner regarding changes and updates in schedules or timelines, as well as any action required by Owner as a result of any failure or any person to comply with such schedules or timelines.

2.8.3(d) The Architect shall provide cost estimate based on Construction Contract Documents. The estimate shall show a breakdown of the project cost in accordance with Owner's requirements and procedures.

2.8.3(e) The selection and compensation of the Project Representative, if required, shall be concurred in by the Owner.

2.8.3(f)) One (1) sets of Record Drawings shall be provided to the Owner. The costs of these sets shall be included in the compensation to the Architect notwithstanding Subparagraph 1.3.9.2. Any additional Record Drawings requested by Owner shall be provided by Architect to Owner at actual cost.

2.8.3(g) Existing facility surveys; Architect verification of existing conditions and measurements.

2.8.3(h) Schedule Development and Monitoring of Architect's overall Project schedule.

2.8.3(i) On-Site Project Representation: Architect's job-site inspections, weekly or more frequently, if needed.

2.8.3(j) Architectural/engineering services encompass the following items:

- .1 Structural/Electrical Engineering
- .2 Texas Accessibility Standards Review
- .3 40 Sets Plans/Specifications for contractors at actual cost

2.8.3(k) Architectural/engineering services include providing five (5) sets of prints of final plans. Forty (40) additional sets of final plans shall be provided by Architect to Owner at actual cost. Architect shall provide adequate backup documentation (i.e. printing invoices) to Owner for all reimbursable printing costs of final plans.

2.8.3(l) All services under 2.8.3 should be at no additional cost to the Owner

ARTICLE 2.9 MODIFICATIONS

§ 2.9.1 Modifications to this Standard Form of Architect's Services: Design and Contract Administration, if any, are as follows:

See Exhibits "A" and "B" containing Article 3 and 4, and Exhibit 'C' AIA Document A201 as modified by Owner, all of which are attached hereto and incorporated herein by reference.

By its execution, this Standard Form of Architect's Services: Design and Contract Administration and modifications hereto are incorporated into the Standard Form of Agreement Between the Owner and Architect, AIA Document B141-1997, that was entered into by the parties as of the date: June 17, 2008.

APPROVED BY COMMISSIONERS' COURT ON June 17, 2008.

Approved as to form:
Atlas & Hall, LLP

By: _____

Attest:

Arturo Guajardo Jr., County Clerk

OWNER

(Signature)

Juan D. Salinas III, County Judge
County of Hidalgo

(Printed name and title)

ARCHITECT

(Signature)

Eduardo Alcocer, Partner

(Printed name and title)

AI-10081

11.B.1.

**Request for payment Application No. 9 for Rio Valley Construction
CC REGULAR**

Date: 07/11/2008

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Submitted For: Rocio Villarreal

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Prct. 2

Information

CAPTION

A. Requesting approval and/or ratification (whichever is applicable) of Architect's Supplemental Instructions No. 1 (funded from the Betterment Allowance) in the amount of \$994.20 to contractor Rio Valley Construction, in connection with the "Construction of Precinct No. 2 Multi-Purpose Facility at South Tower Road Park" C-07-042A-09-25

B. Requesting approval and/or ratification (whichever is applicable) of Architect's Supplemental Instructions No. 2 (funded from the Betterment Allowance) in the amount of \$12,845.50 to contractor Rio Valley Construction, in connection with the "Construction of Precinct No. 2 Multi-Purpose Facility at South Tower Road Park" C-07-042A-09-25

C. Requesting approval and/or ratification (whichever is applicable) of Architect's Supplemental Instructions No. 3 to provide all labor, materials, and equipment necessary to complete the clarification shown on the supplemental drawings, from contractor Rio Valley Construction, in connection with the "Construction of Precinct No. 2 Multi-Purpose Facility at South Tower Road Park" C-07-042A-09-25

D. Approval of request for payment of Application No. 9 in the amount of \$81,465.82 from Rio Valley Construction, Inc. awarded contractor for the, "Construction of Precinct No. 2 Multi-Purpose Facility at South Tower Road Park," and as certified for payment by project architect, VA Architecture; C-07-042A-09-25.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1302-466-00-122-022-0-720

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO# 592311

Attachments

Link: [Supplemental No. 1](#)

Link: [Supplemental No. 2](#)

Link: [Supplemental No. 3](#)

Link: Payment No. 9

Form Routing/Status

Form Started By: Rocio
Villarreal

Started On: 07/08/2008 08:26
AM

Final Approval Date: 07/08/2008

AIA® Document G710™ – 1992

Architect's Supplemental Instructions

PROJECT (*Name and address*):
Multi-Purpose Facility for Hidalgo
County Pct. 2 in partnership with
County of Hidalgo Urban County
Program and Hidalgo County WIC
Program
Pharr, Texas

OWNER (*Name and address*):
Hidalgo County

FROM ARCHITECT (*Name and address*):
Reynaldo Vargas, Architect, Inc. dba
V-A Architecture
2029 Industrial Drive, McAllen,
Texas 78504

TO CONTRACTOR (*Name and address*):
Rio Valley Construction, Inc.
4124 North Taylor Rd., McAllen,
Texas 78504

**ARCHITECT'S SUPPLEMENTAL
INSTRUCTION NO:** 001

DATE OF ISSUANCE: November 20, 2007

CONTRACT FOR: General Construction

CONTRACT DATE: September 11, 2007

ARCHITECT'S PROJECT NUMBER: 00-1001
Contract Number: C-07042A-09-258
PO# 592311

OWNER: ☐
ARCHITECT: ☒
CONSULTANT: ☐
CONTRACTOR: ☒
FIELD: ☐
OTHER: ☐



The Work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. Proceeding with the Work in accordance with these instructions indicates your acknowledgment that there will be no change in the Contract Sum or Contract Time.

DESCRIPTION:

1. Additional Copies of Contract Documents \$994.20

ORIGINAL ALLOWANCE/ CONTINGENCY AMOUNT		NET CHANGE TO AMT. BY PREVIOUS ASI's	BALANCE PRIOR TO THIS ASI	INCREASE/ DECREASE OF AMT. BY THIS ASI	NEW BALANCE
Betterment	(\$10,000.00)	\$0.00	(\$10,000.00)	\$994.20	(\$9,005.80)
HVAC	(\$2,000.00)	\$0.00	(\$2,000.00)	\$0.00	(\$2,000.00)
Plumbing	(\$2,000.00)	\$0.00	(\$2,000.00)	\$0.00	(\$2,000.00)
Electrical	(\$2,000.00)	\$0.00	(\$2,000.00)	\$0.00	(\$2,000.00)
Structural	(\$2,000.00)	\$0.00	(\$2,000.00)	\$0.00	(\$2,000.00)
Lawn Sprinkler	(\$5,000.00)	\$0.00	(\$5,000.00)	\$0.00	(\$5,000.00)
TOTALS	(\$23,000.00)	\$0.00	(\$23,000.00)	\$994.20	(\$22,005.80)

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User Notes:

(1907966735)

ATTACHMENTS:

(Here insert listing of documents that support description.)

1. Reimbursable Invoice from V-A Architecture dated 11/20/07
2. Invoice #N0809 from Paperboy Printers dated 11/5/07

ISSUED BY THE ARCHITECT:


(Signature)

Reynaldo Vargas, Architect/President, A.I.A.
(Printed name and title)



V·A Architecture

REQUEST FOR PAYMENT NO: One (Reimbursable)

Project Name: County of Hidalgo Multi-Purpose Facility in Partnership with t No. 07-1004
County of Hidalgo Urban County Program, Hidalgo County WIC Program
Alamo, Texas

Architeturual Firm: V-A Architecture

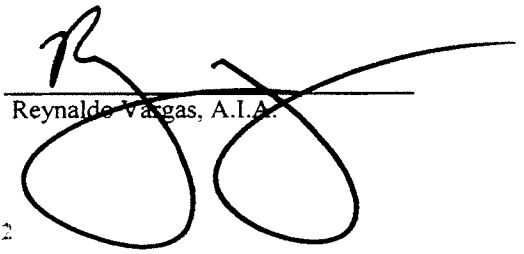
Address: 2029 Industrial Drive

City/State McAllen, Texas 78504

Scope of Services	Invoice	Total Due	Less Prev. Payments	Amount Due This Request
Reimbursables: Paperboy Printers Inv. # N0809	*\$ 994.20	*\$ 994.20	*\$ 0.00	*\$ 994.20
TOTALS	*\$ 994.20	*\$ 994.20	*\$ 0.00	*\$ 994.20
Total Amount This Request				*\$ 994.20

I certify that the above is true and correct to
the best of my knowledge.

VA Architecture November 20, 2007
Architect Date


Reynaldo Vargas, A.I.A.

ANY AND ALL QUESTIONS PERTAINING TO THIS INVOICE
SHALL BE ADDRESSED ONLY TO SONIA INFANTE AT 956-631-2242



Vargas & Associates
2029 Industrial Drive
McAllen, Texas 78504
(956) 631-2242

Invoice

Number: N0809

Date: November 05, 2007

Bill To:

Rio Valley
Construction, Inc.
4124 N Taylor Rd.
McAllen, TX 78504

Ship To:

V-A Architecture
2029 Industrial Drive
McAllen, TX. 78504

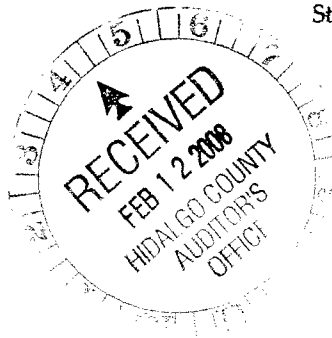
P.O. Number	Terms	Project	Customer #	Code
110507	15	07-1004	VA	BPSP

Item #	Description	Quantity	Price Each	Tax	Amount
392436	10 Sets Blueprints Architectural	390.00	1.70		663.00
2768511	10 Sets Specifications Architectural	2,760.00	0.12		331.20
County of Hidalgo Precinct 2 Multipurpose Facility for Hidalgo County VA Project # 07-1004					

Sub-Total \$994.20

State Tax 8.25% on 0.00 0.00

Total \$994.20



AIA® Document G710™ – 1992

Architect's Supplemental Instructions

PROJECT (*Name and address*):
Multi-Purpose Facility for Hidalgo
County Pct. 2 in partnership with
County of Hidalgo Urban County
Program and Hidalgo County WIC
Program
Pharr, Texas

**ARCHITECT'S SUPPLEMENTAL
INSTRUCTION NO:** 002

OWNER: ☐
ARCHITECT: ☒
CONSULTANT: ☐
CONTRACTOR: ☒
FIELD: ☐
OTHER: ☐

OWNER (*Name and address*):
Hidalgo County

DATE OF ISSUANCE: January 4, 2008

CONTRACT FOR: General Construction

FROM ARCHITECT (*Name and
address*):
Reynaldo Vargas, Architect, Inc. dba
V-A Architecture
2029 Industrial Drive, McAllen,
Texas 78504

CONTRACT DATE: September 11, 2007

TO CONTRACTOR (*Name and
address*):

ARCHITECT'S PROJECT NUMBER: 00-1001
Contract Number: C-07042A-09-258
PO# 592311

Rio Valley Construction, Inc.
4124 North Taylor Rd., McAllen,
Texas 78504

The Work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. Proceeding with the Work in accordance with these instructions indicates your acknowledgment that there will be no change in the Contract Sum or Contract Time.

DESCRIPTION:

PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY FOR THE FOLLOWING:

1. Add switch and reconnect light in room 153B \$95.00
2. Relocate 1G receptacles & phone/data from south wall in room 144 to east wall, and add additional 1G receptacle & phone/data to east wall. \$240.00
3. Add additional millwork in room #152 \$2,017.00
4. Add additional millwork in room #148 \$1,864.00
5. Add additional millwork in room #144 \$3,024.00
6. Add an additional HVAC drop in room 153B \$250.00
7. Add an additional partition wall in room 153 \$460.00
8. Add HM frame with hardware set No. 6 \$950.00

TOTAL \$12,845.50



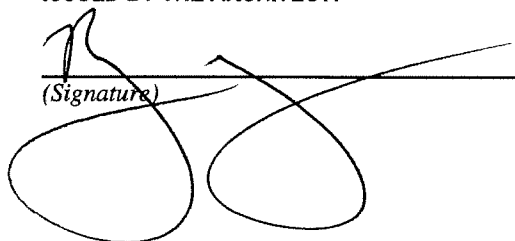
ORIGINAL ALLOWANCE/ CONTINGENCY AMOUNT	NET CHANGE TO AMT. BY PREVIOUS ASI's	BALANCE PRIOR TO THIS ASI	INCREASE/ DECREASE OF AMT. BY THIS ASI	NEW BALANCE
Betterment (\$10,000.00)	\$994.20	(\$9,005.80)	\$9,005.80	(\$0.00)
HVAC (\$2,000.00)	\$0.00	(\$2,000.00)	\$839.70	(\$1,160.30)
Plumbing (\$2,000.00)	\$0.00	(\$2,000.00)	\$0.00	(\$2,000.00)
Electrical (\$2,000.00)	\$0.00	(\$2,000.00)	\$1,000.00	(\$1,000.00)
Structural (\$2,000.00)	\$0.00	(\$2,000.00)	\$2,000.00	(\$0.00)
Lawn Sprinkler (\$5,000.00)	\$0.00	(\$5,000.00)	\$0.00	(\$5,000.00)
TOTALS (\$23,000.00)	\$994.20	(\$23,000.00)	(\$12,845.50)	\$9,160.30

ATTACHMENTS:

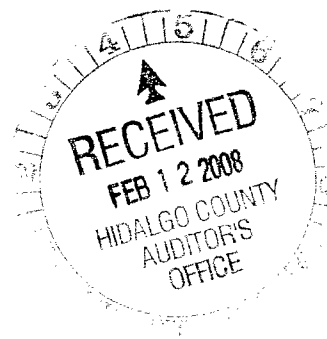
(Here insert listing of documents that support description.)

- A. Proposal #2RRR From Rio Valley Construction dated 1/4/08
- B. DWG 1 of 10: Dimensioned Floor Plan
- C. DWG 2 of 10: Dimensioned Floor Plan
- D. DWG 3 of 10: Millwork Elevations, Rm. 152
- E. DWG 4 of 10: New Cabinet @ Lact. 148
- F. DWG 5 of 10: Millwork Elevations, Rm. 144
- G. DWG 6 of 10: Cabinet @ Lab 152
- H. DWG 7 of 10: Cabinet @ Office 144
- I. DWG 8 of 10: Section @ Cabinets
- J. DWG 9 of 10: Stg. Cabinet @ Rm. 141 & 138
- K. DWG 8 of 10: Section @ Cabinets

ISSUED BY THE ARCHITECT:


(Signature)

Reynaldo Vargas, Architect/President, A.I.A.
(Printed name and title)





RIO VALLEY

Construction, Inc.

Proposal #2RRR

Precinct No. 2 Multi Purpose Facility

01-04-08

The following is a firm commitment given to the owner from Rio Valley Construction, Inc. regarding the following possible changes.

Total Proposal = \$12,845.50

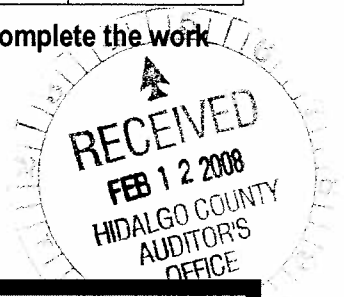
Description of Additional Work

#	DESCRIPTION OF WORK	Price	Days
1	Labor and Material:		0
	• Add switch and reconnect light in room 153B	\$95.00	
	• Relocate 1G receptacle & phone/data from south wall in room 144 to east wall & add an additional 1G receptacle & phone/data to east wall.	\$240.00	
	• Add additional millwork in room #'s		
	o 152	\$2,017.00	
	o 148	\$1,864.00	
	o 144	\$3,024.00	
	o 141	\$1,025.00	
	• Add an additional H.V.A.C drop in room 153B	\$250.00	
	• Add an additional partition wall in room 153	\$460.00	
2	• Add HM frame with hardware set No.6	\$950.00	0
	• Add an additional 24 (C1) LCN 1461 REG/PA AL Closers	\$2,920.50	
3	Total=	\$12,845.50	0
4	Overhead & Profit if Processed through a C.O	\$2,569.10	0
5	Total=	\$15,414.60	0

Comments: the above pricing reflects the labor and material needed in order to complete the work indicated above.

