AI-12998 **6.A.**

GFOA Submission/Fin. Mgmt. Policies

CC REGULAR

Date:	12/23/2008
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Comm. Court Executive Officer

Information

CAPTION

1. Presentation of the 2009 Adopted Budget as prepared for submission to the Government Finance Officers Association (GFOA).

2. Discussion and appropriate action/approval of Financial Management Policies as presented in the 2009 Adopted Budget to be submitted to GFOA.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/19/2008 04:11 PM	APRV
2	Roland Garcia		12/19/2008 05:13 PM	PEND
Form Started By: Angela Garcia			Started On: 12/19/2008 04:06 PM	
Final Approval Date: 12/19/2008				

AI-12987 **6.B.**

Rescind action regarding Deputy Constables

CC REGULAR

Date:	12/23/2008
Submitted By:	Monica Badillo, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Comm. Court Executive Officer

Information

CAPTION

Approval to rescind action taken by Comm. Court on 12/16/08 item #6.B., *"Discussion, consideration and appropriate action regarding a Civil Service Commission agenda item to exclude Deputy Constables from the County Civil Service System"*

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/19/2008 03:13 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	12/19/2008 04:20 PM	APRV
3	Auditor's Office		12/19/2008 05:13 PM	NEW
Form Started By: Monica Badillo			Started On: 12/19/2008 02:09 PM	
Final Approval Date: 12/19/2008				

AI-12875 **6.C.**

457 Plan w/d

CC REGULAR

Date:	12/23/2008
Submitted By:	Monica Badillo, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Comm. Court Executive Officer

Information

CAPTION

Approval of 457 Plan withdrawal requests due to hardship for employee #029939.

BACKGROUND

Fiscal Impact

Attachments

Link: request

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/17/2008 07:46 AM	APRV
2	Veronica Lopez	Veronica Lopez	12/17/2008 10:43 AM	APRV
3	Auditor's Office	Linda Fong	12/18/2008 05:10 PM	APRV
4	Purchasing Department	Marty Salazar	12/19/2008 10:44 AM	APRV

Form Started By: Monica Badillo — Started On: 12/16/2008 03:04 PM

Final Approval Date: 12/19/2008

employee #029939

SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

Please print or type.
Plan Name ~~Nora Vasquez~~ 401 Plan

Participant Name [redacted]

Address P.O. [redacted] **City** Elsa **S**

Social Security N [redacted] **aytime Phone No.** (956 [redacted]

SECTION I – Hard

I understand that this [redacted] e to financial hardship only to t the withdrawal is ne heavy financial need. I represent that I have obtained all distributions, other th dship, and all other non-taxable loans currently available to me under the Plan, by the Company. I understand that this withdrawal will be taxable as ordinary income in the calendar year in which I receive it. **In addition, a 10% penalty tax will apply unless I am at least 59-1/2 years of age or I use the funds withdrawn to pay certain deductible medical expenses as provided by law.**

IRS rules require that you stop making contributions to the 401(k) Plan for at least 6 months upon taking this hardship withdrawal.

The IRS only allows the following reasons for taking a hardship withdrawal. Check the one that applies to you. I'm In Debt. Also, Behind on my Car Insurance & my light Bill. I have other Expenses Too.

( ) Medical expenses incurred by me, my spouse, or any of my dependents (or any expense necessary to obtain medical care).
(X) Purchase (excluding mortgage payments) of my principal residence.
( ) Payment of tuition, related educational fees, and room and board expenses for the next 12 months of post-secondary education for me, my spouse, my children, or my dependents.
(X) The need to prevent eviction from or mortgage foreclosure on my primary residence.
( ) Funeral or burial expenses for my parent, spouse, child or dependent.
( ) Repair of casualty damage to my primary residence that would be deductible under IRC Section 165.

Hardship Requested $ 890.00 Year-to-date deferrals ?

Total amount deferred since you initially joined the plan $_____

Have you ever taken a hardship before? No If so what was the amount taken $ —

I hereby request a hardship withdrawal from my account. I meet and agree to the requirements above and understand the tax implications of this withdrawal. If I am directing my investment accounts, make the withdrawal based on my current investment direction election. I understand that there may be a fee charged to my account by Simpkins & Associates for processing this request.

PARTICIPANT SIGNATURE X Nora Vasquez Date 12/12/08

SECTION II – Authorized Plan Representative

As the Authorized Plan Representative, I authorize you to perform the ministerial acts relating to the hardship distribution. This request is in compliance with our Plan document.

AUTHORIZED PLAN REPRESENTATIVE X _____ Date _____

SECTION III – Distribution Procedure

- Determine if distribution request complies with all provisions of your plan documents.
- ***S&A*** will help facilitate the check as requested above.

Fax request to:
(972) 960-7133

Revna Financial

DEC 15 2008

AI-12851 **6.D.**

Scheduling of Court Meetings for the Year

CC REGULAR

Date:	12/23/2008
Submitted By:	Monica Badillo, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Comm. Court Executive Officer

Information

CAPTION

Pursuant to Article §81.005(a) (Terms of the Court Meeting) of the Texas Local Government Code, consideration and entering of an Order into the minutes the designation of the day of the week and week of the month of Hidalgo County Commissioners' Court Regular Term Meeting Tex. Loc Gov. Code ORDER OF THE COURT:
HIDALGO COUNTY COMMISSIONERS' COURT
Week of the Month: _____
Day of the Week: _____
Time of the Day: _____a.m./p.m. for the calendar year of 2009

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/12/2008 03:56 PM	APRV
2	Dale Kennan	Dale Kennan	12/12/2008 04:19 PM	APRV
3	Auditor's Office	Linda Fong	12/18/2008 05:45 PM	APRV
4	Purchasing Department	Marty Salazar	12/19/2008 10:44 AM	APRV

Form Started By: Monica Badillo — Started On: 12/12/2008 02:59 PM

Final Approval Date: 12/19/2008

AI-12984 **6.E.**

Backpay for emplyee no. 158305

CC REGULAR

Date:	12/23/2008
Submitted By:	Rosie Cantu, BUDGET & MANAGEMENT
Submitted For:	Constable Precinct No. 4
Department:	BUDGET & MANAGEMENT
Agenda Category:	Comm. Court Executive Officer

Information

CAPTION

Discussion, consideration and action on payment of backpay for employee no. 158305 for meeting the requirements of the Grade and Step Pay Plan on March 04, 2008.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rosalinda Cantu (Originator)	Rosie Cantu	12/19/2008 04:45 PM	APRV
2	Budget & Management	Dina Trevino	12/19/2008 04:46 PM	APRV
3	Erika Reyna	Erika Reyna	12/19/2008 04:50 PM	APRV
4	Auditor's Office		12/19/2008 05:13 PM	NEW

Form Started By: Rosie Cantu — Started On: 12/19/2008 10:56 AM

Final Approval Date: 12/19/2008

AI-12930 **7.B.**

Health Division - 2009 Year Adm Program Income Acct

CC REGULAR

Date:	12/23/2008
Submitted By:	Dan Beltran, HEALTH & HUMAN SERVICES DEPT.
Department:	HEALTH & HUMAN SERVICES DEPT.
Agenda Category:	Health & Human Services Dept.

Information

CAPTION

1. Approval to continue payroll for employees on the Adm Program Income account (Acct # 9-1293-441-00-340-005-0).

2. Approval of the attached salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 9-1293-441-00-340-005-0-XXX

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

BUDGETARY IMPACT:

Available balances pending rollover.

Attachments

Link: 2009 PI Sal

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/17/2008 04:04 PM	APRV
2	Manuel Chapa	Manuel Chapa	12/19/2008 08:44 AM	APRV
3	Auditor's Office		12/19/2008 05:13 PM	NEW

Form Started By: Dan Beltran — Started On: 12/17/2008 03:51 PM

Final Approval Date: 12/19/2008

HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT
2009 YEAR ADM PROGRAM INCOME SALARY SCHEDULE
ACCT # 9-1293-441-00-340-005-0

Slot #	Salary & Fringe Benefits	
G001	$	2,012.00
G002	$	1,863.00
0003	$	1,861.00
G004	$	1,767.00
G005	$	1,767.00
G006	$	1,766.00
G007	$	1,550.00
G008	$	1,412.00
G009	$	1,412.00
G010	$	1,412.00
0011	$	1,182.00
G012	$	1,166.00
G013	$	1,133.00
G014	$	1,113.00
G015	$	1,116.00
G016	$	1,114.00
G017	$	1,085.00
G018	$	963.00
G019	$	857.00
G020	$	15.00
Salary Total	**$**	**26,566.00**
FICA - 7.65%	**$**	**2,032.30**
Retirement - 8.92%	**$**	**2,369.69**
Worker's Comp - 3.27%	**$**	**868.71**
Unemployment Comp - .50%	**$**	**132.83**
Health Insurance Premium	**$**	**4,164.00**
Life Insurance Premium	**$**	**37.00**
Fringe Benefits Total	**$**	**9,291.50**
Salary & Fringe Benefits Total	**$**	**35,857.50**

AI-12844 **7.C.**

CIHCP -Contract for Participation

CC REGULAR

Date:	12/23/2008
Submitted By:	Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.
Submitted For:	Dairen Sarmiento
Department:	HEALTH & HUMAN SERVICES DEPT.
Agenda Category:	Health & Human Services Dept.

Information

CAPTION

Presentation for discussion, consideration and approval of Contract for Participation for out stationed Eligibility Specialist in Health Care Facility at Doctor's Hospital at Renaissance.

BACKGROUND

Effective December 31, 2008. No budgetary impact.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary Impact.
The County and the Contractor have mutually agreed to allow County-employed eligibility specialist to be out stationed at health care facility(s).

Attachments

Link: DHR

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/12/2008 01:28 PM	APRV
2	Manuel Chapa	Manuel Chapa	12/12/2008 03:10 PM	APRV
3	Auditor's Office	Linda Fong	12/18/2008 05:46 PM	APRV
4	Purchasing Department	Marty Salazar	12/19/2008 10:43 AM	APRV

Form Started By: Dairen Sarmiento Started On: 12/12/2008 11:40 AM

Final Approval Date: 12/19/2008

CONTRACT FOR PARTICIPATION

Out stationed Eligibility Specialists In Health Care Facilities

I. Parties

COUNTY: Hidalgo County Texas
Health and Human Services
1304 South 25th Street
Edinburg, Texas 78542

CONTRACTOR: Doctor's Hospital at Renaissance
P. O. Box 3293
McAllen, Texas 78502

II. Recitals

WHEREAS, the County administers various Assistance Programs under the provisions of state and/or federal law and in collaboration with the hospitals and Hidalgo County Clinical Services, Inc., and desires to provide processing of assistance applications at locations other than government offices.

WHEREAS, the Contractor desires to provide accommodations for out stationed County employed eligibility specialist at the Contractor's facility(s) for the purpose of providing eligibility determination services.

NOW, THEREFORE, in consideration of the terms and conditions herein set forth and other good and valuable consideration, the receipt of which is hereby acknowledged, the County and Contractor agree to the following terms and conditions set forth herein:

III. Participation

This Contract is entered into by and between Doctor's Hospital at Renissance ("Contractor") and the COUNTY OF HIDALGO, TEXAS ("County")

The County will hire, train and assign to the Contractor's facility(s) eligibility specialist (hereafter referred to as assigned specialist.(s) as described in Attachment B – Schedule of Positions, which is attached and incorporated herein for all purposes.

Contractor shall provide for each assigned worker an appropriate work area including, but not limited to, items described in attachment A. Contractor shall assure that suitable private space is available on an as-needed basis to specialist(s) conducting confidential client interviews.

All eligibility forms will be provided by the County at no cost to the Contractor. All equipment and furniture that is purchased by either party for purposes described herein shall remain the property of the purchaser after the termination of this contract.

IV. Supervision

All specialist(s) assigned to the Contractor under this agreement remain employees of the County. The employer-employee relationship exists solely between the County and the assigned specialist(s) and all benefits, rights and employer-employee responsibilities rest with the County. Assigned specialist(s) shall not possess any authority, expressed or implied, to act for or on behalf of the Contractor nor shall they, at any time, be considered as agents or representatives for the Contractor.

Each assigned specialist shall be under the technical supervision of a County supervisor for purposes of training, staff development, technical assistance relating to job performance, and other county responsibilities described in Attachment A.

Contractor's supervision of the assigned specialist(s) shall be limited to the responsibilities and activities described in Attachment A.

Specialist(s) assigned under this contract are subject not only to County Regulations but also to applicable rules, regulations and policies of the Contractor, provided Contractor's requirements do not conflict with County Policy and the guaranteed protection of the civil rights of assigned specialist.

Requirements pertaining to regular working hours and holidays are described in Attachment A.

The County will retain all policy responsibility and will furnish all materials and information specific to eligibility determinations at no charge to the Contractor.

The County agrees not to assign to the Contractor any specialist(s) who were formerly employed by the Contractor and whose services were unsatisfactory.

V. Record-Keeping and Reporting

(a) Contractor shall provide free access to all of its records pertaining to the services performed under this contract to representatives designated by the County, and to appropriate state authorities with regulatory responsibility for any public assistance program for which eligibility determinations are made under the agreement

(b) Contractor agrees to retain financial and supporting documents, statistical records, and any other records pertinent to the services to indigent patients.