Respectfully,

Joshua Belgum, Project Manager



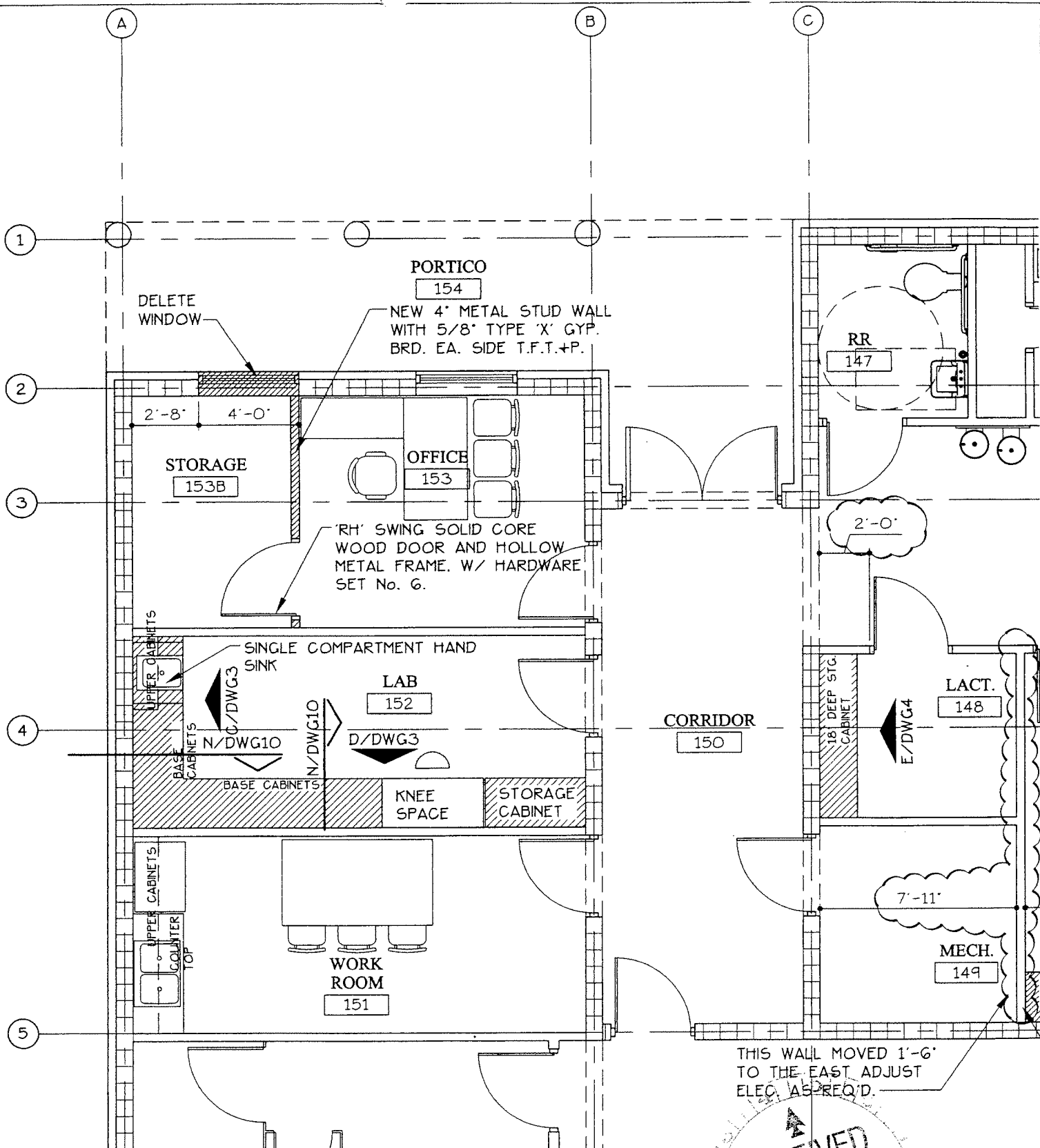
Phone: (956) 687-1972

Fax: (956) 687-3311

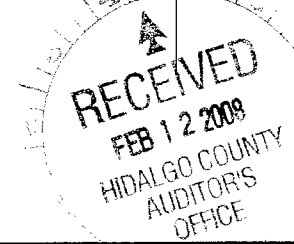
E-mail: info@riovalleyconstruction.com

Mailing Address: P.O. Box 2963 McAllen, TX 78502

Shipping Address: 4124 North Taylor Rd. McAllen, TX 78504



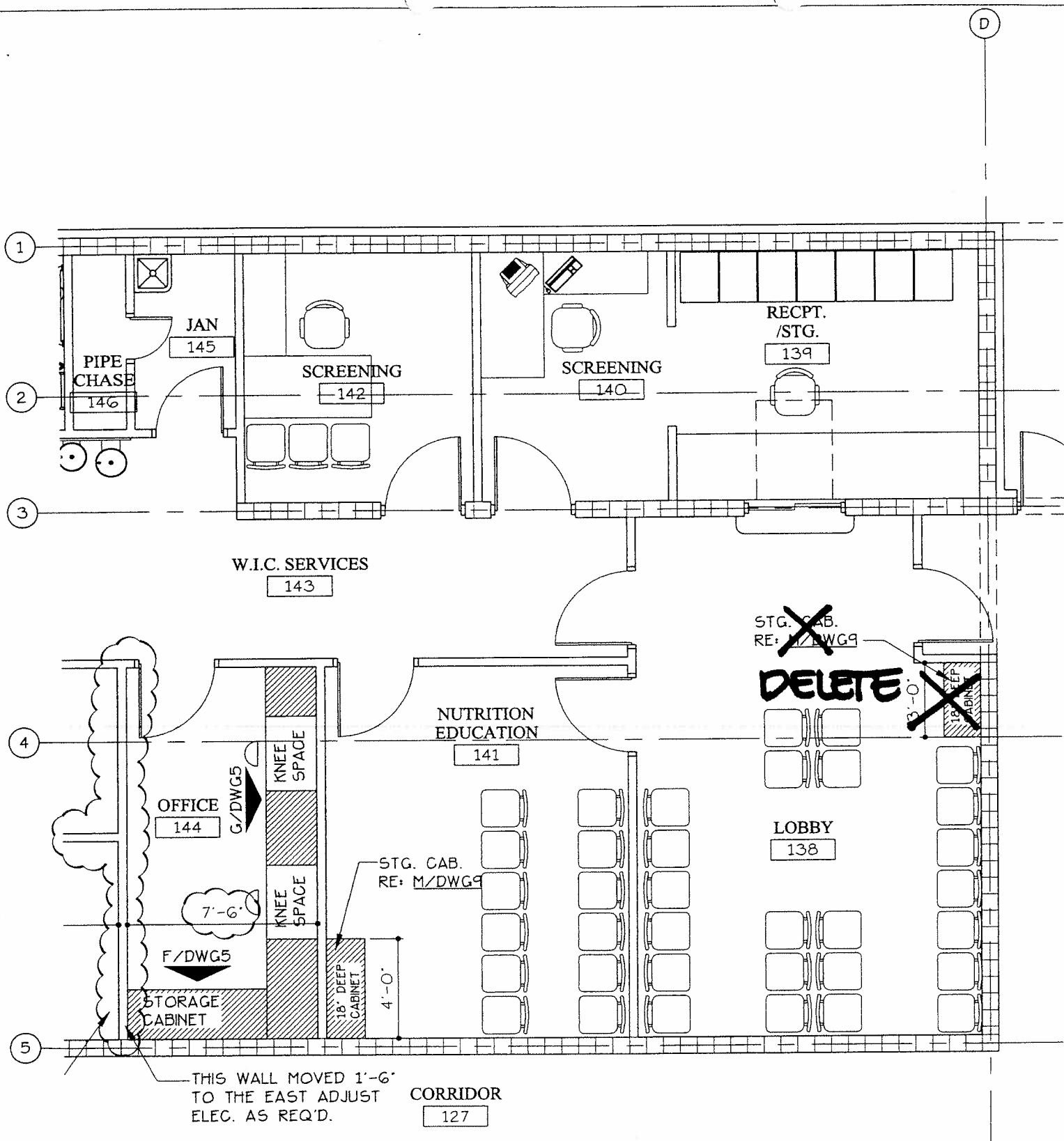
THIS WALL MOVED 1'-6"
TO THE EAST ADJUST
ELEC. AS REQ'D.



07-1004B
01-04-2008
ASI #2
DWG 1 OF 10
© ALL RIGHTS RESERVED.
DATE: 01-04-08

A DIMENSIONED FLOOR PLAN

SCALE: 3/16" = 1'-0"
0704FLO1-PR1



B

DIMENSIONED FLOOR PLAN

SCALE: 3/16" = 1'-0"
0704FLO1-PR1

07-1004B
01-04-2008
ASI #2
DWG 2 OF 10

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SHEET
OF

DWG 2



V.A. Architecture

Vargas & Associates 8028 Industrial drive McAllen, Texas 78501 (956) 851-2242

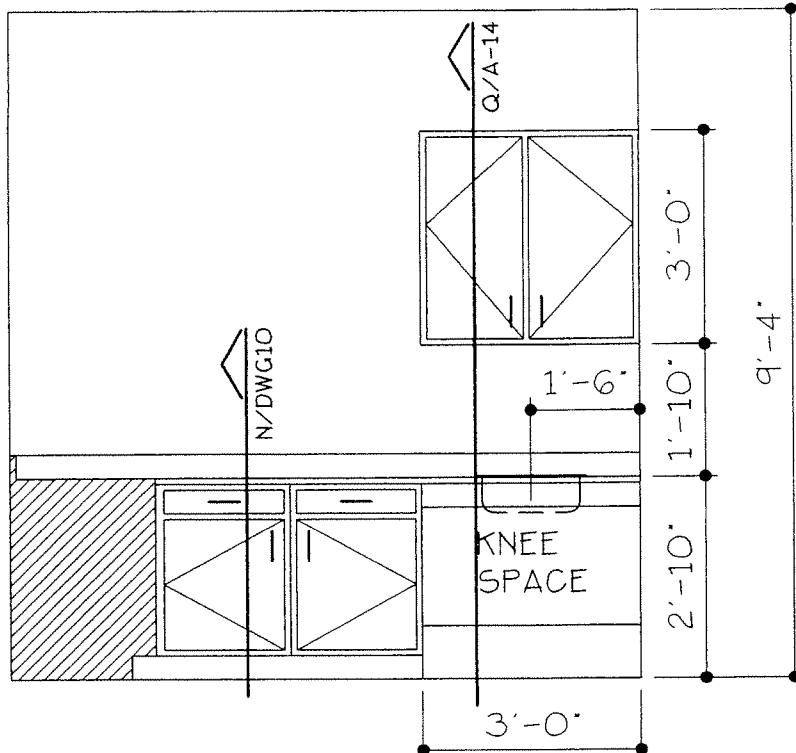
**COUNTY OF HIDALGO PRECINCT 2
MULTI-PURPOSE FACILITY**

FOR
HIDALGO COUNTY
COMMISSIONER HECTOR "TITO" PALACIOS

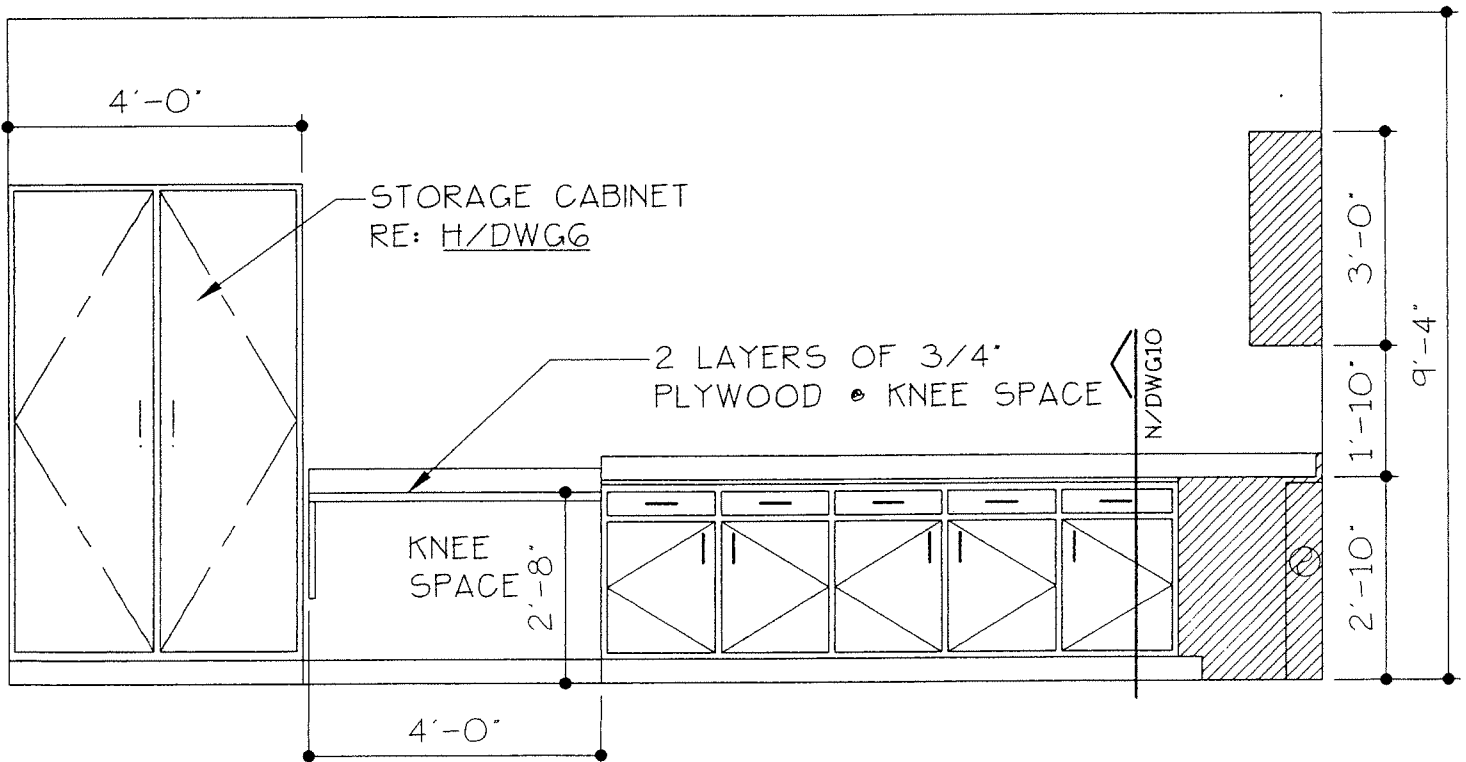
These drawings and specifications are used shall remain the property of V.A. Architecture. They may not be reused, reproduced or altered in any way, date or form without prior written approval and with appropriate compensation.

VA Architecture

JOB NO. 07-1004
DATE: 11-08-07
REVISIONS: 01-04-08
DRAWN BY:



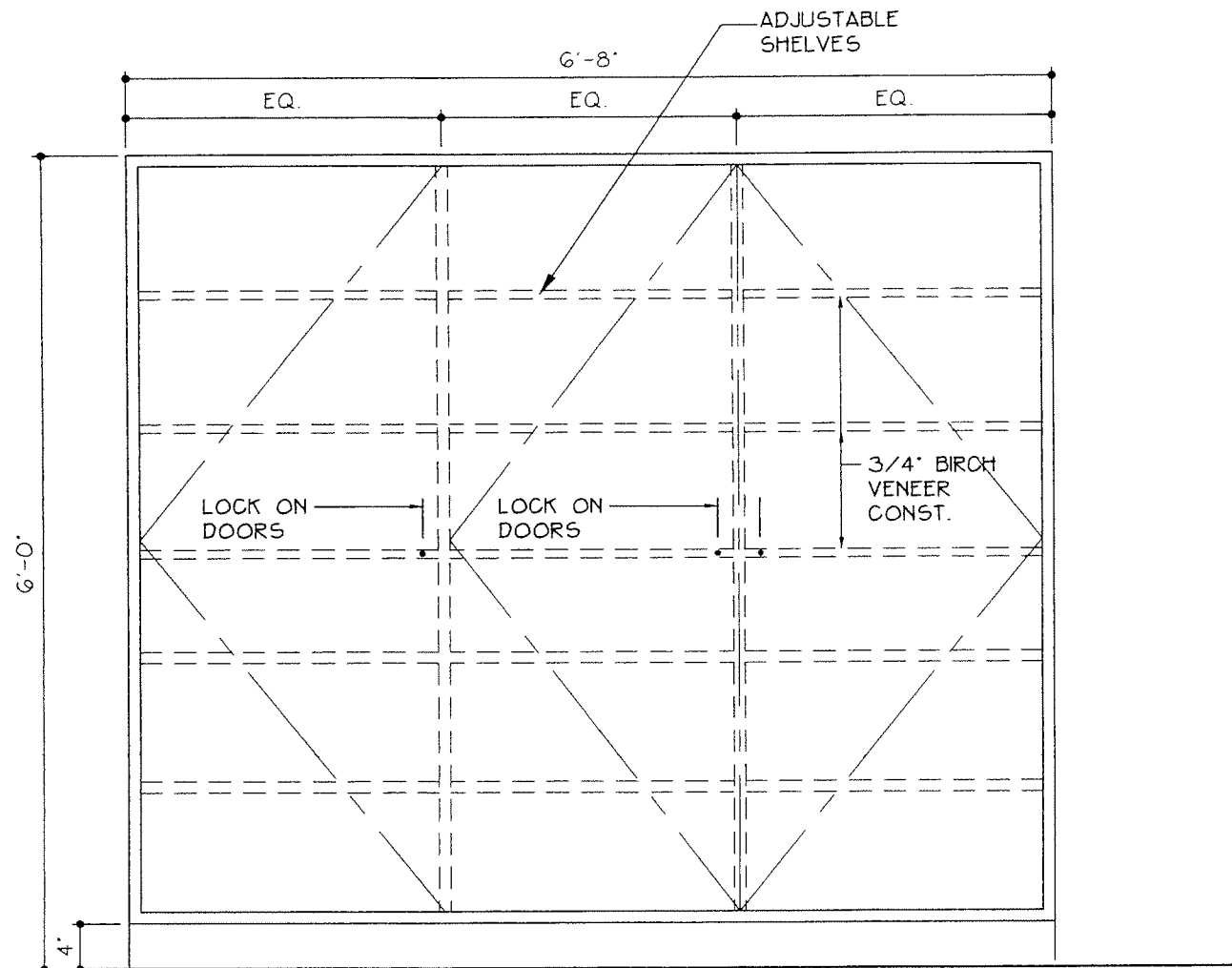
C MILLWORK ELEVATION - RM. 152
 SCALE: 3/16" = 1'-0"
 0704FLO1



D MILLWORK ELEVATION - RM. 152
 SCALE: 3/16" = 1'-0"
 0704FLO1

07-1004B
 01-04-2008
 ASI #2
 DWG 3 OF 10
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**NEW
CABINET • LACT. 148**

SCALE: 3/4" = 1'-0"

MDOOO162-C



07-1004B
01-04-2008
ASI #2
DWG 4 OF 10

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DWG 4
OF



V.A. Architecture

Yargo & Associates 2089 Industrial Drive McAllen, Texas 78501 (956) 631-8840

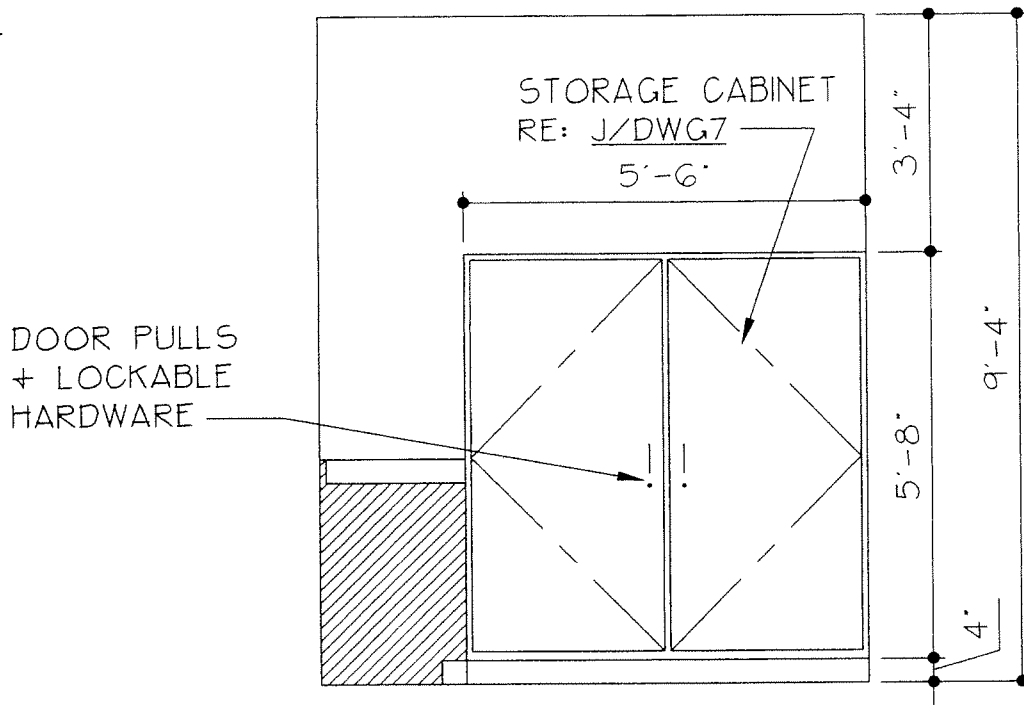
**COUNTY OF HIDALGO PRECINCT 2
MULTI-PURPOSE FACILITY**

FOR
HIDALGO COUNTY
COMMISSIONER HECTOR "TITO" PALACIOS

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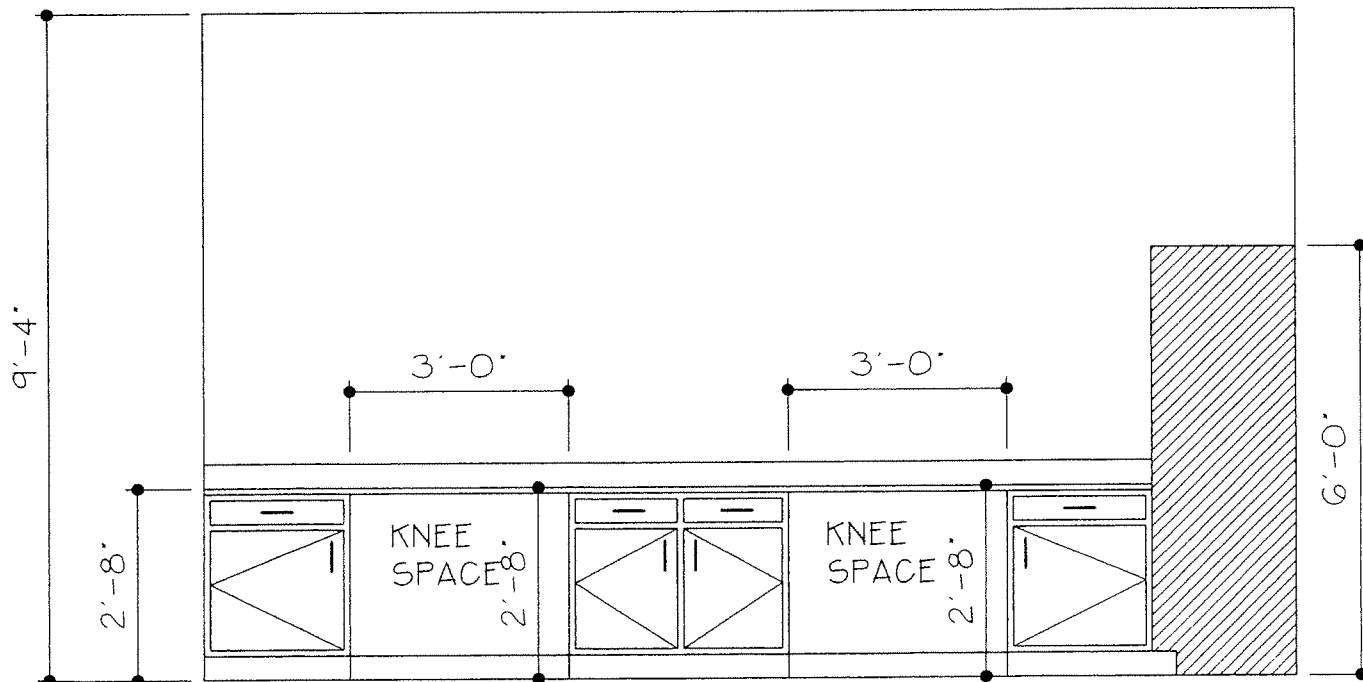
JOB NO. 07-1004
DATE: 11-08-07
REVISIONS: 01-04-08
DRAWN BY:



F MILLWORK ELEVATION - RM. 144

SCALE: 3/16" = 1'-0"

O704FLO1



G MILLWORK ELEVATION - RM. 144

SCALE: 3/16" = 1'-0"

O704FLO1

O7-1004B
01-04-2008
ASI #2
DWG 5 OF 10

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DATE: 01-04-08

SHEET DWG 5



V.A. Architecture

Vargas & Associates 2029 Industrial drive McAllen, Texas 78501 (956) 831-2842

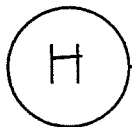
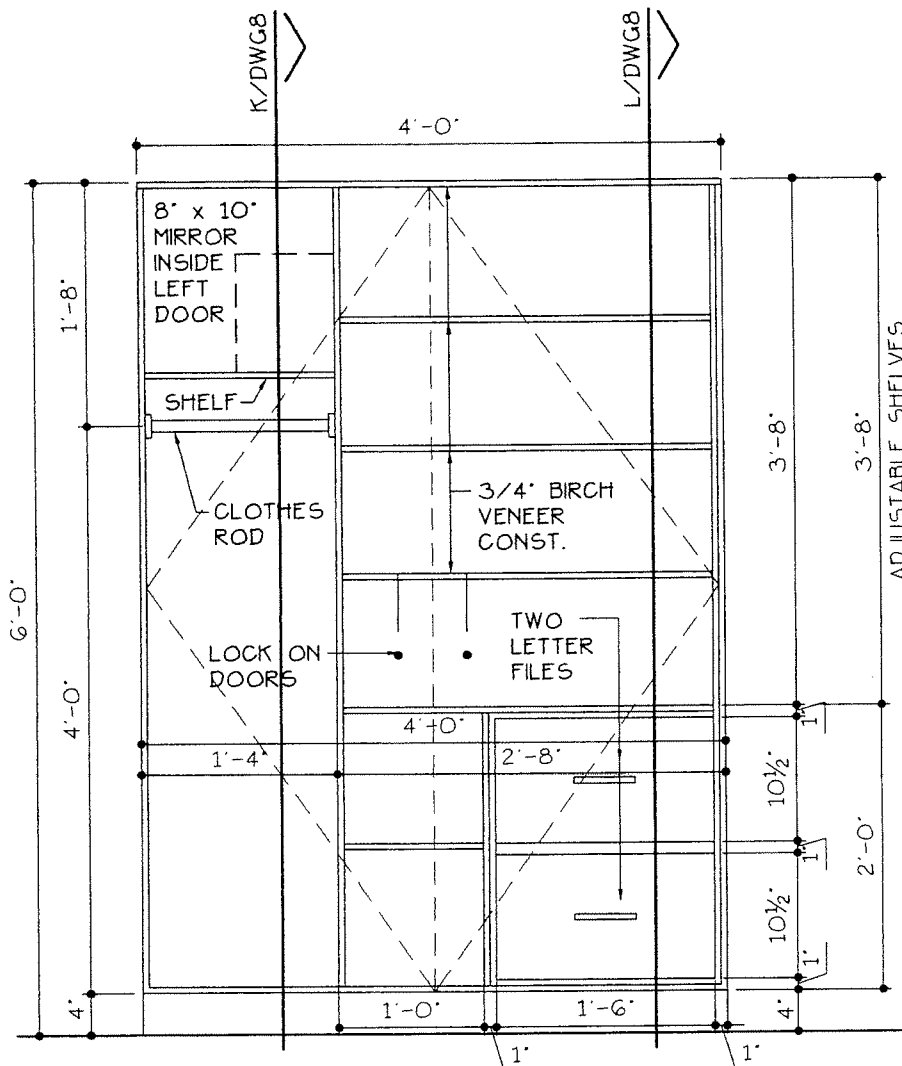
**COUNTY OF HIDALGO PRECINCT 2
MULTI-PURPOSE FACILITY**

FOR
HIDALGO COUNTY
COMMISSIONER HECTOR "TITO" PALACIOS

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V.A. Architecture

JOB NO. 07-1004
DATE: 11-08-07
REVISIONS: 01-04-08
DRAWN BY:



CABINET • LAB 152

SCALE: 3/4" = 1'-0"
MD000001

07-1004B
01-04-2008
ASI #2
DWG 6 OF 10

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DATE: 01-04-08

SHEET
OF
DWG 6



V.A Architecture
Vargas & Associates 2028 Industrial drive McAllen, Texas 78501 (954) 431-2242

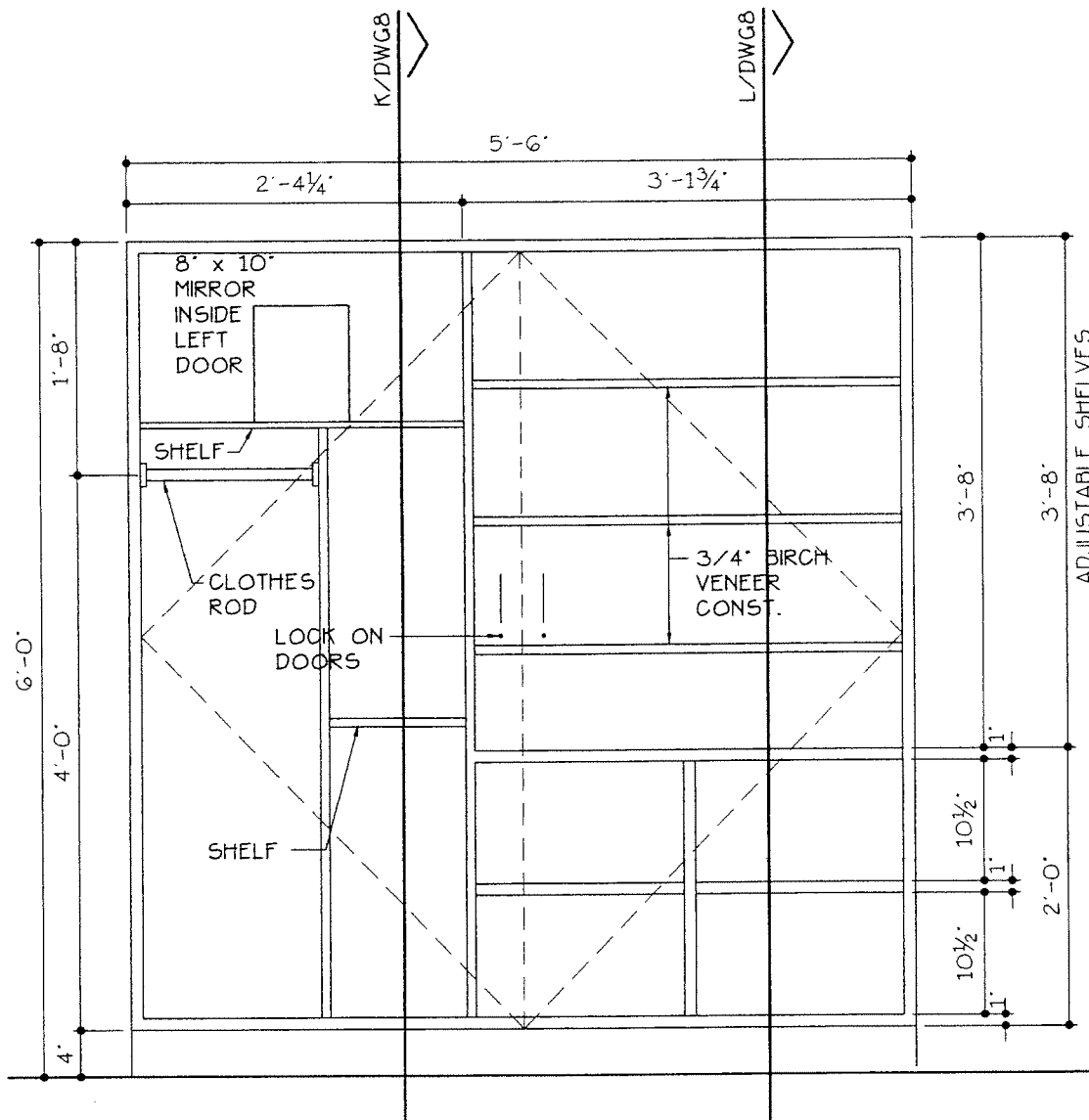
**COUNTY OF HIDALGO PRECINCT 2
MULTI-PURPOSE FACILITY**

FOR
HIDALGO COUNTY
COMMISSIONER HECTOR "TITO" PALACIOS

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WA Architecture

JOB NO. 07-1004
DATE: 11-06-07
REVISIONS: 01-04-08
DRAWN BY:



J

CABINET • OFFICE 144

SCALE: 3/4" = 1'-0"
MD000162-B

07-1004B
01-04-2008
ASI #2
DWG 7 OF 10

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SHEET
DWG 7
OF



V.A. Architecture

Vargas & Associates 3029 Industrial Drive McAllen, Texas 78501 (956) 631-2342

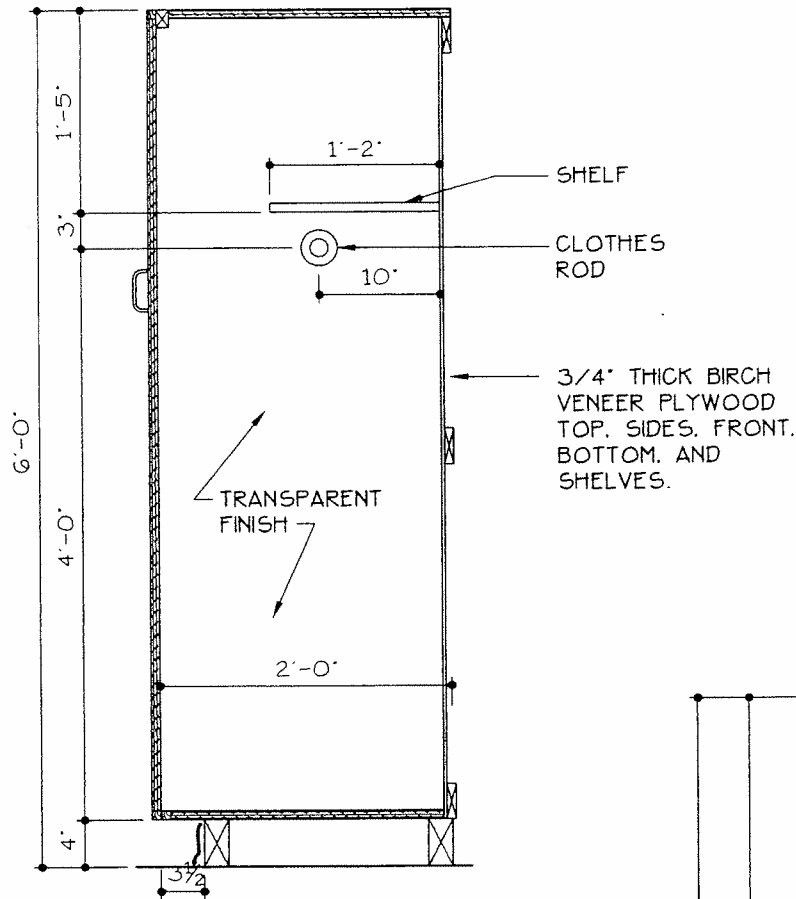
COUNTY OF HIDALGO PRECINCT 2
MULTI-PURPOSE FACILITY

FOR
HIDALGO COUNTY
COMMISSIONER HECTOR "TITO" PALACIOS

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VA Architecture

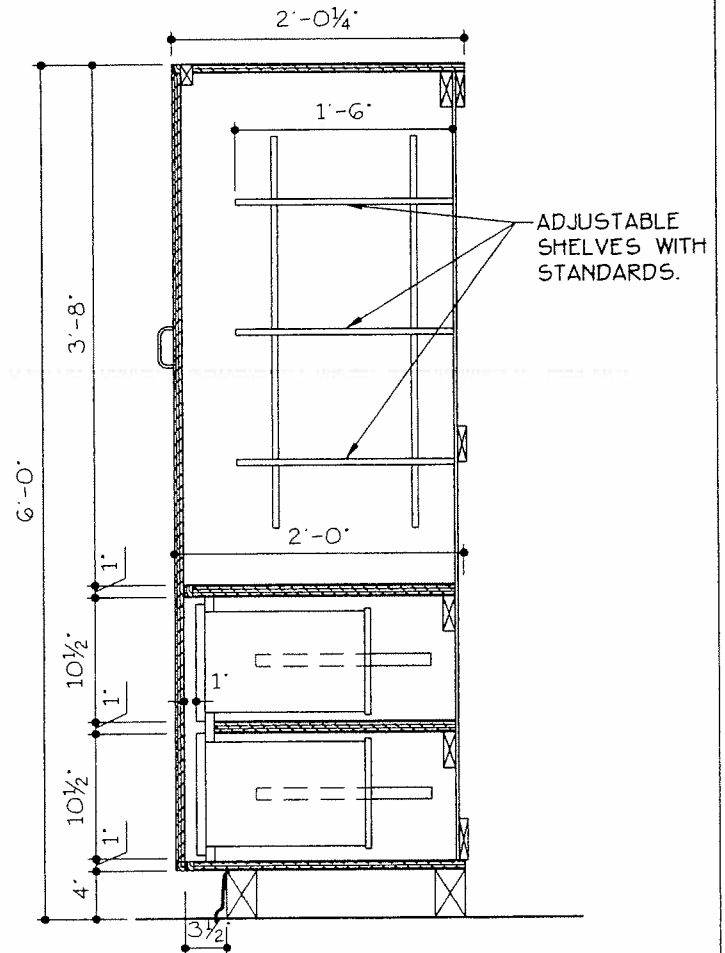
JOB NO. 07-1004
DATE: 11-08-07
REVISIONS: 01-04-08
DRAWN BY:



K

SECTION • CABINET

SCALE: 3/4" = 1'-0"
MD000002



L

SECTION • CABINET

SCALE: 3/4" = 1'-0"
MD000003

07-1004B
01-04-2008
ASI #2
DWG 8 OF 10

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SHEET DWG 8



V.A Architecture

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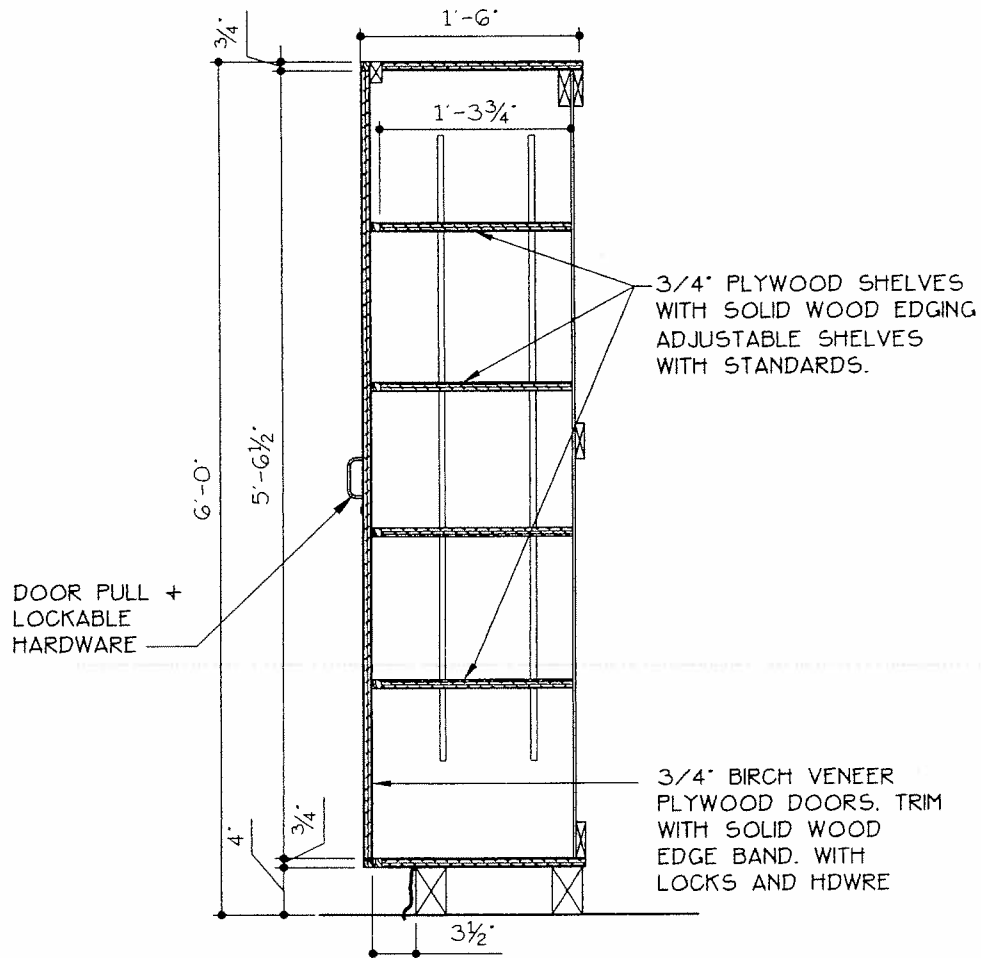
**COUNTY OF HIDALGO PRECINCT 2
MULTI-PURPOSE FACILITY**

FOR
HIDALGO COUNTY
COMMISSIONER HECTOR "TITO" PALACIOS

These drawings and specifications are not to be used for any other purpose without the written approval of the architect.