1. Records and documents shall be kept for a minimum of three (3) years and ninety (90) days after the termination of the contract period, or for three (3) years after the end of the county fiscal year in which services were provided if this contract has no specific termination date.
2. If any litigation, claim or audit involving these records begins before the three (3) year period expires, the Contractor will keep the records and documents for not less than three (3) years and ninety (90) days and until all litigation, claims or audit findings are resolved. The case is considered resolved when there is a final order issued in litigation, or a written agreement is entered into between the County and the Contractor.
3. The Contractor will keep records of non-expendable property acquired under the

contract for three (3) years after final disposition of the property.

4. Contract period means the beginning date through the ending date specified in the original contract; extensions are considered to separate contract periods.

VI. Assurances and Compliance

(a) Contractor agrees to notify the County in writing within ten (10) days of any changes in Contractor's status, including but not limited to change in ownership, change in Medicare/Medicaid provider status change in name, or any other changes affecting the activities described herein.

(b) Contractor understands that applications for public assistance in Texas must be voluntary. Contractor shall not require individuals to apply and the process by which individuals are screened for classification must not insist that they apply for public assistance.

(c) Contractor agrees to comply, and will require applicable subcontractors to comply, with all requirements of:

1. Any public assistance program in connection with which services are performed under this contract;
2. County confidentiality regulations, if any;
3. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), Section 504 of the Rehabilitation Act of 1973 (P.L. 93112), The Americans with Disabilities Act of 1990 (P.L. 101-336), Title 40, Chapter 73, of the Texas Administrative code, and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts. These provide in part that no persons in the United States shall, on grounds of race, color, national origin, age, sex disability, political beliefs or religion be denied or excluded from participation in any aid, care, service or other benefits provided by federal and/or state funding, or otherwise be subjected to any discrimination.
4. Immigration Report Control Act of 1986 regarding employment verification and retention of verification forms for any individuals hired after November 6, 1986 who will perform any labor or services under this contract.

VII. 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 even the effected 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.

No Waiver. No waiver by County or Contractor 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 agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by the agreement in writing executed by County and Contractor, 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 shall be 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 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 County: Hidalgo County Health & Human Services
Attention: Human Services Director
1304 S. 25th Street
Edinburg, Texas 78542

If to Contractor: Doctor's Hospital at Renaissance
P. O. Box 3293
McAllen, Texas 78502

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 documents and instruments 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 Contractor. County may assign this Agreement without the consent of Contractor.

Headings. The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to effect 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 County and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Contractor in accordance with its terms.

VIII. Indemnification

Contractor agrees to hold the County harmless and to indemnify it from and against any and all claims, demands and causes of action of every kind and character arising out of, or in connection with, the performance of services by the Contractor or any of its subcontractors under this contract.

IX. Termination

(a) In the event federal or state laws or other requirements are amended or judicially interpreted so that either party is unable to fulfill the terms of this contract, or if the parties are unable to agree upon any amendment needed to enable the continuation of services described herein, then the parties will be discharged from any further obligations created under the terms of this contracts. The parties, however, will equitably settle respective accrued interest or obligations incurred up to the date of termination.

(b) This contract may be canceled at any time by mutual agreement, or, if not by such agreement, either party may cancel this contract any time without cause by giving thirty (30) days written notice in advance to the other party.

X. Term of Contract

The term of the contract shall be twelve (12) months commencing on the effective date. The contract shall be renewed and extended for additional one year period on any anniversary thereof unless terminated as stated in IX herein.

XI. Effective Date

The effective date of this contract is December 31, 2008.

XII. Signatory

Having agreed to the terms herein, the undersigned parties hereby represent and warrant that they are authorized to enter into and execute this contract either as an official or a representative of the County or the Contractor.

Hidalgo County, Texas

_____
Signature *Date*

Juan D. Salinas III
Name

County Judge
Title

Contractor

_____
Signature *Date*

_____
Name

_____
Title

Approved by Commissioners' Court on _____
Date

APPROVED AS TO FORM:

_____
Atlas & Hall L.L.P.

ATTEST:

_____
Arturo Guajardo Jr. - County Clerk

ATTACHMENT A

Participation Plan
Out stationed Eligibility Specialist

The County and the Contractor have mutually agreed to allow County-employed eligibility specialist to be out stationed at health care facility(s) at the following locations:

1. **County Responsibilities:**

   (a) Work with patients referred by Contractor staff to determine eligibility for public assistance or charity care provided by Hidalgo County Clinical Services, Inc.;

   (b) Certify to Contractor those Welfare recipients eligible for such assistance;

   (c) Refer ineligible applicants to Contractor's business office;

   (d) Make pertinent records available (to the extent permitted by applicable laws, regulations, County policies and/or procedures) at all reasonable times to the contractor or its agents for verification.

   (e) Coordinate referrals to other county services and to Community Social Services.

2. **Work Schedule:**

   Daily: Monday – Friday 8:00 AM to 5:00 PM

   Holiday: Employee to follow approved County holiday schedule.

3. **Contractor Responsibilities:**

   (a) Provide for each assigned worker adequate work space and equipment as supplied to Contractor's own staff;

   (b) Screen clients prior to referral to County staff;

   (c) Refer to County Program Director any violations or inappropriate behavior of County employee for appropriate action by County Supervisor. Director can be reached at (956) 318-2011.

   (d) Ensure that County staff duties will be confined to County related work.

4. **County Liaison:** Dairen Sarmiento – Human Services Director

   Contractor Liaison: _____

ATTACHMENT B

Schedule of Positions
Out stationed Eligibility Specialist

(CONTRACTOR)

Job Title	Full Time	Facility Location
Eligibility Specialist	X	Doctor's Hospital at Renaissance P. O. Box 3293 McAllen, Texas 78502

The specialists' schedule will not require workers to log more than the standard number of regular time hours for such workers under applicable provisions of the Fair Labor Standards Act and Regulations and under county payroll policies, without the prior written authorization of the County. Generally a specialist shall not be scheduled to work more than forty hours in any seven day work period, as work periods are defined under Hidalgo County payroll policies.

AI-12940 **8.A.**

HIDTA - Interlocal Governmental Agreement with McAllen ISD

CC REGULAR

Date:	12/23/2008
Submitted By:	Nelda Olivarez, HIDTA
Submitted For:	Dora L. Munoz, Commander
Department:	HIDTA
Agenda Category:	HIDTA - Task Force

Information

CAPTION

Authorization and approval to accept the Interlocal Governmental Agreement between the Hidalgo County HIDTA Task Force and the McAllen Independent School District.