VA Architecture

JOB NO. 07-1004
DATE: 11-08-07
REVISIONS: 01-04-08
DRAWN BY:



STG. CABINET • RM 141 + 138

SCALE: 3/4" = 1'-0"
MD000025-B

07-1004B
01-04-2008
ASL #2
DWG 9 OF 10

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DATE: 01-04-08

SHEET DWG 9

OF



V.A. Architecture

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**COUNTY OF HIDALGO PRECINCT 2
MULTI-PURPOSE FACILITY**

FOR

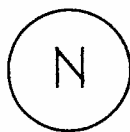
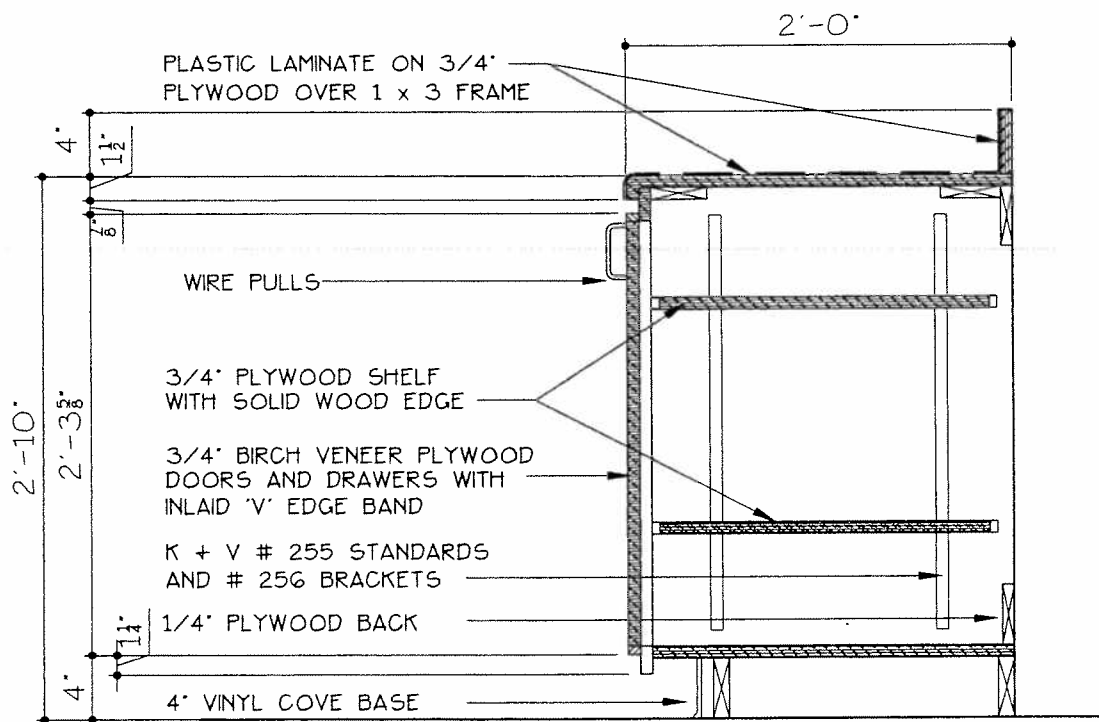
HIDALGO COUNTY
COMMISSIONER HECTOR "TITO" PALACIOS

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by

V.A. Architecture

JOB NO. 07-1004
DATE: 11-06-07
REVISIONS: 01-04-08
DRAWN BY:



SECTION • CABINETS

SCALE: 1" = 1' - 0"
MD000266-B

07-1004B
01-04-2008
ASI #2
DWG 10 OF
10
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SHEET
DWG 10
OF



V.A. Architecture

Vargas & Associates 2020 Industrial Drive McAllen, Texas 78501 (361) 631-2841

**COUNTY OF HIDALGO PRECINCT 2
MULTI-PURPOSE FACILITY**

FOR
HIDALGO COUNTY
COMMISSIONER HECTOR 'TITO' PALACIOS

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V.A. Architecture

JOB NO. 07-1004
DATE: 11-08-07
REVISIONS: 01-04-08
DRAWN BY:

AIA® Document G710™ – 1992

Architect's Supplemental Instructions

PROJECT (*Name and address*):
Multi-Purpose Facility for Hidalgo
County Pct. 2 in partnership with
County of Hidalgo Urban County
Program and Hidalgo County WIC
Program
Pharr, Texas

**ARCHITECT'S SUPPLEMENTAL
INSTRUCTION NO:** 003

OWNER: ☐
ARCHITECT: ☒
CONSULTANT: ☐
CONTRACTOR: ☒
FIELD: ☐
OTHER: ☐

OWNER (*Name and address*):
Hidalgo County

DATE OF ISSUANCE: January 7, 2008

CONTRACT FOR: General Construction

FROM ARCHITECT (*Name and
address*):
Reynaldo Vargas, Architect, Inc. dba
V•A Architecture
2029 Industrial Drive, McAllen,
Texas 78504

CONTRACT DATE: September 11, 2007

TO CONTRACTOR (*Name and
address*):

ARCHITECT'S PROJECT NUMBER: 00-1001
Contract Number: C-07042A-09-258
PO# 592311

Rio Valley Construction, Inc
4124 North Taylor Rd., McAllen,
Texas 78504

The Work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. Proceeding with the Work in accordance with these instructions indicates your acknowledgment that there will be no change in the Contract Sum or Contract Time.

DESCRIPTION:

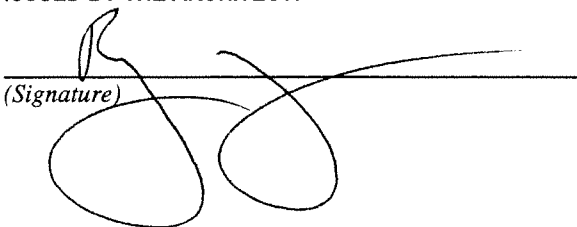
PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO COMPLETE THE CLARIFICATIONS SHOWN ON THE SUPPLEMENTAL DRAWINGS (8½" X 11") LISTED BELOW AND ATTACHED HERewith, IN ACCORDANCE WITH THE CONTRACT DOCUMENTS:

ATTACHMENTS:

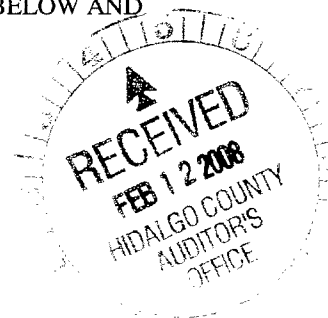
(Here insert listing of documents that support description.)

- A. DWG 1: Dimensioned Floor Plan & Wall Section
- B. DWG 2: Plan Detail & Detail

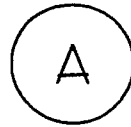
ISSUED BY THE ARCHITECT:


(Signature)

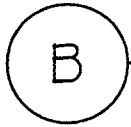
Reynaldo Vargas, Architect/President, A.I.A.
(Printed name and title)



○ A

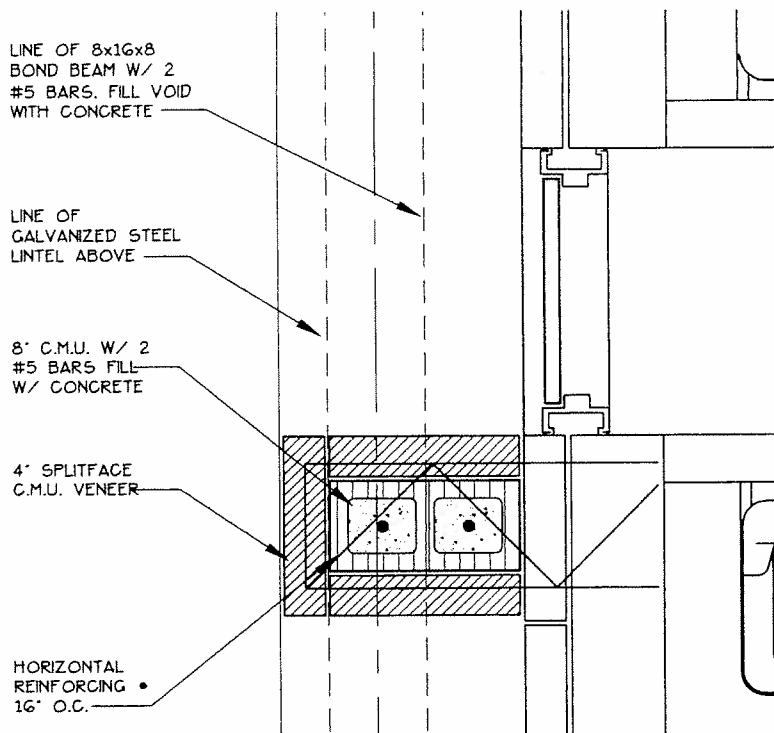


SCALE: 3/16" = 1'-0"
O7O4FLO1-ASI#3



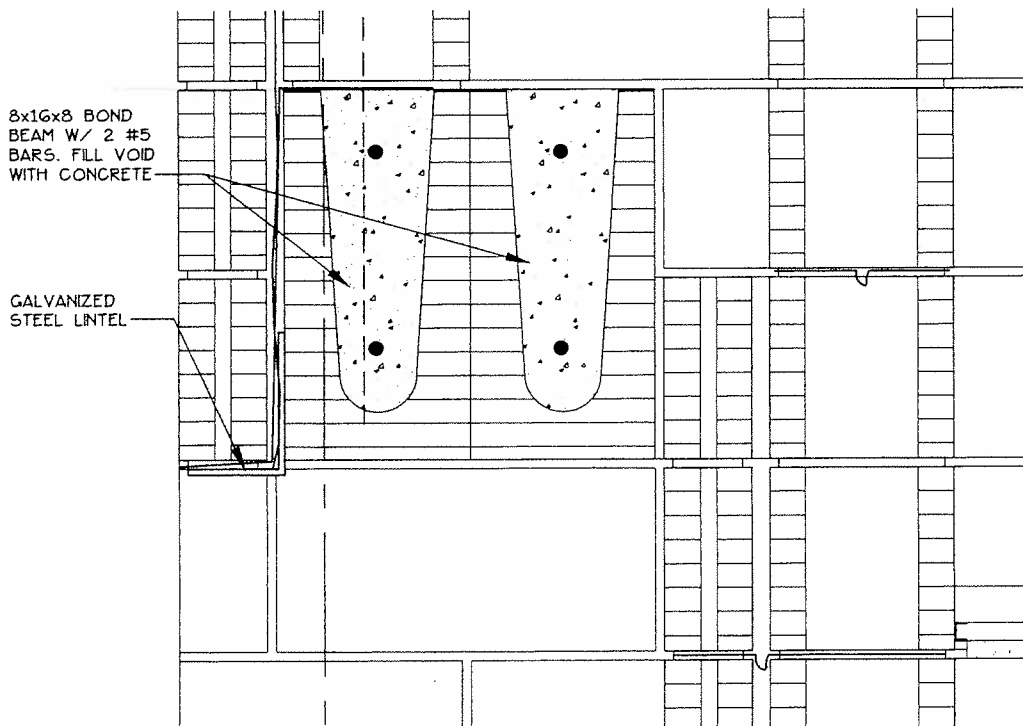
SCALE: $3/8" = 1'-0"$
O7O4FLO1-ASI#3

© ALL RIGHTS RESERVED:
DATE: 01-04-08



A PLAN DETAIL

SCALE: 3/4" = 1'-0"
0704FLO1-ASI#3



B DETAIL

SCALE: 1 1/4" = 1'-0"
0704FLO1-ASI#3

07-1004B
01-07-2008
ASI #3
DWG 2 OF 2

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DATE: 01-04-08

SHEET DWG 2



V.A Architecture

Vargne & Associates 2028 Industrial Drive Modesto, Texas 75501 (956) 831-2842

**COUNTY OF HIDALGO PRECINCT 2
MULTI-PURPOSE FACILITY**

FOR
HIDALGO COUNTY
COMMISSIONER HECTOR "TITO" PALACIOS

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VA Architecture

JOB NO. 07-1004
DATE: 11-06-07
REVISIONS: 01-04-08
DRAWN BY:

V·A Architecture

February 12, 2008

Lupita Garza
Accounting Clerk
Hidalgo County Auditor's Office
2802 S. Closner
Edinburg, Texas 78539

RE: County of Hidalgo Precinct No. 2 Multi-Purpose Facility in Partnership with the County of Hidalgo Urban County Program and Hidalgo County WIC Program

Ms. Garza:

As per your request enclosed please find AIA Document G710, Architect's Supplemental Instructions #1, #2, and #3, for the above referenced project.

Should you have any questions, please phone our office.

Sincerely,

Reynaldo Vargas, Architect

RECEIVED BY: _____ TIME: _____



Vargas & Associates
2029 Industrial Drive
McAllen, Texas 78504
(956) 631-2242

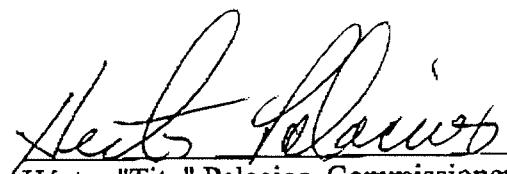
V·A Architecture

A.

Review and Approval by Hidalgo County Precinct No. 2 of Contractor's Application and Certificate for Payment

Project:	County of Hidalgo Precinct No. 2 Multi-Purpose Facility in Partnership with the County of Hidalgo
Contract Number:	C-07042A-09-25
Purchase Order #:	592311
Application and Certificate for Payment	#9 (Nine)
Submitted by:	Rio Valley Construction, Inc.
For Period to:	6/25/08
In the amount of:	\$81,465.82

Reviewed and Approved by:


Héctor "Tito" Palacios, Commissioner
Hidalgo County Pct. 2

592311**8-1302-466-00-122-022-0-720**

REQ. #118860

Date:

INVOICE RECEIVED BY:

Chen ON 6/27/08

GOODS/SERVICES RECEIVED BY:

Hector Palacios ON 6/27/08

Vargas & Associates
2029 Industrial Drive
McAllen, Texas 78504
(956) 631-2242

AIA Document G702™ - 1992

Application and Certificate for Payment

TO OWNER: County of Hidalgo
100 E. Cano
2nd Floor
Edinburg, Tx 78539

PROJECT: County of Hidalgo Pct 2 Multi-Purpose Facility
1429 S. Tower Road
Alamo, Tx 78516

FROM: Rio Valley Construction, Inc.
4124 N. Taylor Road
McAllen, Tx 78504

VIA ARCHITECT: Reynaldo Vargas, Architect, Inc. dba V.A. Architecture, Professional Corp.
2029 Industrial Drive
McAllen, Tx 78504

APPLICATION NO: 9
PERIOD TO: 06/25/2008

CONTRACT FOR: General Construction
CONTRACT DATE: 09/11/2007
PROJECT NOS: C-07042A / 09 / 25
PO # 592311

Distribution to:
OWNER: ☒
ARCHITECT: ☒
CONTRACTOR: ☐
FIELD: ☐
OTHER: ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 1,468,000.00

2. Net change by Change Orders \$ 0.00

3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 1,468,000.00

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 1,309,635.70

5. RETAINAGE:

a. 5 % of Completed Work (Column D + E on G703) \$ 64,391.79

b. 5 % of Stored Material (Column F on G703) \$ 550.00

Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 65,481.79

6. TOTAL EARNED LESS RETAINAGE \$ 1,244,153.91
(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 1,162,688.09
(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$ 81,465.82

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 223,846.09
(Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 0.00	\$ 0.00
Total approved this Month	\$ 0.00	\$ 0.00
TOTALS	\$ 0.00	\$ 0.00
NET CHANGES by Change Order	\$	\$ 0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Rio Valley Construction, Inc.

Date: 06/25/08

By: *Myrtle Ernestine Jones*
State of: Texas Myrtle Ernestine Jones



County of: Hidalgo
Subscribed and sworn to before me this 25 day of June, 2008
Notary Public: Sandra Settle
My Commission expires: 01/05/2011

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$ 81,465.82
The amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)



Date: 06-26-08

THE AMOUNT CERTIFIED is payable only to the Contractor named hereon first in order of payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



AIA Document G703™ - 1992

Continuation Sheet

9

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 6725/2008

APPLICATION DATE: 6/25/2008

PERIOD TO:

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)						
1.01.000	Mobilization	37,000.00	37,000.00		9,005.80		37,000.00		1,850.00
1.02.000	Betterment Allowance	10,000.00	994.20				10,000.00	5,000.00	500.00
1.03.000	Landscaping Allowance	5,000.00							100.00
1.04.000	Structural Steel Allowance	2,000.00			2,000.00		2,000.00	1,160.30	41.99
1.05.000	HVAC Allowance	2,000.00			839.70		839.70	2,000.00	
1.06.000	Plumbing Allowance	2,000.00					1,000.00	1,000.00	50.00
1.07.000	Electrical Allowance	2,000.00			1,000.00		48,300.00	2,415.00	
1.08.000	Plumbing	48,300.00	48,300.00				87,800.00	4,390.00	
1.09.000	Concrete Foundation	87,800.00	87,800.00				14,400.00	720.00	
1.10.000	Concrete Columns	14,400.00	14,400.00						
1.11.000	Concrete Walks	12,700.00							
1.12.000	Masonry	209,600.00	209,600.00				209,600.00	10,480.00	
1.13.000	Structural Steel	132,800.00	119,520.00		13,280.00		132,800.00	6,840.00	
1.14.000	Millwork	26,400.00	2,112.00		24,024.00		26,136.00	1,306.80	
1.15.000	Roofing	153,800.00	147,648.00		6,152.00		153,800.00	7,690.00	
1.16.000	Flashing & Dampproofing	10,800.00	10,800.00				10,800.00	540.00	
1.17.000	Cavity Insulation	5,400.00	5,400.00				5,400.00	270.00	
1.18.000	Waterproofing	2,400.00	2,400.00				2,400.00	120.00	
1.19.000	HM Doors & Frames	17,300.00	17,300.00				17,300.00	885.00	
1.20.000	Wood Doors	13,700.00	11,645.00		2,055.00		13,700.00	685.00	
1.21.000	Finish Hardware	22,900.00	3,435.00		16,030.00		19,465.00	973.25	
1.22.000	Glass & Glazing	27,400.00	23,290.00				23,290.00	4,110.00	
1.23.000	Plaster	23,100.00	23,100.00				23,100.00	1,155.00	
1.24.000	Drywall & Metal Studs	41,200.00	41,200.00				41,200.00	2,060.00	
1.25.000	Acoustical Ceilings	28,900.00	21,675.00				21,675.00	7,225.00	1,083.75

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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Document G703™ - 1992

Continuation Sheet

9

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT,

containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 6/25/2008

APPLICATION DATE: 6/25/2008

PERIOD TO:

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
1.26.000	Ceramic Tile	20,800.00	20,800.00			20,800.00	28,800.00	1,040.00
1.27.000	Resilient Flooring	28,800.00					13,825.00	1,283.75
1.28.000	Painting	39,500.00	25,875.00			25,875.00	4,000.00	
1.29.000	Visual Display Boards	4,000.00					11,900.00	
1.30.000	Toilet Partitions	11,900.00				1,360.00	340.00	68.00
1.31.000	Flagpole	1,700.00					4,200.00	
1.32.000	Signage	4,200.00				1,520.00	80.00	76.00
1.33.000	Fire Extinguishers	1,600.00	1,280.00	240.00			9,600.00	
1.34.000	Folding Partition	9,600.00				4,640.00	1,160.00	232.00
1.35.000	Toilet Accessories	5,800.00					6,000.00	
1.36.000	Projection Screens	6,000.00				80,640.00	8,960.00	4,032.00
1.37.000	Plumbing	88,600.00	80,640.00			28,500.00	100.00	1,425.00
1.38.000	Fire Sprinkler System	28,500.00	28,500.00			92,394.00	13,806.00	4,619.70
1.39.000	H.V.A.C.	106,200.00	92,394.00			152,101.00	18,799.00	7,605.05
1.40.000	Electrical	170,900.00	141,974.00	5,127.00				
	Totals	1,468,000.00	1,218,882.20	79,753.50	11,000.00	1,309,635.70	158,364.30	65,481.79

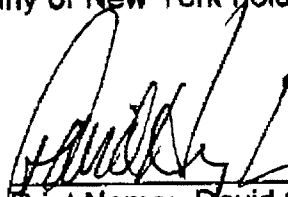
CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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June 25, 2008

This is to confirm that we have reviewed the Application for Payment No. 9 submitted by Rio Valley Construction, Inc., the Contractor for the County of Hidalgo Precinct 2 Multi-Purpose Facility in Partnership with the County of Hidalgo Urban County Program and Hidalgo County WIC Program, and that we approve, without reservation, of the payment of the requested funds to the Contractor by Hidalgo County.