BACKGROUND

Hidalgo County Legal Council, Mr. Steve Crain has reviewed and approved the Interlocal Governmental Agreement between the Hidalgo County HIDTA Task Force and the McAllen ISD.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact

Attachments

Link: McAllen ISD K-9

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/18/2008 08:37 AM	APRV
2	Roland Garcia	Rolando Garcia	12/18/2008 10:47 AM	APRV
3	Auditor's Office	Linda Fong	12/18/2008 05:47 PM	APRV
4	Purchasing Department	Marty Salazar	12/19/2008 10:45 AM	APRV

Form Started By: Nelda Olivarez — Started On: 12/17/2008 04:43 PM

Final Approval Date: 12/19/2008

STATE OF TEXAS §
§
HIDALGO COUNTY §

INTERLOCAL AGREEMENT
BETWEEN
HIDALGO COUNTY HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) TASK FORCE
AND
McALLEN INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT

WHEREAS, the **HIDALGO COUNTY HIDTA TASK FORCE** and the **McALLEN INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT** are located in close proximity and have law enforcement, crime prevention and close government ties; and

WHEREAS, the **HIDALGO COUNTY HIDTA TASK FORCE** and the **McALLEN INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT** have heretofore entered into an agreement providing for the exchange of governmental services relating to the **HIDALGO COUNTY HIDTA TASK FORCE** and

WHEREAS, the **McALLEN INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT** has and will continue to assist the **HIDALGO COUNTY HIDTA TASK FORCE** during law-enforcement operations.

THEREFORE, the parties hereto agree as follows:

1. The **McALLEN INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT** will provide K9 narcotic detecting services when and if possible during law-enforcement operations conducted by the Hidalgo County HIDTA Task Force whenever canine services are required.

This agreement becomes effective on the Date it is signed by both parties. It remains in effect unless terminated, by either party. This agreement can be terminated upon thirty (30) days written notice.

COUNTY OF HIDALGO

By: _____ _____
Juan D. Salinas III, County Judge Date

By: _____ _____
Rene Guerra, District Attorney Date

By: _____ _____
Dora L. Munoz, HIDTA Task Force Commander Date

McALLEN INDEPENDENT SCHOOL DISTRICT

By: _____ _____
Cris Esquivel, McISD Police Chief Date

By: _____ _____
Yolanda Chapa, Superintendent Date

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

By :_____ Date: _____

AI-12896 **9.A.**

Auto Allowance

CC REGULAR

Date:	12/23/2008
Submitted By:	Hilda Bazan, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

1. Discussion, consideration and approval to increase auto allowance to $3,600.00 for one (1) permanent full-time Compliance Division Manager, slot no. 250-001-003,employee no. 86282, effective next full pay period beginning on January 05, 2009.
2. Approval of revised salary schedule.

BACKGROUND

See Attachment

Fiscal Impact

FISCAL YEAR:

ACCT. #: Urban County funds

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

CDBG funds will be used.

Attachments

Link: Salary Schedule- Auto Allowance

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/17/2008 11:25 AM	APRV
2	Veronica Lopez	Veronica Lopez	12/18/2008 03:43 PM	APRV
3	Auditor's Office	Linda Fong	12/18/2008 05:50 PM	APRV
4	Purchasing Department	Marty Salazar	12/19/2008 10:44 AM	APRV

Form Started By: Hilda Bazan — Started On: 12/17/2008 10:25 AM

Final Approval Date: 12/19/2008

HIDALGO COUNTY
URBAN COUNTY PROGRAM
2009 SALARY SCHEDULE

1288-463-00-250-001-6

URBAN COUNTY - CDBG

SLOT #	OBJ #	POSITION TITLE	2008 BUDGETED BASE SALARY	2009 ADJUSTED AMOUNT	2009 ADJUSTED BASE SALARY	COLA %	COLA INCREASE	OTHER INCREASE	2009 APPROVED BUDGETED SALARY	ACTUAL SALARY	OTHER ALLOWANCES					ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpret 116	Supplem 117	Auto A 118	Clothing 119	
0001	112	Director	101,427.00	0.00	101,427.00	5.00%	5,071.35	0.00	106,498.35	0.00	360.00	0.00	0.00	8,000.00	0.00	8,360.00
0002	113	Comp. Div. Mngr.	45,831.00	0.00	45,831.00	5.00%	2,291.55	0.00	48,122.55	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0003	113	Comp. Div. Mngr.	57,639.00	0.00	57,639.00	5.00%	2,881.95	0.00	60,520.95	0.00	540.00	0.00	0.00	3,600.00	0.00	4,140.00
0004	113	Deputy Director	53,766.00	0.00	53,766.00	5.00%	2,688.30	0.00	56,454.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0005	113	Cont./Proc. Specialist	51,773.00	0.00	51,773.00	5.00%	2,588.65	0.00	54,361.65	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0006	113	Monitor	45,952.00	0.00	45,952.00	5.00%	2,297.60	0.00	48,249.60	0.00	900.00	0.00	0.00	0.00	0.00	900.00
0007	113	Compliance Monitor	45,952.00	0.00	45,952.00	5.00%	2,297.60	0.00	48,249.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0008	113	Sr. Accountant	53,509.00	0.00	53,509.00	5.00%	2,675.45	0.00	56,184.45	0.00	540.00	0.00	0.00	0.00	0.00	540.00
0009	113	CDBG Coordinator	41,659.00	0.00	41,659.00	5.00%	2,082.95	0.00	43,741.95	0.00	780.00	0.00	0.00	0.00	0.00	780.00
0010	113	CDDB Coordinator	41,659.00	0.00	41,659.00	5.00%	2,082.95	0.00	43,741.95	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0011	113	CDBG Coordinator	41,659.00	0.00	41,659.00	5.00%	2,082.95	0.00	43,741.95	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0012	113	Monitor	41,389.00	0.00	41,389.00	5.00%	2,069.45	0.00	43,458.45	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0013	113	Monitor	39,386.00	0.00	39,386.00	5.00%	1,969.30	0.00	41,355.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0014	113	CDBG Coordinator	39,263.00	0.00	39,263.00	5.00%	1,963.15	0.00	41,226.15	0.00	360.00	0.00	0.00	0.00	0.00	360.00
0015	113	H.R. Coordinator	43,398.00	0.00	43,398.00	5.00%	2,169.90	0.00	45,567.90	0.00	1,320.00	0.00	0.00	0.00	0.00	1,320.00
0016	113	Jr. Accountant	40,416.00	0.00	40,416.00	5.00%	2,020.80	0.00	42,436.80	0.00	600.00	0.00	0.00	0.00	0.00	600.00
0018	113	Executive Assistant	32,784.00	0.00	32,784.00	5.00%	1,639.20	0.00	34,423.20	0.00	660.00	0.00	0.00	0.00	0.00	660.00
0020	113	Clerk/Receptionist	24,894.00	0.00	24,894.00	5.00%	1,244.70	755.30	26,894.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0021	114	Custodian	10,028.00	0.00	10,028.00	5.00%	501.40	1,498.60	12,028.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		TOTAL	**852,384.00**	**0.00**	**852,384.00**		**42,619.20**	**2,253.90**	**897,257.10**	**0.00**	**6,060.00**	**0.00**	**0.00**	**11,600.00**	**0.00**	**17,660.00**

AI-12877 **9.B.**

Engineering contract - H.Rehab

CC REGULAR

Date:	12/23/2008
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The Urban County Program is requesting approval of the final negotiated Professional Engineering Services contract with Millennium Engineers Group, Inc. in the amount of $2,950.00 utilizing Year 20 (2007) Urban County Program Owner-Occupied Housing Rehabilitation Program for Hidalgo County Precinct 4, as previously authorized for negotiations by Commissioners' Court on 12-16-08.