Great American Insurance Company of New York certifies that the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, and should any deviations from the contract documents, be found at any time, Great American Insurance Company of New York holds the Owner, the Architect, and Engineers harmless.



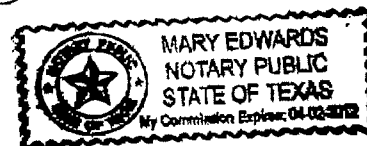
Print Name: David C. Hughston

Name of Surety: Great American Insurance
of New York

This instrument was acknowledged before me, the undersigned authority by David C. Hughston on the 25th day of June, 2008



Notary Public for the State of Texas
Commission Expires: April 2, 2012



GREAT AMERICAN INSURANCE COMPANY OF NEW YORK

GREAT AMERICAN INSURANCE COMPANY OF NEW YORK

New York

Administrative Office: 580 WALNUT STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than FIVE

No. 0 15621

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY OF NEW YORK, a corporation organized and existing under and by virtue of the laws of the State of New York, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorney-in-fact, for it and in its name, place and stead to execute in behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
RAY HUGHSTON	PEGGY GONZALEZ	ALL
CHRIS HUGHSTON	MARY EDWARDS	UNLIMITED
DAVID C. HUGHSTON	BROWNSVILLE, TEXAS	

This Power of Attorney revokes all previous powers issued in behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF, the GREAT AMERICAN INSURANCE COMPANY OF NEW YORK has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 23RD day of JUNE, 2004.

Attest

GREAT AMERICAN INSURANCE COMPANY OF NEW YORK



DAVID C. KITCHIN (513-412-4602)

STATE OF OHIO, COUNTY OF HAMILTON-ss:

On this 23RD day of JUNE, 2004, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is the Divisional Senior Vice President of the Bond Division of Great American Insurance Company of New York, the Company described in and which executed the above instrument; that he knows the seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



KAREN L. BERRY
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires 02-16-09

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company of New York by unanimous written consent dated July 27, 1995.

RESOLVED: That the Division President, the several Division Vice Presidents and Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-In-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract or suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, RONALD C. HAYES, Assistant Secretary of Great American Insurance Company of New York, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of July 27, 1995 have not been revoked and are now in full force and effect.

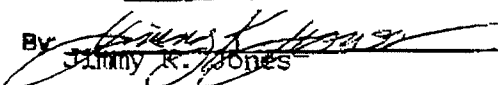
Signed and sealed this 25th day of June 2008.



BEFORE ME, the undersigned authority, on this day personally appeared, Jimmy K. Jones, President, FROM RIO VALLEY CONSTRUCTION, INC. who being duly sworn, upon his/her oath, declares and acknowledges as follows:

In accordance with §9.3.1 of AIA Document A201, General Conditions of the Contract for Construction, **Rio Valley Construction, Inc.** certifies that there are no known mechanic's, materialman's or laborers' liens or claims, or any other liens or claims, legal or equitable, contractual, statutory, or constitutional, outstanding or known to exist at the date of this Application #9; all due and payable bills with respect to the WORK have been paid to date or are included in the amount requested in the current Application and there is no known basis for the filing of any mechanics', materialman's or laborer's lien or claim, or any other lien or claim, legal or equitable, contractual, statutory, or constitutional, on the WORK; and waivers and releases from all Subcontractors, laborers, and materialmen for WORK done and materials furnished have been obtained in such form as to constitute an effective waiver and release of all such liens and claims under the laws of the state within which the Project is located.

EXECUTED this 25th day of June, 2008.

By 
Jimmy K. Jones

Title: President

SUBSCRIBED AND SWORN TO before me by the said Jimmy K. Jones, President of
Rio Valley Construction, Inc. this 25th day of June, 2008, to certify which
witness my hand and seal of office.

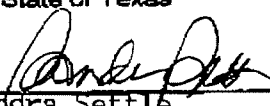
Seal:

NOTARY PUBLIC in and for
The State of Texas



SANDRA SETTLE
Notary Public
STATE OF TEXAS

My Comm. Exp. 01/05/2011


Sandra Settle

My Commission Expires on 01/05/11

**GENERAL CONTRACTOR'S
AFFIDAVIT AND PARTIAL WAIVER OF LIEN #9**

THE STATE OF TEXAS COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared, Jimmy K. Jones,
President, who being duly sworn, upon his/her oath,
declares and acknowledges as follows:

1. I am a duly authorized of Rio Valley Construction, Inc.
(the "General Contractor")
2. Pursuant to an agreement between Hidalgo County and the General Contractor,
materials have been supplied and/or labor has been performed in connection the
construction of the project upon certain real property owned by the Owner in
Hidalgo County, Texas. Said project are more particularly described as **County
of Hidalgo Precinct 2 Multi-Purpose Facility in Partnership with the County
of Hidalgo Urban County Program and Hidalgo County WIC Program**
Alamo, Texas
3. In consideration of and conditioned upon receipt of payment through _____
June 25, 2008 from the Owner,
Rio Valley Construction, Inc. hereby waives and releases any and all
liens, rights and interests under the constitution and statutes of the State of
Texas, for any labor and/or materials supplied to the Project, as of the date
stated above.
4. Rio Valley Construction, Inc. certifies that the Work covered by this
Application for Payment has been completed in accordance with the Contract
Documents, and should any deviations from the contract documents, be found at
any time, General Contractor holds the Owner, the Architect, and Engineers
harmless.

EXECUTED this 25th day of June, 2008.

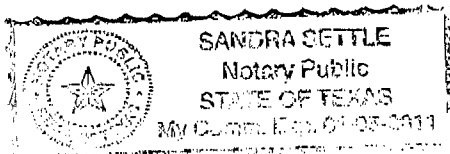
By: 
Jimmy K. Jones, President

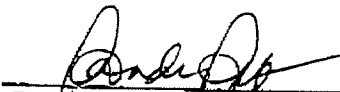
Title: President

SUBSCRIBED AND SWORN TO before me by the said Jimmy K. Jones, President
of Rio Valley Construction, Inc. this 25th day of June, 2008, to
certify which witness my hand and seal of office.

Seal:

NOTARY PUBLIC in and for
The State of Texas




Sandra Settle

My Commission Expires on 01/05/11

**SUBCONTRACTOR'S
AFFIDAVIT AND PARTIAL WAIVER OF LIEN # 2**

THE STATE OF TEXAS COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared, FRANCISCO AGUILAR, who being duly sworn, upon his/her oath, declares and acknowledges as follows:

1. I am a duly authorized of AGUILAR CABINET SHOP
(the "Subcontractor/Materialmen")
2. Pursuant to an agreement between RIO VALLEY CONST. INC. and the Subcontractor/Materialmen, materials have been supplied and/or labor has been performed in connection the construction of the project upon certain real property owned by the Owner in Hidalgo County, Texas. Said project are more particularly described as the **County of Hidalgo Precinct 2 Multi-Purpose Facility in Partnership with the County of Hidalgo Urban County Program and Hidalgo County WIC Program Alamo, Texas**
3. In consideration of and conditioned upon receipt of payment through JUNE 27, 2008 from RIO VALLEY CONST. INC., Subcontractor / Materialmen hereby waives and releases any and all liens, rights and interests under the constitution and statutes of the State of Texas, for any labor and/or materials supplied to the Project, as of the date stated above.

EXECUTED this 25th day of JUNE, 2008.

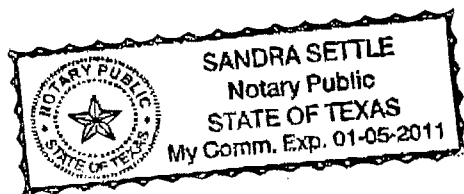
By: Francisco Aguilar
FRANCISCO AGUILAR

Title: OWNER

SUBSCRIBED AND SWORN TO before me by the said FRANCISCO AGUILAR OWNER OF AGUILAR CABINET this 25 day of JUNE, 2008, to certify which witness my hand and seal of office.

Seal:

NOTARY PUBLIC in and for
The State of Texas



[Signature]

My Commission Expires on 1-5-2011

**SUBCONTRACTOR'S
AFFIDAVIT AND PARTIAL WAIVER OF LIEN # 8**

THE STATE OF TEXAS COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared, J.A. Jackson, who being duly sworn, upon his/her oath, declares and acknowledges as follows:

1. I am a duly authorized of J & J Electric, Inc.
(the "Subcontractor/Materialmen")
2. Pursuant to an agreement between Rio Valley Construction, Inc. and the Subcontractor/Materialmen, materials have been supplied and/or labor has been performed in connection the construction of the project upon certain real property owned by the Owner in Hidalgo County, Texas. Said project are more particularly described as the **County of Hidalgo Precinct 2 Multi-Purpose Facility in Partnership with the County of Hidalgo Urban County Program and Hidalgo County WIC Program Alamo, Texas**
3. In consideration of and conditioned upon receipt of payment through 6/25 2008 from Rio Valley Const, Inc., Subcontractor / Materialmen hereby waives and releases any and all liens, rights and interests under the constitution and statutes of the State of Texas, for any labor and/or materials supplied to the Project, as of the date stated above.

EXECUTED this 23 day of June, 2008.

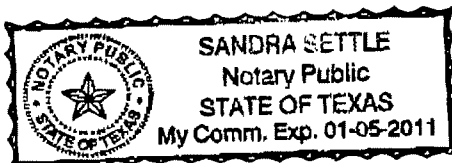
By: J.A. Jackson

Title: V.P.

SUBSCRIBED AND SWORN TO before me by the said J & J Electric, Inc. this 23 day of June, 2008, to certify which witness my hand and seal of office. V.P. OF

Seal:

NOTARY PUBLIC in and for
The State of Texas



My Commission Expires on 1-5-2011

**SUBCONTRACTOR'S
AFFIDAVIT AND PARTIAL WAIVER OF LIEN # 4**

THE STATE OF TEXAS COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared, Evelyn Montemayor, who being duly sworn, upon his/her oath, declares and acknowledges as follows:

1. I am a duly authorized of Sechrist-Hall Company
(the "Subcontractor/Materialmen")
2. Pursuant to an agreement between Rio Valley Construction, Inc. and the Subcontractor/Materialmen, materials have been supplied and/or labor has been performed in connection the construction of the project upon certain real property owned by the Owner in Hidalgo County, Texas. Said project are more particularly described as the **County of Hidalgo Precinct 2 Multi-Purpose Facility in Partnership with the County of Hidalgo Urban County Program and Hidalgo County WIC Program Alamo, Texas**
3. In consideration of and conditioned upon receipt of payment through June 24, 2008 from Rio Valley Construction, Inc. Subcontractor / Materialmen hereby waives and releases any and all liens, rights and interests under the constitution and statutes of the State of Texas, for any labor and/or materials supplied to the Project, as of the date stated above.

EXECUTED this 24th day of June, 2008.

By: Evelyn Montemayor
Evelyn Montemayor

Title: Asst. Corp. Secretary

SUBSCRIBED AND SWORN TO before me by the said Evelyn Montemayor, Asst. Corp. Secretary this 24th day of June, 2008, to certify which witness my hand and seal of office.

Seal:

NOTARY PUBLIC in and for
The State of Texas

Barbara Castillo
Barbara Castillo

My Commission Expires on 1/27/09



BARBARA CASTILLO
Notary Public, State of Texas
My Commission Expires
January 27, 2009

**SUBCONTRACTOR'S
AFFIDAVIT AND PARTIAL WAIVER OF LIEN # 4**

THE STATE OF TEXAS COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared, ALEJOS SANCHEZ ---
acknowledges as follows:

1. I am a duly authorized of SOUTHERN STEEL FABRICATORS
(the "Subcontractor/Materialmen")
2. Pursuant to an agreement between RIO VALLEY CONSTR. and the
Subcontractor/Materialmen, materials have been supplied and/or labor has been
performed in connection the construction of the project upon certain real
property owned by the Owner in Hidalgo County, Texas. Said project are more
particularly described as the County of Hidalgo Precinct 2 Multi-Purpose
Facility in Partnership with the County of Hidalgo Urban County Program
and Hidalgo County WIC Program Alamo, Texas
3. In consideration of and conditioned upon receipt of payment through _____
JUNE 24 2008 from _____
Subcontractor / Materialmen hereby waives and releases any and
all liens, rights and interests under the constitution and statutes of the State of
Texas, for any labor and/or materials supplied to the Project, as of the date
stated above.

EXECUTED this 24th day of JUNE, 2008

By: _____

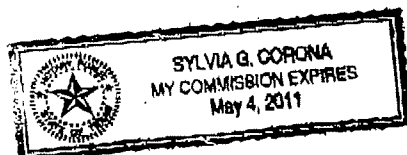
ALEJOS SANCHEZ

Title: GENERAL PARTNER

SUBSCRIBED AND SWORN TO before me by the said ALEJOS SANCHEZ OF
SOUTHERN STEEL this 24th day of June, 2008, to certify which witness my hand and
seal of office.

Seal:

NOTARY PUBLIC in and for
The State of Texas



Sylvia Corona

My Commission Expires on 5-4-2011

Hidalgo County Precinct No. 2
Hector "Tito" Palacios
County Commissioner

FACSIMILE TRANSMITTAL SHEET

TO: <u>Rocio Villaseal</u>	FROM: <u>Yolie Cisneros-yh</u>
COMPANY: <u>Purchasing Dept</u>	DATE: <u>7/7/08</u>
FAX NUMBER: <u>318-2629</u>	TOTAL NO. OF PAGES INCLUDING COVER: <u>15 pgs</u>
PHONE NUMBER	SENDER'S PHONE NUMBER: (956) 787-1891
RE: <u>V.A. Architects</u>	SENDER'S FAX NUMBER: (956) 787-4683

☐ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE

NOTES / COMMENTS:

E-Mail Address: yolie.jackson@co.hidalgo.tx.us

If you have any problems in receiving this fax, please call
(956) 787-1891

CONFIDENTIALITY NOTICE

This facsimile message and accompanying documents contain information from
the Hidalgo County Commissioner's Office, which may be CONFIDENTIAL

301 EAST STATE
PHARR, TEXAS 78577

V·A Architecture

June 27, 2008

Héctor "Tito" Palacios, Commissioner
Hidalgo County Pct. 2
301 E. State Street
Pharr, Texas 78577

RE: County of Hidalgo Precinct No. 2 Multi-Purpose Facility in Partnership with the County of
Hidalgo Urban County Program and Hidalgo County WIC Program
PO # 592311; Contract No. C-07042A-09-25

Commissioner Palacios:

Enclosed please find six sets of the following:

1. Document A, Review and Approval by Hidalgo County WIC Department of Contractor's Application and Certificate for Payment #9 (Nine), for your signature
2. **AIA Document G702, "Application and Certificate for Payment #9 (Nine)"** submitted by **Rio Valley Construction, Inc.** in the amount of Eighty-One Thousand Four Hundred Sixty-Five Dollars and 82/100 [**\$81,465.82**].
3. Statement from Surety Company for Review of Application for Payment #9 (Nine) dated 6/25/08 and Power of Attorney.
4. Certification by Rio Valley Construction for Application for Payment **#9 (Nine)** in accordance with §9.3.1 of AIA Document A201, General Conditions of the Contract for Construction dated 6/25/08
5. Affidavit and Partial Waiver of Lien #9 (Nine) from Rio Valley Construction, Inc. dated 6/25/08
6. Affidavit and Partial Waiver of Lien #2 (One) from Aguilar Cabinet Shop dated 6/25/08
7. Affidavit and Partial Waiver of Lien #8 (Eight) from J & J Electric dated 6/23/08
8. Affidavit and Partial Waiver of Lien #4 (Four) from Sechrist Hall Company dated 6/24/08
8. Affidavit and Partial Waiver of Lien #4 (Four) from Southern Steel Fabricators dated 6/24/08

Enclosed please find one set of the following (Please forward this with the set to go to the Auditor's office.):

16. Payroll Reports #7 from Aguilar Cabinet Shop
17. Statement of No Work Performed for Payroll Period #8 Aguilar Cabinet Shop
18. Payroll Reports #9 from Aguilar Cabinet Shop

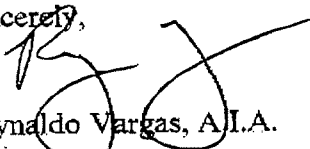
Vargas & Associates
2029 Industrial Drive
McAllen, Texas 78504
(956) 631-2242

19. Statement of No Work Performed for Payroll Periods #10-11 from Aguilar Cabinet Shop
20. Statement of No Work Performed for Payroll Periods #6-9 from Alejandro Garza
21. Statement of No Work Performed for Payroll Periods #14-19 from Armatex Construction, LLC
22. Statement of No Work Performed for Payroll Periods #15-18 from Continental Refrigeration
23. Statement of No Work Performed for Payroll Periods #33-36 from D& J Site Construction
24. Statement of No Work Performed for Payroll Periods #12-15 from Firecheck of Texas
25. Payroll Reports #30-33 from J& J Electric, Inc.
26. Payroll Report #14-15 from M & A Painting
24. Statement of No Work Performed for Payroll Periods #16-17 from M & A Painting
25. Statement of No Work Performed for Payroll Periods #31-34 from Payless Plumbing Service
25. Payroll Reports #35-38 Rio Valley Construction, Inc.
26. Certified Payroll Reports #13-15 from Sechrist Hall Company
27. Statement of No Work Performed for Payroll Period #8-11 from 3G Glass & Supply
28. Statement of No Work Performed for Payroll Periods #28-31 from Texas Commercial Masonry & Plaster, LLC
29. Payroll Reports #22-23 from Texas Commercial Masonry & Plaster, LLC
30. Statement of No Work Performed for Payroll Periods #3-18 from Southern Steel Fabricators
31. Payroll Report #19 (Final) from Southern Steel Fabricators

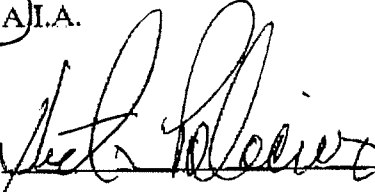
Please forward one set to Marty Salazar, Hidalgo County Purchasing Agent, one set to Lupita Garza, Hidalgo County Auditor's Office, and return two sets to our office, for our files and the contractor.

Your prompt attention to this request is greatly appreciated.

Sincerely,


Reynaldo Vargas, A.I.A.

RV:sic
07-1004\APPL\09-062708

RECEIVED BY: 

TIME: 3:15

AI-10067

11.C.1.

**Pct. 4-Extension-Roy's Hauling Servcies, Inc.-C-07-31-Hauling Services
of All Road Material**

CC REGULAR

Date: 07/11/2008

Submitted By: Letty Saenz, PURCHASING DEPT.