BACKGROUND

Urban County Program – HOME Division has negotiated a Professional Engineering Service contract with Millennium Engineers Group, Inc., in the amount of $2,950.00 for Urban County Program Year 20 (2007) Owner-Occupied Housing Rehabilitation project. See attached scope of services.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** Urban County funds

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

BUDGETARY IMPACT:

Urban County Program will utilize Year 20 (2007) Urban County Program Owner-Occupied Housing Rehabilitation funds for this project.

Attachments

Link: eng. svc contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/17/2008 07:46 AM	APRV
2	Veronica Lopez	Veronica Lopez	12/18/2008 09:33 AM	APRV
3	Auditor's Office		12/19/2008 05:13 PM	NEW

Form Started By: Estella Webber Started On: 12/16/2008 03:30 PM

Final Approval Date: 12/19/2008

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Proposal

Date	Proposal No.
12/16/2008	08-266

Name / Address
Monica Leal Urban County Programs 1916 Tesoro Pharr, Texas 78577

Project
10731 Hernandez Drive - Grading Plan

Description	Qty	Cost	Total
Professional Engineering Services for Site Grading and Handicap Access Plan at 10731 Hernandez Drive, San Carlos, Texas	1	2,950.00	2,950.00

Helping to Build the Rio Grande Valley

Total $2,950.00

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

6007-37-6485-5225 P6043

Part I - Professional Services Agreement

This Agreement, entered into this **23rd** day of **December, 2008** by and between **Hidalgo County Urban County Program** and **Millenium Engineers Group, Inc. Edinburg, TX**, duly authorized Engineer, herein acting by **Raul Palma, P.E.** (hereinafter called the "Engineer").

WITNESSETH THAT:

WHEREAS, Hidalgo County has received HOME funds from the U.S. Dept. of Housing and Urban Development to be used by Urban County Participants. It is understood and agreed that the Hidalgo County - Urban County Program obligation under this Agreement is contingent upon the actual receipt of adequate federal funds to meet the liabilities under this Agreement; and

WHEREAS, the Hidalgo County - Urban County Program is interested in obtaining Engineering Services; and

WHEREAS, the Engineer, duly licensed and registered to practice engineering in the State of Texas, has the professional abilities to undertake the study, evaluation, analysis and engineering recommendations in a manner which shall provide the necessary public service while preserving and enhancing to the greatest degree possible the natural and proposed environment in the PROJECT area; and

WHEREAS, the Hidalgo County - Urban County Program desires to engage the Engineer to render certain services in connection therewith;

NOW, THEREFORE, the participants do mutually agree as follows:

SECTION I
EMPLOYMENT OF THE ENGINEER

The Hidalgo County - Urban County Program agrees to employ the Engineer to furnish and provide the engineering services as stated in the following sections and upon receipt of such satisfactory services, the Hidalgo County - Urban County Program agrees to pay the Engineer as stated in the sections to follow.

SECTION II
BASIC SERVICES OF THE ENGINEER

The Engineer shall perform the following Basic Services in connection with the proposed **plans for the handicap ramp access and site grading for the proposed fill.**
Account(s) **6007-37-6485-5225 P6043**. *(See Exhibit A)*

2.1 Preliminary Phase

a. Attend preliminary conferences with the Hidalgo County - Urban County Program and, if requested, with the funding agency and other government agencies or interested parties regarding the project.

b. As may be required, comply and receive the Hidalgo County - Urban County Program approval on all work.

c. Prepare preliminary engineering plans on the Project in sufficient detail to indicate clearly the problems involved and solutions recommended with the cost estimates.

d. Obtain the Hidalgo County - Urban County Program's approval of the work of this Preliminary Phase before proceeding with the next phase.

2.2 Design Phase

a. Attend the respective Hidalgo County - Urban County Program meetings as requested for the purpose of explaining completed design work activities.

b. Advise the Hidalgo County - Urban County Program of any soil investigations or tests which, in the opinion of the Engineer, may be required for the proper execution of the Project.

c. Provide all field information and surveys required for the design of the Project.

d. Plot field data and other survey information for the design of the Project.

e. Prepare detailed plans specification and contract documents and drawings (reproducible tracings) for construction authorized by the Hidalgo County - Urban County Program.

f. Furnish, if requested, the engineering data necessary for the Hidalgo County - Urban County Program to obtain permits required by local, state, and federal authorities.

2.3 Construction Phase

The Construction Phase will commence with the execution of the prime construction contract(s). The Hidalgo County - Urban County Program will issue a ten (10) day commence work notice which will signal the commencement of work under any construction contracts and will terminate upon the Hidalgo County - Urban County Program's approval of the Engineer's written approval of final payment to the Contractor(s). During the Construction Phase, the Engineer will:

a. Make periodic visits to the site as required pursuant to the standards of Professional Engineers on projects of this nature, provide project construction supervision, to observe the progress and quality of the executed work and to determine if the work is proceeding in accordance with the contract documents.

b. Consult and advise with the Hidalgo County - Urban County Program and issue all instructions and Change Orders to the Contractor requested by the Hidalgo County - Urban County Program.

c. Review and provide a recommendation concerning samples, catalog data, schedules, shop drawings, laboratory, shape and mill tests of material and equipment and other data which the Contractor is required to submit, in compliance with the Contract Documents.

e. Upon receipt of notification by the Hidalgo County - Urban County Program that the work has been completed, the Engineer shall accompany the Hidalgo County - Urban County Program on the Final Inspection to assure that the total work has been completed in accordance with the Contract Documents.

f. Prior to the Hidalgo County - Urban County Program's dispersal of any retainage of funds, render a written opinion to the Hidalgo County - Urban County Program that the construction has been completed according to the Contract Documents and provide the Hidalgo County - Urban County Program with a certificate of completion and release of liens documents from subcontractors.

h. The Engineer will be responsible for interim and final inspection.

i. Furnish to the Hidalgo County - Urban County Program of **Hidalgo County - Urban County Program** One (1) original and two (2) set of copies of the survey and contract documents.

SECTION III
ADDITIONAL SERVICES OF THE ENGINEER

If authorized in writing by the Hidalgo County - Urban County Program, the Engineer will furnish or obtain from others Additional Services of the following types which are not considered normal or customary basic services; these will be paid for by the Hidalgo County - Urban County Program as indicated in Section VI.

3.1 Services of a Resident Project Representative, and other field personnel as required, for on-the-site observations of construction, other than periodic visits covered in Section 2.3a herein.

3.2 Detailed mill, shop and/or laboratory inspection of materials or equipment.

3.3 Major revision of Contract drawings as distinguished from modifications due to change orders, modifications to reduce the cost of the project or modifications requested to meet federal, state, or local regulations.

SECTION IV
REIMBURSABLE EXPENSES

4.1 Travel and subsistence required for the Engineer and authorized by the Hidalgo County - Urban County Program to points other than within the County and Project site.

4.2 Additional copies of reports and specifications over six (6) copies and additional prints of drawings over six (6) copies.

4.3 Reimbursable expenses as provided in Section IV herein shall be paid to the Engineer on the basis of 1.1 times the Engineers actual cost.

SECTION V
THE HIDALGO COUNTY - URBAN COUNTY PROGRAM'S RESPONSIBILITIES

The Hidalgo County - Urban County Program will:

5.1 Provide full information as to requirements for the Project.

5.2 Assist the Engineer by providing all available information pertinent to the Project including reports and any other data relative to design and construction of the Project.

5.3 Furnish the Engineer services or data as required such as appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, zoning, and deed restrictions; all of which the Engineer may rely upon in performing his services under this agreement.

5.4 Guarantee access to and make all provisions for the Engineer to enter upon public and private property as required for the Engineer to perform his services under this Agreement.

5.5 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Engineer.

5.6 Pay for all costs incident to advertising and obtaining bids or proposals from Contractors.

5.7 Provide such legal and accounting services required to discharge the Hidalgo County - Urban County Program's responsibility under the terms of this Agreement and any Agreement with any governmental agency as may be required for the project, and such auditing services as the Hidalgo County - Urban County Program may require to ascertain how or for what the purpose any Contractor has used the monies paid to him under the construction contract.

5.8 Give prompt written notice to the Engineer whenever the Hidalgo County - Urban County Program observes or otherwise becomes aware of any defect in the Project.

SECTION VI
PAYMENTS TO THE ENGINEER

The Hidalgo County - Urban County Program agrees to pay the Engineer for completed services as identified by the Hidalgo County - Urban County Program:

6.1 The Engineer shall be paid a total fixed amount of **$ 2,950.00** for services rendered under this contract. Payment shall be based on request for reimbursements with documentation requested by the Hidalgo County - Urban County Program. The Engineer's fee shall be due and payable as outlined in Sections 6.2, 6.3, and 6.4 as follows.

6.2 At Engineer's completion and Hidalgo County - Urban County Program's approval of the Engineer's services under the Preliminary Phase, Section II of this Agreement, Hidalgo County - Urban County Program shall pay a maximum of 15% of the sum set forth in Section 6.1 above.

6.3.1 At Engineer's completion and Hidalgo County - Urban County Program approval of the Engineer's services under the Design Phase, Section II of this Agreement, Hidalgo County - Urban County Program shall pay a maximum of 60% of the sum set forth in Section 6.1 above.

6.4 At Engineer's completion and Hidalgo County - Urban County Program approval of the Engineer's services under the Construction Phase, Section II of this Agreement, Hidalgo County - Urban County Program shall pay a maximum of 25% of the sum set forth in Section 6.1 above. Such sum to be paid periodically proportionately to the percentage of construction completed by the Contractor as determined by Engineer's reports.

6.5 For Additional Services as provided in Section III herein the Engineer shall be paid a sum of 1.1 times the Engineer's actual cost for such services.

SECTION VII
OWNERSHIP OF DOCUMENTS

Original documents, plans, designs and survey notes developed in connection with services performed hereunder belong to, and remain the property of the Hidalgo County - Urban County Program, in consideration of which it is mutually agreed that the Hidalgo County - Urban County Program will use them solely in connection with the Project and as base material for possible future projects.

SECTION VIII
TERMINATION

The Hidalgo County - Urban County Program may terminate this Agreement at any time by a 30-day notice in writing to the Engineer. Upon receipt of such notice, the Engineer shall, unless the notice directs otherwise immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practical after receipt of notice of termination, the Engineer shall submit a statement showing in detail the actual services that were performed under this Agreement to date of termination, the date such services were performed and the length of time spent by each person or Hidalgo County - Urban County Program engaged in performing such services on each day,

The Hidalgo County - Urban County Program shall pay the Engineer a sum of money equal to the reasonable value of the service rendered by the Engineer to the Hidalgo County - Urban County Program in connection with the services performed under this Contract, less payments previously made by the Hidalgo County - Urban County Program to Engineer on work performed and expenses incurred by Engineer under the provisions of this Contract. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the Hidalgo County - Urban County Program when and if this Agreement is terminated, but subject to the restrictions as to their use, as set forth above.

Notwithstanding the above, the Engineer shall not be relieved of liability to the Hidalgo County - Urban County Program for damages sustained by the Hidalgo County - Urban County Program arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations
created under this Agreement.

SECTION IX
COUNTY AND CITY OFFICIALS

Engineer agrees that no County or City official or Hidalgo County - Urban County Program employee shall be personally liable for any of the obligation created under this Agreement, or for any matter which may arise out of the Project, or any activities related thereto and hereby holds the Hidalgo County - Urban County Program, its political bodies and its employees harmless from and indemnifies them from any liability from any matter arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations created under this Agreement.

SECTION X
SUCCESSORS AND ASSIGNS

Hidalgo County - Urban County Program and Engineer each binds themselves, their partners, successors, executors, administrators, and assigns to the other Hidalgo County - Urban County Program of Agreement in respect to all covenants of this Agreement. Neither the Hidalgo County - Urban County Program nor Engineer shall assign, sublet, or transfer interest in this Agreement without the written consent of the other.

SECTION XI
TIME OF PERFORMANCE

The Engineer contracts and agrees to commence work within ten (10) days from the date of written authorization to proceed and will complete the preparation of the preliminary phase and estimates by 90 days and will proceed upon authorization with final drawings, specifications, and contracts documents and complete same within the earliest practical time from such notice to proceed.

SECTION XII
VENUE

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Contract shall lie exclusively in Hidalgo County, Texas.

SECTION XIII
CHANGES

The Hidalgo County - Urban County Program may, from time to time, request changes in the Scope of Services of the Engineer as may be mutually agreed to be performed hereunder. Such changes, including any increase or decrease in the amount of the Engineer's compensation, which are mutually agreed upon by and between the Hidalgo County - Urban County Program and the Engineer shall be incorporated in written amendments to the Contract.