Submitted For: Letty Saenz

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Prct. 4

Information

CAPTION

Requesting authority to exercise the one (1) year option to extend as provided in current contract for:"HAULING SERVICES OF ALL ROAD MATERIAL" for the Hidalgo County Precinct No. 4, under the same rates, terms and conditions with ROY'S HAULING SERVCIES, INC.-Effective: 07/31/08

BACKGROUND

Letter of extension- ROY'S HAULING SERVCIES, INC.
Letter of approval- HIDALGO COUNTY PCT. 4

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1204-431-00-124-007-0-346/731/734

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Attachments

Link: Extension-Roy's
Hauling Servcies

Form Routing/Status

Form Started By: Letty Saenz Started On: 07/07/2008 11:57
AM

Final Approval Date: 07/08/2008



PURCHASING DEPARTMENT

County Of Hidalgo

MEMORANDUM

TO: Honorable Oscar L. Garza, Jr., Commissioner
Hidalgo County Precinct No. 4

FROM: Leticia Saenz, CPPB, Contracts Manager
Hidalgo County Purchasing Department

DATE: July 8, 2008

Via E-mail rumaldo.munoz@co.hidalgo.tx.us
Via Fax (956) 381-5905

RE: **NOTICE OF INTENT TO EXTEND CONTRACT No. E-07-379-09-04**
Chief Martinez, please be advised that I have placed the following contracts for approval of extensions on the next Commissioner's Court meeting of Friday, July 11, 2008 as follows:

Contract Nos.	Awarded Vendors	Title of Project	Current Contract Expiration Date	Extension Options Commencement/Expiration
C-07-245-07-31	ROY'S HAULING SERVICES, INC.	HAULING SERVICES FOR ALL ROAD MATERIAL	07/30/2008	Exercising the ONE (1) YEAR option to extend under the same rates, terms and conditions 07/31/08

Therefore, we hereby request that your department respond if you wish to continue to extend/renew these services or proceed with rebidding for said services.

Provided under the current contracts, Hidalgo County Commissioners' Court has the option to exercise the additional one (1) year term as specified under the same rates, terms, and conditions for the above mentioned contracts.

Please acknowledge receipt and approval to exercise this "option" for the contracts specified by signing below & returning to the Purchasing Department via facsimile to (956) 318-2629 or via e-mail to lettysaenz@yahoo.com by no later than 12:00 p.m. on Monday, July 7, 2008 in order to proceed with the placement of approval on the next Commissioner's Court Agenda.

YES ☒ I do wish to obtain the one (1) year period extension.
NO ☐ I do not wish to obtain the one (1) year period extension.

If answer is no, please explain: _____

Pct H4

Authorized Signature: _____

Date: _____

Thank you for your prompt attention and cooperation to this important matter. Should you require further assistance, please do not hesitate to contact me at (956) 292-7000 x-4861.

xc: file



PURCHASING DEPARTMENT
County Of Hidalgo

July 3, 2008

Roy Balderas Jr., Vice President
ROY'S HAULING SERVICES, INC.
Edinburg, Texas 78538

Via e-mail royshaulinginc@aol.com
Via Facsimile (956) 383-2569

Re: Extension of Contract No. C-07-245-07-31 -"Hauling Services for all Road Material"- Hidalgo County Precinct No. 4

Dear Mr. Balderas:

Commissioners' Court will take applicable action (Friday, July 11, 2008) in connection with the Hidalgo County's option to extend/renew the additional one (1) year period as provided in the current service agreement (under the same rates, terms and conditions). Effective date of renew/extension is of July 31, 2008.

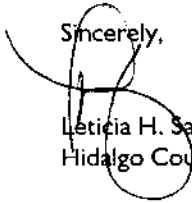
Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Tuesday, July 8, 2008, 12:00 p.m., via facsimile to (956) 956-318-2629.

By: _____

Date: _____

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

Sincerely,


Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file

ROY'S HAULING SERVICE, INC.
P.O. Box 1896 • Edinburg, Texas 78540



July 7, 2008

County of Hidalgo
Purchasing Department
Leticia H. Saenz, CPPB/Contracts Manager
100 N. Closner Blvd.
Edinburg, Texas 78539

Re: Extension of Contract No. C-07-245-07-31 - Hauling Services of All Road Materials
Hidalgo County Precinct No. 4

Ms. Saenz,

Roy's Hauling Service, Inc. would like to exercise the option to extend/renew the additional one (1) year period as provided in the current service agreement (under the same rates, terms and conditions) for hauling services of pitrun caliche only.

At this time we do not wish to extend the contract for hauling services of crushed caliche.

Should you require additional information, please contact me at my office (956)383-2206.

Thank You,

Roy Balderas Jr.
Vice President
Roy's Hauling Service, Inc.

Via Facsimile
(956)318-2629

Office (956)383.2206 • Fax (956) 383.2569

AI-10079

11.D.1.

**Purchase of (1) One New Ford Expedition 8 passenger
CC REGULAR**

Date: 07/11/2008

Submitted By: Oscar Garza, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: WIC

Information

CAPTION

Requesting authority to purchase "One New 2008 Ford Expedition 8 passengers" through Philpott Motor Company, Port Nueces Tx., the County's participation/membership with TASB Buyboard in the total amount of \$27,433.00. Buyboard fees will be included with other purchase approved on 05/06/08 for a one time fee only.

BACKGROUND

Attached is the letter of approval to be in compliance under 7CFR Part 3016 by the Texas Department of State Health and Human Services for use of WIC local Agency #12.

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1292-441-00-350-001-8-741

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

As per WIC Department Acct. #8-1292-441-00-350-001-8-741 has been appropriated for purchase of proposed vehicle.

Available balance as of 7/08/2008 \$80,000.00. DS

Attachments

Link: 08-215

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/07/2008 05:34 PM	APRV
2	Budget & Management	Veronica Lopez	07/08/2008 07:43 AM	APRV
3	Damaris San Miguel	Damaris San Miguel	07/08/2008 09:34 AM	APRV
4	Auditor's Office		07/08/2008 10:12 AM	NEW

Form Started By: Oscar Garza

Started On: 07/07/2008 05:21 PM

Final Approval Date: 07/08/2008



TEXAS DEPARTMENT OF STATE HEALTH SERVICES

DAVID L. LAKEY, M.D.
COMMISSIONER

1100 West 49th Street • Austin, Texas 78756
P.O. Box 149347 • Austin, Texas 78714-9347
1-888-963-7111 • www.dshs.state.tx.us
TTY: 1-800-735-2989

July 8, 2008

Norma L. Longoria, WIC Project Director
LA#12, Hidalgo County Health Department
3105 West University Drive
Edinburg, TX 78539

Dear Ms. Longoria:

The United States Department of Agriculture (USDA) has granted approval for the Hidalgo County Health Department, WIC Local Agency #12, to purchase three (3) vehicles: two (2) 2008 Ford Cargo vans and one (1) 2008 Ford Expedition EL. The cost should not exceed \$78,951.00.

It is our understanding these vehicles will be used solely by the WIC program, and procurement will be in compliance with 7CFR Part 3016. Please maintain all proper documentation for purposes of an audit or fiscal monitoring review.

If you have any questions or require additional information, please contact Bobby Jones, Contract Management and Support Branch, at (512) 457-7111, extension 3285.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Montgomery".

Mike Montgomery, Section Director
Nutrition Services Section

BJ

COUNTY *of* HIDALGO

*Women, Infants and
Children Nutrition Program*

3105 W. University Dr.
Edinburg, Texas 78539
(956) 381-4646
(956) 380-4056 Fax

To: Rolando Flores, Buyer
Hidalgo Purchasing Department

From: Norma L. Longoria, WIC Director *NLL*
Hidalgo County WIC Program

Date: May 6, 2008

RE: AWARD OF BID FOR WIC VEHICLE - EXPEDITION EL

After reviewing the bid specifications for the 2008 Expedition EL please award bid to Philpott Motors and route to Commissioners Court.

If you have any questions please call me.

Hidalgo County WIC Program
3105 W. University Drive
Edinburg, Texas 78539



Norma L. Longoria, MS, LD
WIC Director

Fax Cover Sheet

Date: 7/7/08

Time: 4:45

Please deliver the following pages:

To: Mr. Oscar Garcia

From: Wagente

Fax Number: 292-7612

Total Number of Pages: 4 (including cover sheet)

Re: _____

If you do not receive all the pages, or if there is a problem, please call back within five minutes.

Contact Number: (956) 381-4646

Fax Number: (956) 381-0017

Message: _____

This message is intended only for the use of the individual or entity to which it is addressed, and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, or hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and return the original message to us at the above address via the U.S. Postal Service. Thank you.

AI-10089

11.E.1.

**BCAP PCT #3 - AWARD
CC REGULAR**

Date: 07/11/2008

Submitted By: Laura Moya, PURCHASING DEPT.

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: CAP
Pct.3

Information

CAPTION

A. Presentation for discussion, consideration and action on a recommendation by project engineer Hinojosa Engineer, Inc. to award to the lowest bidder meeting all specifications for bid for the following;

- No CAP-08-011-05-21-LRM "Paving & Drainage Construction for Barney Groves Subdivision"
- No CAP-08-012-05-21-LRM "Paving & Drainage Construction for Ezequiel Acevedo Jr. Subdivision"
- No CAP-08-013-05-21-LRM "Paving & Drainage Construction for Amber Land Subdivision"

B. Approval of all contracts subject to Legal Review and TXDOT approval.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1311-431-00-123-072-0-733/734

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available Balance in 733 as of 07/09/2008 is \$8,626.00.

Available Balance in 734 as of 07/09/2008 is \$36,772.64

FISCAL YEAR: 2008

ACCT. #: 8-1311-431-00-123-267-1-733/734

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance in 733 as of 07/09/2008 is \$25,532.00

Available balance in 734 as of 07/09/2008 is \$76,312.00

FISCAL YEAR: 2008

ACCT. #: 8-1311-431-00-123-042-0-733/734

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance in 733 as of 07/09/2008 is \$16,910.00

Available balance in 734 as of 07/09/2008 is \$67,195.60

FISCAL YEAR: 2008

ACCT. #: 8-1203-431-00-123-005-0-733/734

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance in 733 as of 07/09/2008 is \$97,341.65

Available balance in 734 as of 07/09/2008 is \$101,075.20

Attachments

Link: [back-up](#)

Form Routing/Status

Form Started By: Laura Moya Started On: 07/08/2008 09:16
AM

Final Approval Date: 07/08/2008



Hidalgo County Border Colonias Access Program

7 July 2008

Sharon Slagle, Colonia Project Manager
Texas Department of Transportation
600 West Expressway 83
Pharr, TX 78577

Re: Bid Award Number CAP-08-011-05-21-LRM 2ND Call; Barney Groves Subdivision
– CSJ: 2C1080072

Dear Sharon:

Attached please find information regarding the award of the above-referenced 2nd Call Colonias Project for road construction and drainage.

Please be advised that the County will proceed to award the bid based on the following:

- 1) Engineers Recommendation
- 2) Bidder meets all County requirements
- 3) Bid is the lowest of bids received
- 4) Cost Breakdown

Hinojosa Engineering, Inc. has reviewed bids and tabulations and is recommending Sascon, Construction as the low bidder for the above-reverenced project. The amount budgeted for this project is \$56,570.10 for road construction and \$11,183.00 for drainage work for a grand total of \$67,753.10. Any cost overrun will be covered by account transfer and the county's Road & Bridge account.

The award will be to the low bidder Sascon, Construction for the bid in the amount of \$67,753.10

The bids received were as follows:

- | | |
|-----------------|-------------|
| • IOC | \$83,071.87 |
| • Sascon | \$67,653.10 |
| • Valley Paving | \$72,170.04 |

- JM Construction \$77,226.80
- Sendero Industries \$87,253.89
- Jimmy Closner \$90,147.42

Commissioner Joe M. Flores concurs with the engineering firm's recommendation and will present the recommendation to Commissioner's Court for approval, once concurrence has been provided by TXDOT.

Please note that the County Commissioner's Court will award the contract pending TXDOT concurrence.

If you require additional information, please feel free to contact me at 787-1891 or on my cell phone at 207-9850.

Sincerely Yours,



Agapito Vargas Jr., Director
Hidalgo County Colonias Access Program Director

Cc: Commissioner Joe M. Flores, Hidalgo County Precinct 3
Valde Guerra, Commissioner's Court Executive Officer
Norma Ceballos, Executive Assistant
Rossana Schettino, HCCAP Auditor
Laura R. Moya, HCCAP Buyer II Project files

HIDALGO COUNTY PURCHASING DEPARTMENT

BID TABULATION SHEET

DEPARTMENT NAME: COLONIA ACCESS PROGRAM PROJECT- HIDALGO COUNTY PRECINCT NO.3

BID OPENING DATE: MAY 21, 2008

BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: "ROAD & DRAINAGE CONSTRUCTION FOR BARNEY GROVES SUBDIVISION(S)"
(PROJECT CARRIED BY: HINOJOSA ENGINEERING)

BID NO: BID NO CAP-08-011-05-21

RFB NO.	NAME OF COMPANY	BID FOR ROAD CONSTRUCTION		BID BOND/ CASHIER'S CHECK
1.	IOC	\$83,071.87	Submitted Addendum bid tab but no acknowledgement of addendum	Bid Bond
2.	Sascon	Read \$65,053.10 Correct Amt \$67,653.10	Addendum #1	Bid Bond
3.	Valley Paving	\$72,170.04	Addendum #1	Bid Bond
4.	JM Construction	\$77,226.80	Addendum #1	Bid Bond
5.	Sendero Industries	Read \$87,253.89 Non Responsive Bid did not submit addendum bid Tabulation	No Addendum	Bid Bond
6.	Jimmy Closner	\$90,147.42	Addendum #1	Bid Bond
7.				
8.				



Hidalgo County Border Colonias Access Program

3 July 2008

Sharon Slagle, Colonia Project Manager
Texas Department of Transportation
600 West Expressway 83
Pharr, TX 78577

Re: Bid Award Number CAP-08-012-05-21-LRM-2nd Call; Ezequiel Acevedo Jr.
Subdivision – CSJ: 2C1080267

Dear Sharon:

Attached please find information regarding the award of the above-referenced 2nd Call Colonias Project for road construction and drainage.

Please be advised that the County will proceed to award the bid based on the following:

- 1) Engineers Recommendation
- 2) Bidder meets all County requirements
- 3) Bid is the lowest of bids received
- 4) Cost Breakdown

Hinojosa Engineering, Inc. has reviewed bids and tabulations and is recommending Sascon, Construction as the low bidder for the above-reverenced project. The amount budgeted for this project is \$91,803.80 for road construction and \$25,532.00 for drainage work for a grand total of \$117,335.80. Any cost overrun will be covered by account transfer and the county's Road & Bridge account.

The award will be to the low bidder Sascon, Construction for the bid in the amount of \$115,808.00.

The bids received were as follows:

- IOC Company \$156,397.84
- Sascon \$117,335.80
- JM Construction \$145,489.80

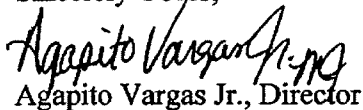
- Sendero \$158,055.12
- Jimmy Closner \$146,762.25
- Valley Paving \$118,015.10

Commissioner Joe M. Flores concurs with the engineering firm's recommendation and will present the recommendation to Commissioner's Court for approval, once concurrence has been provided by TXDOT.

Please note that the County Commissioner's Court will award the contract pending TXDOT concurrence.

If you require additional information, please feel free to contact me at 787-1891 or on my cell phone at 207-9850.

Sincerely Yours,


Agapito Vargas Jr., Director

Hidalgo County Colonias Access Program Director

Cc: Commissioner Joe M. Flores, Hidalgo County Precinct 3
Valde Guerra, Commissioner's Court Executive Officer
Norma Ceballos, Executive Assistant
Rossana Schettino, HCCAP Auditor
Laura R. Moya, HCCAP Buyer II Project files

HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

DEPARTMENT NAME: COLONIA ACCESS PROGRAM PROJECT- HIDALGO COUNTY PRECINCT NO.3

BID OPENING DATE: MAY 21, 2008

BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID:: "ROAD & DRAINAGE CONSTRUCTION FOR EZEQUIL SUBDIVISION(S)"
(PROJECT CARRIED BY: HINOJOSA ENGINEERING)

BID NO: BID NO CAP-08-012-05-21

RFB NO.	NAME OF COMPANY	BID FOR ROAD CONSTRUCTION		BID BOND/ CASHIER'S CHECK
1.	IOC COMPANY	\$156,397.84	ADDENDUM #1	BID BOND
2.	SASCON	\$117,335.80	ADDENDUM #1	BID BOND
3.	JM CONSTRUCTION	\$145,489.80	ADDENDUM #1	BID BOND
4.	SENDERO	\$158,055.12	ADDENDUM #1	BID BOND
5.	JIMMY CLOSER	\$146,762.25	ADDENDUM #1	BID BOND
6.	VALLEY PAVING	\$118,015.10	ADDENDUM #1	BID BOND
7.				
8.				
9.				
10.				



Hidalgo County Border Colonias Access Program

3 July 2008

Sharon Slagle, Colonia Project Manager
Texas Department of Transportation
600 West Expressway 83
Pharr, TX 78577

Re: Bid Award Number CAP-08-013-05-21-LRM-2ND Call; Amber Land Subdivision –
CSJ: C10800042

Dear Sharon:

Attached please find information regarding the award of the above-referenced 2nd Call Colonias Project for road construction and drainage.

Please be advised that the County will proceed to award the bid based on the following:

- 1) Engineers Recommendation
- 2) Bidder meets all County requirements
- 3) Bid is the lowest of bids received
- 4) Cost Breakdown

Hinojosa Engineering, Inc. has reviewed bids and tabulations and is recommending Valley Paving Inc. as the low bidder for the above-reverenced project. The amount budgeted for this project is \$86,588.63 for road construction and \$16,910.00 for drainage work for a grand total of \$103,498.63. Any cost overrun will be covered by account transfer and the county's Road & Bridge account.

The award will be to the low bidder Valley Paving, Inc., for the bid in the amount of \$103,498.63

The bids received were as follows:

- | | |
|---------------|--------------|
| • IOC Company | \$135,352.25 |
| • Asago | \$118,849.00 |
| • Sascon | \$107,618.10 |

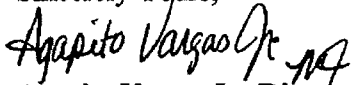
- JM Construction \$130,902.60
- Sendero \$143,537.48
- Jimmy Closner \$129,881.50
- Valley Paving \$103,498.63

Commissioner Joe M. Flores concurs with the engineering firm's recommendation and will present the recommendation to Commissioner's Court for approval, once concurrence has been provided by TXDOT.

Please note that the County Commissioner's Court will award the contract pending TXDOT concurrence.

If you require additional information, please feel free to contact me at 787-1891 or on my cell phone at 207-9850.

Sincerely Yours,



Agapito Vargas Jr., Director

Hidalgo County Colonias Access Program Director

Cc: Commissioner Joe M. Flores, Hidalgo County Precinct 3
 Valde Guerra, Commissioner's Court Executive Officer
 Norma Ceballos, Executive Assistant
 Rossana Schettino, HCCAP Auditor
 Laura R. Moya, HCCAP Buyer II Project files

HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

DEPARTMENT NAME: COLONIA ACCESS PROGRAM PROJECT- HIDALGO COUNTY PRECINCT NO.3

BID OPENING DATE: MAY 21, 2008

BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: "ROAD & DRAINAGE CONSTRUCTION FOR AMBERLAND SUBDIVISION(S)"
(PROJECT CARRIED BY: HINOJOSA ENGINEERING)

BID NO: BID NO CAP-08-013-05-21

RFB NO.	NAME OF COMPANY	BID FOR ROAD CONSTRUCTION		BID BOND/ CASHIER'S CHECK
1.	IOC	\$135,352.25		BID BOND
2.	ASAGO	\$118,849.00	ADDENDUM #1	BID BOND
3.	SASCON	\$107,618.10	ADDENDUM #1	BID BOND
4.	JM CONSTRUCTION	\$130,902.60	ADDENDUM #1	BID BOND
5.	SENDERO	\$143,5837.48	ADDENDUM #1	BID BOND
6.	JIMMY CLOSNER	\$129,881.50	ADDENDUM #1	BID BOND
7.	VALLEY PAVING	\$103,498.63	ADDENDUM #1	BID BOND
8.				
9.				
10.				

100-5
5100

AI-10063

11.F.1.