SECTION XIV
COMPLIANCE WITH LOCAL LAWS

The Engineer shall comply with all applicable laws, ordinances, and codes of the State and local governments, and the Engineer shall save the Hidalgo County - Urban County Program harmless with respect to any damages arising

from any Engineer negligence done in performing any of the work embraced by this Contract.

SECTION XV
ASSIGNABILITY

The Engineer shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Hidalgo County - Urban County Program thereof; provided however, that claims for money due or to become due to the Engineer from the Hidalgo County - Urban County Program under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Hidalgo County - Urban County Program.

SECTION XVI
GENERAL

16.1 Audit. The Hidalgo County - Urban County Program and/or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Engineer which are directly pertinent to this project for the purpose of making the audit, examination, excerpts, and transcriptions.

16.2 The Engineer agrees to compliance with the following Executive orders, Titles and Program Regulations, including any additional requirements that may be set forth by the Hidalgo County - Urban County Program.

a. Title VI of the Civil Rights Act - requires that no one may be denied access to benefits from projects which receive federal assistance.

b. Section 109 of the Housing and Community Development Act of 1974 - Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.

c. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.

d. The Engineer shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, 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 Engineer pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Engineer. Engineer agrees to maintain such records in an accessible location for a period of three (3) years.

e. Executive Order 11246 (paragraph a-c for contracts under $10,000; paragraphs a-g for contracts over $10,000) - Equal Employment Opportunity.

Executive Order 11246. Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such consultants or subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of

compensation and selection for training and apprenticeship.

Equal Employment Opportunity for Activities and Contracts not Subject to Executive Order 11246, as amended. In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Engineer shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following: Employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Engineer shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this paragraph in all of its contracts for program work and will require all of its consultants for such work to incorporate such requirements in all subcontracts for program.

16.3 Interest of Certain Federal Officials: No member of or Delegate to the Congress of the United States and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

16.4 Interest of Members, Officers, or Employees of Public Body, Member of Local Governing Body, or other Public Officials: No member, officer, or employee of the County or City, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure for one year thereafter, shall have any interest, direct or indirect, to be performed in connection with the program assisted under the Agreement. The Engineer shall incorporate or cause to be incorporated in all such interest pursuant to the purpose of this Section.

SECTION XVII
INSURANCE

The Engineer shall obtain and keep in force during the term of its engagement on the Project, the insurance as follows:

17.1 A comprehensive automobile liability policy covering liability exposure to bodily injury and property damages. The Engineer shall furnish Hidalgo County - Urban County Program Certificates of Insurance showing the comprehensive automobile liability insurance policies to be in effect, commencing when Engineers commence operations under this Agreement, in the sum of $300,000 for bodily injury and $100,000 for property damages.

17.2 Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

17.3 A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability Insurance Policy providing additional coverage to all underlying liabilities of County consistent with potential exposure of County under the Texas Tort Claims Act;

17.4 Workers Compensation Insurance in amount established by Texas law, under the bidder is specifically exempted from the Texas Worker's Compensation Act, Texas Labor Code Chapter 401, et. seq.

17.5 All insurance policies must be written by an insurance company or companies acceptable to the Hidalgo County - Urban County Program.

SECTION XVIII
WARRANTY

18.1 Engineer represents and warrants to Owner all services rendered to Owner under this Agreement shall, at a minimum, comply with the Texas Engineering Practices Act (Tex. Civ. St. Ann., Article 3271) and rules of the Texas Board of Professional Engineers.

SECTION XIX
EFFECTIVE DATE

The effective date of this contract shall be **December 23, 2008**. Such date being the date the County Commissioners' Court approved entering into contract with Engineer.

This Agreement is hereby approved this _____ day of _____, 20_____.

Signature: _____
Raul Palma, P.E. (Engineer)

Firm Name: **Millennium Engineer's Group**

Address: **PO Box 4569**
City/ST/ZIP: **Edinburg, TX 78540**

FED ID #/SS #: **74-2996684**

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this the _____ day of_____, 20___, by _____of and on behalf of _____,
(title) (a corporation)(a partnership)(a sole proprietorship).

_____
(seal) Notary - Signature

County of Hidalgo Urban County Program:

_____ _____
Witness Diana R. Serna, UCP Director

Exhibit "A"

(Scope of Services)

This part of the project consists of providing basic engineering services for preparation of plans for the layout of the proposed site grading and proposed handicap access from the street to the front house entrance. Services will include surveying services for boundary and topography surveys. The site is located at 10731 Hernandez Drive in San Carlos, Hidalgo, Texas.

Surveying for utility location, construction staking, acquisitions of easement or rights-of-ways and Geotechnical and Materials Testing if requested from the Engineer, will be considered additional services.

MILLENNIUM ENGINEERS GROUP, INC.

PO BOX 4569 – EDINBURG, TEXAS 78540 – TEL. 956-383-8522 – FAX 956-383-0295

December 16, 2008

Monica Leal
Hidalgo County – Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

Subject: Proposed 10731 Hernandez Drive
Civil Engineering Services
Site Grading and Handicap Access Plan
MEG Proposal No. 08-266

Dear Ms. Leal:

Millennium Engineers Group, Inc. (MEG) is pleased to submit this proposal for the subject project to Ms. Monica Leal (CLIENT) to offer our services in the following area(s):

- Civil Engineering Services

This master contract is general in nature and will cover the services requested by the CLIENT for the subject project. This agreement will remain in effect for the duration of the subject project.

The cost of services provided for the CLIENT's project is estimated on the information provided by Ms. Monica Leal via a telephone conversation. It is our understanding that the project site is located at 10731 Hernandez Drive in San Carlos, Hidalgo County, Texas. This part of the project consists of providing basic engineering services for preparation of plans for the layout of the proposed site grading and proposed handicap access from the street to the front house entrance. Services will include surveying services for boundary and topography surveys. The cost of services in this proposal for the project is based on developing the foundation design and total cost is for $2,950.00. Our firm will invoice approximately 50% at the completion of our field operations and the remainder at the submission of our plans for construction.

Please provide any preliminary layouts, utility plans and other information pertinent to this project(dwg. format recommended). You may send electronic files to **meg@megengineers.com**. If you have any questions, please contact us at our office.

Upon your authorization we will begin immediately on the services you have requested.

ACCEPTANCE

We appreciate the opportunity to submit this agreement and look forward to working with you on this project. Our professional services will be carried out in accordance with the scope of work that has been outlined.

Please return one signed copy of this master contract that provides written authorization for our firm to complete work on the services outlined herein. Our invoices are due and payable upon receipt at P.O. Box 4569, Edinburg, Texas 78540-4569.