Approval to execute B141 AIA Agreement for Renovation of Health Clinics

CC REGULAR

Date: 07/11/2008

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Submitted For: Rocio Villarreal

Department: PURCHASING DEPT.

Agenda Area: Purchasing
Department

Purchasing only: Health & Human Services
Dept.

Information

CAPTION

Requesting approval for the B141- AIA Agreement for Professional Architect Services between Hidalgo County and VA Architecture, (as approved for negotiation on CC 05/06/08) in connection with the renovation of "Health & Human Services Department Clinics."

BACKGROUND

5/6/08

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

SEE ATTACHMENT

Attachments

Link: Funding Report

Form Routing/Status

Form Started By: Rocio
Villarreal

Started On: 07/07/2008 11:14
AM

Final Approval Date: 07/08/2008

Run Date 07/07/08 11:55 AM

Hidalgo County

Page No 1

For 01/01/08 - 01/31/09

Expenditure Summary Report

FJEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account No/Description</u>		<u>Adjusted Budget</u>	<u>Y-T-D Encumb</u>	<u>Period Expended</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
1336 CERT OF OBLIG,SERIES 2006							
8-1336-441-00-340-021-0-452	C.O.,2006-H/D PHARR-BLDG ADD & RENOV	79,400.00	.00	.00	.00	79,400.00	.00
8-1336-441-00-340-022-0-452	C.O.,2006-H/D EDBG-BLDG ADD & RENOV	158,826.83	.00	.00	.00	158,826.83	.00
8-1336-441-00-340-022-0-739	C.O.,2006-H/D EDBG-OTHER STRUCTURES	241,499.49	.00	.00	.00	241,499.49	.00
8-1336-441-00-340-023-0-452	C.O.,2006-H/D MCALLEN-BLDG ADD & RENOV	30,631.00	.00	.00	.00	30,631.00	.00
8-1336-441-00-340-024-0-452	C.O.,2006-H/D WSLC-BLDG ADD & RENOV	38,582.45	.00	.00	.00	38,582.45	.00
8-1336-441-00-340-029-0-748	C.O.,2006-HEALTH DEPT-OTHER EQUIPMENT	250,000.00	151,385.00	.00	.00	98,615.00	60.55
8-1336-441-00-340-030-0-452	C.O.,2006-H/D MISS-BLDG ADD & RENOV	64,547.00	.00	.00	.00	64,547.00	.00
8-1336-441-00-340-034-0-452	C.O.,2006-H/D ELSA-BLDG ADD & RENOV	43,021.00	.00	.00	.00	43,021.00	.00
8-1336-441-00-340-035-0-452	C.O.,2006-H/D HDLGO-BLDG ADD & RENOV	17,191.00	.00	.00	.00	17,191.00	.00
1336 CERT OF OBLIG,SERIES 2006		923,698.77	151,385.00	.00	.00	772,313.77	16.39
8 YEAR		923,698.77	151,385.00	.00	.00	772,313.77	16.39

AI-10073

12.A.

**Transfer Employees from Elections Dept. to IT Dept.
CC REGULAR**

Date: 07/11/2008

Submitted By: Damaris San Miguel, BUDGET & MANAGEMENT

Submitted For: Valde Guerra

Department: BUDGET & MANAGEMENT

Agenda Area: Budget and Management

Information

CAPTION

Elections Department/IT Department:

1. Approval to create slots 0025, 0026, 0027 and 0028 in the IT Department salary schedule.
2. Discussion, consideration and approval to transfer the following employees from the Elections Department to IT Department and set salaries:

From Slot No.	Department	Position Title	Employee No.	To Slot No.	Department
No. 0003	Elections	GIS Operator	113379	No. 0025	IT Dept.
No.0009	Elections	GIS Operator Assistant	161683	No. 0026	IT Dept.
No.0012	Elections	Technician II	161675	No. 0027	IT Dept.
No. 0013	Elections	Field Service Specialist	158321	No. 0028	IT Dept.

3. Approval to delete slot numbers 0003, 0009, 0012 & 0013 from the Elections Department salary schedule.
4. Approval of interdepartmental transfer from Elections Department to IT Department (1100) in the amount of \$74,702.87
5. Approval of revised salary schedules.

BACKGROUND

Fiscal Impact

Attachments

Link: [Revised Salary Schedule](#)

Link: [Revised Salary Schedule](#)

Link: [Fiscal Note](#)

Link: [transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Damaris San Miguel (Originator)	Damaris San Miguel	07/07/2008 03:39 PM	APRV
2	Budget & Management	Veronica Lopez	07/08/2008 07:45 AM	APRV
3	Veronica Lopez		07/08/2008 10:12 AM	NEW

Form Started By: Damaris San Miguel

Started On: 07/07/2008 02:19 PM

Final Approval Date: 07/08/2008

HIDALGO COUNTY

Department Of Budget & Management

2008 Salary Schedule

1100-414-00-130-001-0

ELECTIONS DEPT

Slot	Obj.	Position Title	2007 Budgeted Salary	2008 Adjusted Salary	2008 Base Salary	COLA %	COLA Amount	Other Inc.	2008 Budgeted Salary Approved	2008 Actual Salary	Long	Int.	Supp	Auto	Cloth	2008 Total Actual Compensation
0001	112	ELECTIONS ADMIN	77,000.00	0.00	77,000.00	4.00%	3,080.00	0.00	80,080.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0002	113	INFO TECH MANAGER	57,628.00	0.00	57,628.00	4.00%	2,305.12	0.00	59,933.00	59,933.00	300.00	0.00	0.00	0.00	0.00	60,233.00
DELETE - TRANSFER TO IT DEPARTMENT																
~~0003~~	~~113~~	~~GIS OPERATOR~~	~~46,350.00~~	~~0.00~~	~~46,350.00~~	~~4.00%~~	~~1,854.00~~	~~0.00~~	~~48,204.00~~	~~48,204.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~48,204.00~~
0005	113	ELECTIONS SPECIALIST	36,058.00	0.00	36,058.00	4.00%	1,442.32	0.00	37,500.00	37,500.00	360.00	0.00	0.00	0.00	0.00	37,860.00
0006	113	HEAD BOOKKEEPR	30,787.00	0.00	30,787.00	4.00%	1,231.00	0.00	32,018.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0007	113	SENIOR FIELD SERVICE SPECIALIST	29,919.00	0.00	29,919.00	4.00%	1,196.76	0.00	31,116.00	31,116.00	0.00	0.00	0.00	0.00	0.00	31,116.00
0008	113	VOTER REG ASST	28,784.00	0.00	28,784.00	4.00%	1,151.36	0.00	29,935.00	29,935.00	1,200.00	0.00	0.00	0.00	0.00	31,135.00
DELETE - TRANSFER TO IT DEPARTMENT																
~~0009~~	~~113~~	~~GIS OPERATOR ASSISTANT~~	~~26,688.00~~	~~0.00~~	~~26,688.00~~	~~4.00%~~	~~1,068.00~~	~~0.00~~	~~27,756.00~~	~~27,756.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~27,756.00~~
0010	113	ADM SEC/BKKPR	26,389.00	0.00	26,389.00	4.00%	1,055.56	0.00	27,445.00	27,445.00	1,800.00	0.00	0.00	0.00	0.00	29,245.00
0011	113	ELECTIONS SPECIALIST ASSISTANT	25,942.00	0.00	25,942.00	4.00%	1,037.68	0.00	26,980.00	26,980.00	0.00	0.00	0.00	0.00	0.00	26,980.00
DELETE - TRANSFER TO IT DEPARTMENT																
~~0012~~	~~113~~	~~TECHNICIAN II~~	~~25,620.00~~	~~0.00~~	~~25,620.00~~	~~4.00%~~	~~1,025.00~~	~~0.00~~	~~26,645.00~~	~~26,645.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~26,645.00~~
DELETE - TRANSFER TO IT DEPARTMENT																
~~0013~~	~~113~~	~~FIELD SERVICE SPECIALIST~~	~~25,289.00~~	~~0.00~~	~~25,289.00~~	~~4.00%~~	~~1,012.00~~	~~0.00~~	~~26,301.00~~	~~26,301.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~26,301.00~~
0014	113	DATA PROCESSOR	21,149.00	0.00	21,149.00	4.73%	1,000.00	0.00	22,149.00	22,149.00	0.00	0.00	0.00	0.00	0.00	22,149.00
0015	113	DATA PROCESSOR	21,149.00	0.00	21,149.00	4.73%	1,000.00	0.00	22,149.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0016	113	ELECTION CLERK	18,424.00	0.00	18,424.00	5.43%	1,000.00	0.00	19,424.00	19,424.00	0.00	0.00	0.00	0.00	0.00	19,424.00
0017	113	ELECTION CLERK	18,424.00	0.00	18,424.00	5.43%	1,000.00	0.00	19,424.00	19,424.00	0.00	0.00	0.00	0.00	0.00	19,424.00
0018	113	ELECTION CLERK	18,424.00	0.00	18,424.00	5.43%	1,000.00	0.00	19,424.00	19,424.00	0.00	0.00	0.00	0.00	0.00	19,424.00
0019	113	ELECTION CLERK	18,424.00	0.00	18,424.00	5.43%	1,000.00	0.00	19,424.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0020	113	ELECTION CLERK	18,424.00	0.00	18,424.00	5.43%	1,000.00	0.00	19,424.00	19,424.00	0.00	0.00	0.00	0.00	0.00	19,424.00
0021	113	ELECTION CLERK	18,424.00	0.00	18,424.00	5.43%	1,000.00	0.00	19,424.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0022	113	DATA PROCESSOR	0.00	19,424.00	19,424.00	0.00%	0.00	0.00	19,424.00	19,424.00	0.00	0.00	0.00	0.00	0.00	19,424.00

HIDALGO COUNTY

Department Of Budget & Management

2008 Salary Schedule

1100-414-00-130-001-0

ELECTIONS DEPT

Slot	Obj.	Position Title	2007 Budgeted Salary	2008 Adjusted Salary	2008 Base Salary	COLA %	COLA Amount	Other Inc.	2008 Budgeted Salary Approved	2008 Actual Salary	Long	Int.	Supp	Auto	Cloth	2008 Total Actual Compensation
0084	113	VOTER REGISTRATION SPECIALIST	0.00	40,000.00	40,000.00	0.00%	0.00	0.00	40,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T042	121	DATA PROCESSOR	8,840.00	7,800.00	16,640.00	0.00%	0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T043	121	DATA PROCESSOR	8,840.00	7,800.00	16,640.00	0.00%	0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T044	121	DATA PROCESSOR	8,840.00	7,800.00	16,640.00	0.00%	0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T045	121	DATA PROCESSOR	0.00	16,640.00	16,640.00	0.00%	0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T046	121	DATA PROCESSOR	0.00	16,640.00	16,640.00	0.00%	0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T047	121	DATA PROCESSOR	0.00	16,640.00	16,640.00	0.00%	0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T048	121	DATA PROCESSOR	0.00	16,640.00	16,640.00	0.00%	0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T049	121	DATA PROCESSOR	0.00	16,640.00	16,640.00	0.00%	0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T050	121	DATA PROCESSOR	0.00	16,640.00	16,640.00	0.00%	0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T051	121	DATA PROCESSOR	0.00	16,640.00	16,640.00	0.00%	0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T052	121	DATA PROCESSOR	0.00	16,640.00	16,640.00	0.00%	0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T053	121	DATA PROCESSOR	0.00	16,640.00	16,640.00	0.00%	0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T054	121	DATA PROCESSOR	0.00	16,640.00	16,640.00	0.00%	0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T055	121	DATA PROCESSOR	0.00	16,640.00	16,640.00	0.00%	0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T056	121	DATA PROCESSOR	0.00	16,640.00	16,640.00	0.00%	0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T057	121	DATA PROCESSOR	0.00	16,640.00	16,640.00	0.00%	0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T058	121	DATA PROCESSOR	0.00	16,640.00	16,640.00	0.00%	0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T059	121	DATA PROCESSOR	0.00	16,640.00	16,640.00	0.00%	0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T060	121	DATA PROCESSOR	0.00	16,640.00	16,640.00	0.00%	0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T061	121	DATA PROCESSOR	0.00	16,640.00	16,640.00	0.00%	0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T062	121	DATA PROCESSOR	0.00	16,640.00	16,640.00	0.00%	0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T063	121	DATA PROCESSOR	0.00	16,640.00	16,640.00	0.00%	0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T064	121	DATA PROCESSOR	0.00	16,640.00	16,640.00	0.00%	0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T065	121	DATA PROCESSOR	0.00	16,640.00	16,640.00	0.00%	0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T066	121	DATA PROCESSOR	0.00	16,640.00	16,640.00	0.00%	0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

HIDALGO COUNTY

Department Of Budget & Management

2008 Salary Schedule

1100-414-00-130-001-0

ELECTIONS DEPT

Slot	Obj.	Position Title	2007 Budgeted Salary	2008 Adjusted Salary	2008 Base Salary	COLA %	COLA Amount	Other Inc.	2008 Budgeted Salary Approved	2008 Actual Salary	Long	Int.	Supp	Auto	Cloth	2008 Total Actual Compensation
T067	121	DATA PROCESSOR	0.00	16,640.00	16,640.00	0.00%	0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T068	121	DATA PROCESSOR	0.00	16,640.00	16,640.00	0.00%	0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T069	121	DATA PROCESSOR	0.00	16,640.00	16,640.00	0.00%	0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T070	121	DATA PROCESSOR	0.00	16,640.00	16,640.00	0.00%	0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T071	121	DATA PROCESSOR	0.00	16,640.00	16,640.00	0.00%	0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T072	121	DATA PROCESSOR	0.00	16,640.00	16,640.00	0.00%	0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T073	121	DATA PROCESSOR	0.00	16,640.00	16,640.00	0.00%	0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T074	121	DATA PROCESSOR	0.00	16,640.00	16,640.00	0.00%	0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T075	121	DELIVERY DRIVER	0.00	18,720.00	18,720.00	0.00%	0.00	0.00	18,720.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T076	121	DELIVERY DRIVER	0.00	18,720.00	18,720.00	0.00%	0.00	0.00	18,720.00	18,720.00	0.00	0.00	0.00	0.00	0.00	18,720.00
T077	121	DELIVERY DRIVER	0.00	18,720.00	18,720.00	0.00%	0.00	0.00	18,720.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T078	121	DELIVERY DRIVER	0.00	18,720.00	18,720.00	0.00%	0.00	0.00	18,720.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T079	121	DELIVERY DRIVER	0.00	18,720.00	18,720.00	0.00%	0.00	0.00	18,720.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T080	121	DELIVERY DRIVER	0.00	18,720.00	18,720.00	0.00%	0.00	0.00	18,720.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T081	121	DELIVERY DRIVER	0.00	18,720.00	18,720.00	0.00%	0.00	0.00	18,720.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T082	121	DELIVERY DRIVER	0.00	18,720.00	18,720.00	0.00%	0.00	0.00	18,720.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T083	121	DELIVERY DRIVER	0.00	18,720.00	18,720.00	0.00%	0.00	0.00	18,720.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Hidalgo County Budget Office
FISCAL NOTE

•Fiscal notes are prepared by the Budget Office to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioners' Court
From: Valde Guerra, Budget Officer
CC Date: Friday, July 11, 2008

Agenda Item: AI - 10073

Summary of request/proposal: Approval to transfer the following slots/employees from Elections Dept.to IT Department.

<u>Fund</u>	<u>Position</u>	<u>Slot#</u>	<u>Obj</u>	<u>Current Budgeted Salary</u>	<u>Salary Requested</u>	<u>Total Adjustment Requested</u>
1100	GIS Operator	0003	113	0.00	48,024.00	48,024.00
1100	GIS Operator Assistant	0009	113	0.00	27,756.00	27,756.00
1100	Technician II	0012	113	0.00	26,645.00	26,645.00
1100	Field Service Specialist	0013	113	0.00	26,301.00	26,301.00
Total:				0.00	128,726.00	128,726.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
1100-415-00-200-001-0 113	IT DEPT. PERM F/T EMPLOYEES	57,484.50
1100-415-00-200-001-0 211	IT DEPT. HEALTH INSURANCE	7,438.00
1100-415-00-200-001-0 212	IT DEPT. LIFE INSURANCE	48.24
1100-415-00-200-001-0 220	IT DEPT. FICA	4,397.57
1100-415-00-200-001-0 230	IT DEPT. RETIREMENT	5,047.14
1100-415-00-200-001-0 250	IT DEPT. UNEMPLOYMENT COMP	287.42
1100-415-00-200-001-0 260	IT DEPT. WORKER'S COMP	0.00
2008 Budgetary Impact		74,702.87

2009 Budgetary Impact: \$ 167,337.40

Possible Funding Sources: **Transfer funds from Elections Dept. to IT Dept.**

Budget Office Recommendation:

BUDGET INTER-DEPARTMENTAL TRANSFER

AI# 10073
12.A.DATE: July 8, 2008DEPARTMENT HEAD: Valde GuerraDEPARTMENT NAME: Dept. of Budget and Management for IT Dept.ACCOUNT NUMBER: 8-1100-41X-00-XX0-001-0-XXXCONTACT PERSON: Veronica Nixon TELEPHONE NO. ext 5416SUBJECT: Inter-departmental Transfer/s

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
FROM				
8-1100-414-00-130-001-0-	113	Elections Dept.-	Perm F/T Employee	(57,484.50)
8-1100-414-00-130-001-0-	211	Elections Dept.-	Health Insurance	(7,438.00)
8-1100-414-00-130-001-0-	212	Elections Dept.-	Life Insurance	(48.24)
8-1100-414-00-130-001-0-	220	Elections Dept.-	FICA	(4,397.57)
8-1100-414-00-130-001-0-	230	Elections Dept.-	Retirement	(5,047.14)
8-1100-414-00-130-001-0-	250	Elections Dept.-	Unemployment Comp	(287.42)
8-1100-414-00-130-001-0-	260	Elections Dept.-	Worker's Comp	0.00
TO				
8-1100-415-00-200-001-0-	113	IT Dept.-	Perm F/T Employee	57,484.50
8-1100-415-00-200-001-0-	211	IT Dept.-	Health Insurance	7,438.00
8-1100-415-00-200-001-0-	212	IT Dept.-	Life Insurance	48.24
8-1100-415-00-200-001-0-	220	IT Dept.-	FICA	4,397.57
8-1100-415-00-200-001-0-	230	IT Dept.-	Retirement	5,047.14
8-1100-415-00-200-001-0-	250	IT Dept.-	Unemployment Comp	\$287.42
8-1100-415-00-200-001-0-	260	IT Dept.-	Worker's Comp	\$0.00
TOTAL BUDGET INCREASE (DECREASE)				\$0.00

REASON: Transfer needed from Elections Dept. to IT Dept. to transfer employees and slots.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-10082

12.B.

Transmontaigne Product Services Inc.

CC REGULAR

Date: 07/11/2008

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Area: Budget and Management

Information

CAPTION

Courthouse Parking Lot:

Discussion, consideration, acceptance and approval of claim/invoice with authority for Auditor to issue payment after Auditing procedures are completed:

1. Transmontaigne Product Services in the amount of \$359.20 for the billing cycle of 05/01-30/2008 for fuel purchased for county vehicles with County Comdata Card.
2. Transmontaigne Product Services in the amount of \$466.02 for the billing cycle of 06/01-30/2008 for fuel purchased for county vehicles with County Comdata Card.

BACKGROUND

Fuel for county vehicles (2008 Ford F-150 & 2005 Ford Explorer) paid with Comdata Card.
Acct. # 8-1100-419-40-115-069-0-682

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1100-419-40-115-069-0-682

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

P.O. #606122 in the amount of \$4,500.00

Available balance as of 07/08/08 \$1,208.72

Attachments

Link: [May billing](#)

Link: [June Billing](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/08/2008 08:56 AM	APRV
2	Veronica Lopez		07/08/2008 10:12 AM	NEW
Form Started By: Angela Garcia			Started On: 07/08/2008 08:40 AM	
Final Approval Date: 07/08/2008				

Nena



TRANSMONTAIGNE PRODUCT SERVICES INC.

RECEIVED BY
COUNTY SECURITY ADMIN

Invoice Details

2008 JUN 23 PM 8 32

Invoice #: 21771

Account Code Description: HIDALGO
COUNTY SECURITY ADMIN

Energy Supply Chain Services

Fuel and non-fuel transactions posted 05/01/2008 - 05/31/2008

Posting Date / Trans Date	Account Code / Customer ID	Merchant Name	Merchant City / State	Product Description	Price / Re-Price	Quantity	Trans Amt / Amt Due	Transaction #	Card #	Card Holder Name/ Vehicle #	POS Name
✓ 05/22/2008 05/20/2008	XM723 / ABFBV	FIESTA FOOD STORES #4	EDINBURG / TX	UNL MID-88/89OC	\$3.7000 \$3.5170	20.270	\$75.00 \$71.29	000126918	4612	1025373 1025373	VEHIC/ UNKNOWN FLEET
✓ 05/01/2008 04/29/2008	XM723 / ABFBV	FIESTA FOOD STORES #4	EDINBURG / TX	UNL MID-88/89OC	\$3.5000 \$3.3170	17.400	\$60.90 \$57.72	000413055	5295	884041 884041	VEHIC/ UNKNOWN FLEET
✓ 05/08/2008 05/06/2008	XM723 / ABFBV	FIESTA FOOD STORES #4	EDINBURG / TX	UNL MID-88/89OC	\$3.4506 \$3.2676	14.490	\$50.00 \$47.35	000120801	5295	884041 884041	VEHIC/ UNKNOWN FLEET
✓ 05/14/2008 05/12/2008	XM723 / ABFBV	FIESTA FOOD STORES #4	EDINBURG / TX	UNL MID-88/89OC	\$3.6003 \$3.4173	17.790	\$64.05 \$60.79	000099279	5295	884041 884041	VEHIC/ UNKNOWN FLEET
✓ 05/19/2008 05/16/2008	XM723 / ABFBV	FIESTA FOOD STORES #4	EDINBURG / TX	UNL MID-88/89OC	\$3.6998 \$3.5168	15.690	\$58.05 \$55.18	000104740	5295	884041 884041	VEHIC/ UNKNOWN FLEET
✓ 05/29/2008 05/27/2008	XM723 / ABFBV	FIESTA FOOD STORES #4	EDINBURG / TX	UNL MID-88/89OC	\$3.7994 \$3.6163	18.490	\$70.25 \$66.87	000117550	5295	884041 884041	VEHIC/ UNKNOWN FLEET

Total Net Amount Due: \$359.20

8-1100-419-40-115-069-0-682

INVOICE RECEIVED BY:
[Signature] on 6/6/08
GOODS/SERVICES RECEIVED BY:
Hid. Co. on May 2008



TRANSMONTAIGNE PRODUCT SERVICES INC.

Invoice Number	021771
Invoice Date	June 09, 2008
Bill To	76118
Payment Due Date	July 09, 2008

RECEIVED BY
COUNTY ADMIN
2008 JUN 23 AM 8 32

Invoice

STATE OF TEXAS
HIDALGO COUNTY SECURITY ADMIN
2818 SOUTH BUS HWY 281
EDINBURG, TX 78539-0000

Energy Supply Chain Services

Fuel and non-fuel transactions posted 05/01/2008 - 05/31/2008

Account Code: XM723

Customer ID : ABFBV - HIDALGO COUNTY SECURITY ADMIN \$ 359.20

Account Code XM723 Total: \$ 359.20

Invoice Total: \$ 359.20

Remit To:	TransMontaigne Product Services Inc. Dept 1282 Denver, CO 80291
Note:	Please include the Invoice Number(s) with your remittance.
Invoice Inquiries:	Comdata 1-866-662-3535 or via e-mail to gov@comdata.com



TRANSMONTAIGNE PRODUCT SERVICES INC.

RECEIVED BY
COUNTY AUDITOR

2008 JUN 23 AM 8 32

Summary Report
For Invoice Number 21771
Dated June 09, 2008

STATE OF TEXAS
HIDALGO COUNTY SECURITY ADMIN
2818 SOUTH BUS HWY 281
EDINBURG, TX 78539

Fuel and non-fuel transactions posted 05/01/2008 - 05/31/2008

Account Code: XM723

Customer ID: ABFBV -
HIDALGO COUNTY SECURITY ADMIN

	Transaction Line Items	Gallons	Quantity	Original Amount Due (\$)	Re-priced Amount Due (\$)	Invoiced Amount Due (\$)
Re-Priced Non-Index						
UNL MID-88/89OC	6	104.13		378.25	359.20	359.20
Sub-Total	6	104.13		378.25	359.20	359.20
Totals for Customer ID: ABFBV	6	104.13		\$378.25	\$359.20	\$359.20

Summary By Account Code

Account Code: XM723

	Transaction Line Items	Gallons	Quantity	Original Amount Due (\$)	Repriced Amount Due (\$)	Invoiced Amount Due (\$)
Re-Priced Non-Index						
UNL MID-88/89OC	6	104.13		378.25	359.20	359.20
Sub-Total	6	104.13		378.25	359.20	359.20
Total for Account Code: XM723	6	104.13		\$378.25	\$359.20	\$359.20

RECEIVED BY
COUNTY AUDITOR
2008 JUN 23 AM 8 32

WELCOME TO
Fiesta Food Store

mileage
79393

employee #
089524

Fiesta Food Stores #4
2800 S. BUS. HWY 281
EDINBURG, TX 78539
DLR#: 5M48590128001

05/16/08 16:05:01

Pump#: 1 /Self
Product: Reg Blend
Gallons 15.693
\$/Gal \$ 3.699
Fuel Sale \$ 58.05
Total Sale \$ 58.05

XXXXXXXXXXXX5295
MC

Trans# 036963
Approval# 603781

289232s404c1

Fiesta Food Stores #4
2800 S. BUS. HWY 281
EDINBURG, TX 78539
DLR#: 5M48590128001

05/27/08 15:20:47

Pump#: 1 /Self
Product: Reg Blend
Gallons 18.493
\$/Gal \$ 3.709
Fuel Sale \$ 70.25
Total Sale \$ 70.25

XXXXXXXXXXXX5295
MC

Trans# 038163
Approval# 611039

297473s415c1
Thank You

04/29/08 14:13:48

Pump#: 3 /Self
Product: Reg Blend
Gallons 17.406
\$/Gal \$ 3.499
Fuel Sale \$ 60.90
Total Sale \$ 60.90

XXXXXXXXXXXX5295
MC

Trans# 034858
Approval# 644216

275102s387c3

Thank You
And Come Again

mileage
79163

employee #
089524

Fiesta Food Stores #4
2800 S. BUS. HWY 281
EDINBURG, TX 78539
DLR#: 5M48590128001

05/12/08 09:24:58

Pump#: 1 /Self
Product: Reg Blend
Gallons 17.796
\$/Gal \$ 3.599
Fuel Sale \$ 64.05
Total Sale \$ 64.05

XXXXXXXXXXXX5295
MC

Trans# 036359
Approval# 979916

285420s400c1
Thank You
And Come Again

mileage
78783

employee
089524

WELCOME TO
Fiesta Food Store

Fiesta Food Stores #4
2800 S. BUS. HWY 281
EDINBURG, TX 78539
DLR#: 5M48590128001

05/20/08 09:15:29

Pump#: 2 /Self
Product: Reg Blend
Gallons 20.276
\$/Gal \$ 3.699
Fuel Sale \$ 75.00
Total Sale \$ 75.00

XXXXXXXXXXXX4612

Trans# 037344
Approval# 885737

91843s408c2
Thank You
Come Again

WELCOME TO
Fiesta Food Store

Mileage 78973

Roland Gonzalez

089524

Fiesta Food Stores #4
2800 S. BUS. HWY 281
EDINBURG, TX 78539
DLR#: 5M48590128001

05/06/08 11:17:52

Pump#: 1 /Self
Product: Reg Blend
Gallons 14.497
\$/Gal \$ 3.449
Fuel Sale \$ 50.00
Total Sale \$ 50.00

XXXXXXXXXXXX5295
MC

Trans# 035617
Approval# LA0689

280728394c1
Thank You



TRANSMONTAIGNE PRODUCT SERVICES INC.

Invoice Details

Invoice #: 22923

Account Code Description: HIDALGO
COUNTY SECURITY ADMIN

Energy Supply Chain Services

Fuel and non-fuel transactions posted 06/01/2008 - 06/30/2008

Posting Date / Trans Date	Account Code / Customer ID	Merchant Name	Merchant City / State	Product Description	Price / Re-Price	Quantity	Trans Amt / Amt Due	Transaction #	Card #	Card Holder Name/ Vehicle #	POS Name
06/02/2008 05/30/2008	XM723 / ABFBV	FIESTA FOOD STORES #4	EDINBURG / TX	UNL MID-88/89OC	\$3.8402 \$3.6572	19.530 ✓	\$75.00 \$71.43	000132411	4612	1025373 1025373	VEHIC/ UNKNOWN FLEET
06/14/2008 06/12/2008	XM723 / ABFBV	FIESTA FOOD STORES #4	EDINBURG / TX	UNL MID-88/89OC	\$3.9001 \$3.7171	19.230 ✓	\$75.00 \$71.48	000119828	4612	1025373 1025373	VEHIC/ UNKNOWN FLEET
06/27/2008 06/25/2008	XM723 / ABFBV	FIESTA FOOD STORES #4	EDINBURG / TX	UNL MID-88/89OC	\$3.8491 \$3.6661	12.990 ✓	\$50.00 \$47.62	000121669	4612	1025373 1025373	VEHIC/ UNKNOWN FLEET
06/05/2008 06/03/2008	XM723 / ABFBV	FIESTA FOOD STORES #4	EDINBURG / TX	UNL MID-88/89OC	\$3.8394 \$3.6564	18.870 ✓	\$72.45 \$69.00	000121814	5295	884041 884041	VEHIC/ UNKNOWN FLEET
06/12/2008 06/10/2008	XM723 / ABFBV	FIESTA FOOD STORES #4	EDINBURG / TX	UNL MID-88/89OC	\$3.9011 \$3.7181	17.290 ✓	\$67.45 \$64.29	000120740	5295	884041 884041	VEHIC/ UNKNOWN FLEET
06/20/2008 06/18/2008	XM723 / ABFBV	FIESTA FOOD STORES #4	EDINBURG / TX	UNL MID-88/89OC	\$3.9001 \$3.7171	19.230	\$75.00 \$71.48	000119724	5295	884041 884041	VEHIC/ UNKNOWN FLEET
06/26/2008 06/24/2008	XM723 / ABFBV	FIESTA FOOD STORES #4	EDINBURG / TX	UNL MID-88/89OC	\$3.8491 \$3.6661	19.290 ✓	\$74.25 \$70.72	000223335	5295	884041 884041	VEHIC/ UNKNOWN FLEET

Total Net Amount Due: \$466.02

8-1100-419-40-115-009-0-682

2008 JUL 8 AM 8 37

BUDGET OFFICE
HIDALGO COUNTY

INVOICE RECEIVED BY: CB on 7/8/08
GOODS/SERVICES RECEIVED BY: Hid. Co on June 2008



TRANSMONTAIGNE PRODUCT SERVICES INC.

Invoice Number	022923
Invoice Date	July 07, 2008
Bill To	76118
Payment Due Date	August 06, 2008

Invoice

STATE OF TEXAS
HIDALGO COUNTY SECURITY ADMIN
2818 SOUTH BUS HWY 281
EDINBURG, TX 78539-0000

Energy Supply Chain Services

Fuel and non-fuel transactions posted 06/01/2008 - 06/30/2008

Account Code: XM723

Customer ID : ABFBV - HIDALGO COUNTY SECURITY ADMIN \$ 466.02

Account Code XM723 Total: \$ 466.02

Invoice Total: \$ 466.02

Remit To:	TransMontaigne Product Services Inc. Dept 1282 Denver, CO 80291
Note:	Please include the Invoice Number(s) with your remittance.
Invoice Inquiries:	Comdata 1-866-662-3535 or via e-mail to gov@comdata.com



TRANSMONTAIGNE PRODUCT SERVICES INC.

**Summary Report
For Invoice Number 22923
Dated July 07, 2008**

STATE OF TEXAS
HIDALGO COUNTY SECURITY ADMIN
2818 SOUTH BUS HWY 281
EDINBURG, TX 78539

Fuel and non-fuel transactions posted 06/01/2008 - 06/30/2008

Account Code: XM723

Customer ID: ABFBV -
HIDALGO COUNTY SECURITY ADMIN

	Transaction Line Items	Gallons	Quantity	Original Amount Due (\$)	Re-priced Amount Due (\$)	Invoiced Amount Due (\$)
Re-Priced Non-Index						
UNL MID-88/89OC	7	126.43		489.15	466.02	466.02
Sub-Total	7	126.43		489.15	466.02	466.02
Totals for Customer ID: ABFBV	7	126.43		\$489.15	\$466.02	\$466.02

Summary By Account Code

Account Code: XM723	Transaction Line Items	Gallons	Quantity	Original Amount Due (\$)	Repriced Amount Due (\$)	Invoiced Amount Due (\$)
Re-Priced Non-Index UNL MID-88/89OC	7	126.43		489.15	466.02	466.02
Sub-Total	7	126.43		489.15	466.02	466.02
Total for Account Code: XM723	7	126.43		\$489.15	\$466.02	\$466.02

WELCOME TO
Fiesta Food Store

Fiesta Food Stores #4
2800 S. BUS. HWY 281
EDINBURG, TX 78539
DLR#: 5M48590128001

05/30/08 13:52:44

Pump#: 6 /Self
Product:Reg Blend
Gallons 19.536
\$/Gal \$ 3.839
Fuel Sale \$ 75.00
Total Sale \$ 75.00

XXXXXXXXXXXX4612
MC

Trans# 038597
Approval# 023959

299993s418c6

Thank You
And Come Again

Fiesta Food Stores #4
2800 S. BUS. HWY 281
EDINBURG, TX 78539
DLR#: 5M48590128001

06/12/08 10:19:22

Pump#: 2 /Self
Product:Reg Blend
Gallons 19.236
\$/Gal \$ 3.899
Fuel Sale \$ 75.00
Total Sale \$ 75.00

XXXXXXXXXXXX4612
MC

Trans# 040034
Approval# 446128

309958s432c2
Thank You
And Come Again

Fiesta Food Store

employee #
089524

mileage

79926

Fiesta Food Store

employee #

089524

~~79926~~

79726

Fiesta Food Stores #4
2800 S. BUS. HWY 281
EDINBURG, TX 78539
DLR#: 5M48590128001

06/03/08 16:03:05

Pump#: 1 /Self
Product:Reg Blend
Gallons 18.871
\$/Gal \$ 3.839
Fuel Sale \$ 72.45
Total Sale \$ 72.45

XXXXXXXXXXXX5295
MC

Trans# 039039
Approval# 410629

309958s432c2
Thank You

Fiesta Food Stores
2800 S. BUS. HWY 281
EDINBURG, TX 78539
DLR#: 5M48590128001

06/10/08 16:03:26

Pump#: 2 /Self
Product:Reg Blend
Gallons 17.299
\$/Gal \$ 3.899
Fuel Sale \$ 67.45
Total Sale \$ 67.45

XXXXXXXXXXXX5295
MC

Trans# 039811
Approval# 210234

308527s430c2

WELCOME TO
Fiesta Food Store

Fiesta Food Stores #4
2800 S. BUS. HWY 281
EDINBURG, TX 78539
DLR#: 5M48590128001

06/24/08 14:12:54

Pump#: 3 /Self
Product: Reg Blend
Gallons 19.292
\$/Gal \$ 3.849
Fuel Sale \$ 74.25
Total Sale \$ 74.25

XXXXXXXXXXXX5295
MC

Trans# 041522
Approval# 785619

319760s445c3

Thank You
And Come Again

employee #
089524

mileage
80700

WELCOME TO
Fiesta Food Store

Fiesta Food Stores #4
2800 S. BUS. HWY 281
EDINBURG, TX 78539
DLR#: 5M48590128001

06/25/08 16:53:58

Pump#: 4 /Self
Product: Reg Blend
Gallons 12.990
\$/Gal \$ 3.849
Fuel Sale \$ 50.00
Total Sale \$ 50.00

XXXXXXXXXXXX4612
MC

Trans# 041658
Approval# LA0840

320719s446c4

Thank You
And Come Again

mileage
541.8

138762

HIDALGO COUNTY AUDITOR'S OFFICE
HIDALGO COUNTY, TEXAS

PURCHASE AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Rolando Gonzalez, do hereby state that the item(s) listed on the invoice(s) named below
PURCHASER'S NAME
were purchased for the exclusive use of Hidalgo County:

INVOICE NO.	DATE	AMOUNT	NAME OF COMPANY
<u>22923</u>	<u>6/18/08</u>	<u>75.⁰⁰/71.48</u>	<u>Transmontaigne Product Serv.</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
TOTAL		<u>71.48</u>	

I further state that I was authorized to make such a purchase(s).

I therefore request reimbursement of this invoice (these invoices) from Hidalgo County and that payment be made payable to me.

SIGNATURE: [Signature]

TITLE: Chief of Security
PERSON MAKING PURCHASE

Before me Angela Garcia, a Notary Public, appeared Rolando Gonzalez and on his oath deposed and stated that the foregoing facts as set forth in the above request for expense reimbursement are true and correct in every respect. He / S further stated he / s requested payment of the same.



Angela Garcia
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

APPROVAL: [Signature] DEPARTMENT HEAD

APPROVAL: _____ COUNTY AUDITOR

AI-10087

12.C.

Transfer to 430th DC

CC REGULAR

Date: 07/11/2008

Submitted By: Sergio Cruz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Area: Budget and Management

Information

CAPTION

Approval of 2008 interdepartmental transfer (1100) from County Wide Administration to 430th District Court in the amount of \$58,160.00.

BACKGROUND

To fund building rental

Fiscal Impact

Attachments

Link: [Transfer](#)

Form Routing/Status

Form Started By: Sergio Cruz Started On: 07/08/2008 08:55
AM

Final Approval Date: 07/08/2008

AI-10084

14.D.

Cause No.: C-236-08-E

CC REGULAR

Date: 07/11/2008

Submitted By: Norma Silva, BUDGET & MANAGEMENT

Submitted For: Valde Guerra

Department: BUDGET & MANAGEMENT

Agenda Area: Closed Session

Information

CAPTION

Cause No.: C-236-08-E; DM Roth, Inc. vs County of Hidalgo Texas and Hidalgo Planning County Department

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/08/2008 08:56 AM	APRV
2	Auditor's Office		07/08/2008 10:12 AM	NEW
Form Started By: Norma Silva			Started On: 07/08/2008 08:49 AM	
Final Approval Date: 07/08/2008				

AI-10085

15.D.

Cause No.: C-236-08-E

CC REGULAR

Date: 07/11/2008

Submitted By: Norma Silva, BUDGET & MANAGEMENT

Submitted For: Valde Guerra

Department: BUDGET & MANAGEMENT

Agenda Area: Open Session

Information

CAPTION

Cause No.: C-236-08-E; DM Roth, Inc. vs County of Hidalgo Texas and Hidalgo Planning County Department

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	07/08/2008 08:56 AM	APRV
2	Auditor's Office		07/08/2008 10:12 AM	NEW
Form Started By: Norma Silva			Started On: 07/08/2008 08:51 AM	
Final Approval Date: 07/08/2008				