Sincerely yours,

MILLENNIUM ENGINEERS GROUP, INC.

Raul Palma, P.E.
President

CLIENT:

Hidalgo County
Urban County Programs

Authorized Representative

Date

ENGINEER:

Millennium Engineers Group, Inc.

Raul Palma, P.E.
President

12/16/08
Date

Attachments: MEG Proposal No. 08-266

AI-12876 **9.C.**

Change order - City of Alamo Fire Station

CC REGULAR

Date:	12/23/2008
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The Urban County Program requests approval of Change Order No.2 on construction contract with Joe Williamson Construction Company, Inc. to increase contract in the amount of $79,873.10, utilizing City of Alamo general funds.

BACKGROUND

The Urban County Program requests approval of Change Order No. 2 which was presented by the City of Alamo to the existing contract in the amount of $814,546.00 for the construction of a new fire station. Hidalgo County Commissioner's Court approved change order No. 1 on December 16, 2008. The City of Alamo has requested additional work to be performed by the contractor to equal an increase of $79,873.10 for the purchase and installation of a 150kw emergency power generator for the new fire station.

Approved Contract Amount:	$ 814,546.00
Change Order No. 2 (Increase)	$ 79,873.10 (City of Alamo Funds)

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** N/A

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

BUDGETARY IMPACT:

The Change Order is for the purchase/installation of a 150kw emergency power generator for the new fire station and will be paid with **non-CDBG funds.**

Attachments

Link: change order - Fire station

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/17/2008 07:46 AM	APRV
2	Veronica Lopez	Veronica Lopez	12/18/2008 09:58 AM	APRV
3	Auditor's Office	Angela Garcia	12/19/2008 05:13 PM	APRV

Form Started By: Estella Webber

Started On: 12/16/2008 03:21 PM

Final Approval Date: 12/19/2008

Rudy Villarreal
Mayor

Diana Martinez
Mayor Pro-Tem

Jesus "Jesse" Vela, Jr.
Commissioner

Victor Perez
Commissioner

Roel Landa, Jr.
Commissioner

Luciano Ozuna, Jr.
City Manager

ALAMO
REFUGE TO THE VALLEY

December 12, 2008

Mrs. Lupita V. Garcia, C.D. Coordinator
Urban County Program
1916 Tesoro Blvd.
Pharr Texas 78577

Re: PFI-Fire Station Project

Dear Lupita:

At a Regular Meeting of December 2, 2008, the Board of Commissioners voted to approve Change Order No.2 in the amount of $79,873.10. This will increase an existing contract with Williamson Construction from $814,546.00 to a new total of $894,419.10. The Change Order is for the purchase/installation of a 150kw emergency power generator for the new fire station and will be paid with non-CDBG funds.

I ask that this be placed on the next County Commissioners Court agenda for appropriate action.

If you need additional information or have any questions, please call me at (956) 787-0006 ext.106.

Sincerely,

Jaime S. Sandoval
Community Planning & Development Director

Enclosures

CC: Luciano Ozuna, Jr., City Manager
Enrique Guzman, Finance Director
File

DEC 15

420 N. Tower Road . Alamo Texas 78516 (956) 787-0006 787-6807 fax
"This institution is an equal opportunity provider, and employer."

HIDALGO COUNTY
URBAN COUNTY PROGRAM

UCP CONTRACT CHANGE ORDER REQUEST

CITY/PCT. City of Alamo 423 N. Tower Rd. Alamo, TX 78516 (Address)	DATE: December 3, 2008 CHANGE ORDER NO. 2
CONTRACTOR/FIRM (Name & Address) Joe Williamson Construction Co., Inc. P.O. Box 4352 McAllen, TX 78502 Phone #: 781-9781	PROJECT/NAME/ACCT. NO. Fire Station 5006-50-0315-5000-0500GVG

You are hereby requested to comply with the following changes from the contract plans and specifications:

Provide / install 150 KW emergency generator as per attached plans and Contractor's Cost Proposal.

	Final Quantitative Adjustments		Quantitative Deletion
	Unit Prices		Time Extension
X	Quantitative Addition		Other

REASON: As requested by Owner

Contract price prior to change order . . . . . $ 814,546.00

Net Increase of this Change Order . . . . . $ 79,873.10

Contract Price with Change Order . . . . . $ 894,419.10

Increase/Decrease in time - 0 - days.

DEC 15

UCP-25 ***REVISED: 05/22/00***

HIDALGO COUNTY
URBAN COUNTY PROGRAM

UCP CONTRACT CHANGE ORDER REQUEST

12/11/08
CITY/PCT. OFFICIAL DATE

12/5/08
CONTRACTOR DATE

12-3-08
PROJECT ARCHITECT DATE

(FOR URBAN COUNTY PROGRAM USE ONLY)

- ☐ Scope Increase
- ☐ Scope Decrease
- ☐ L/M Beneficiary Change/Impact
- ☐ Environmental Impact
- ☐ Quantitative Addition/Deletion
- ☐ Final Quantitative Adjustment
- ☐ Other

☐ Approved ☐ Disapproved

Title:_____.

Signature:_____ Date: _____.

PROPOSED 150 KW EMERGENCY DIESEL GENERATOR
FOR THE
ALAMO FIRE STATION

Submitted by:

Joe Williamson Construction Co., Inc.
General Contractor

December, 2008

Contents:

Contractor's Cost Proposal
Generator Data sheets
Engineering Drawings
Architectural Drawings

Change Order Request

Detailed, Grouped by Each Number

2279-Alamo Fire Station
415 N. Tower Rd
Alamo, Texas 78516

Project # 2279
Tel: (956) 781-9781 Fax: (956) 787-2113

Joe Williamson Construction

Change Order Request: 008-2279-Revised **Date: 12/1/2008**

To: Ed Alcocer
Alcocer Garcia Associates Design Consulting
1335 E. Jasmine Ave
McAllen, Texas 78501

From: Alrika Stevens
Joe Williamson Construction
P.O. Box 4352
McAllen, TX 78502

Description	Category	Status
Generator		Pending

Reference	Required By	Days Req	Amt Req
	12/8/2008	15	79,873.10

Notes

PCO No	Date	Reference	Amt Prop	Days Req	Category	Reason
009-R	12/1/2008		79,873.10	0	Change Order	Direct Costs

Description

Generator Change Order

Notes

A. Concrete work $3,271.00
1. Rebar $698
2. Concrete $750
3. Labor $1,450
4. Steel plate $373

B.Interior Finishes $75.00
1. Ceilings $600
2. Credit hang door & Hdw ($50)
3. Credit HM, Wd Dr & Hdw ($596)
4. Light fixture $50
5. VCT $71

C. Electrical $72,954.00
1. Engineering $3,500
2. Relocate conduit $1,700
3. Materials $2,709
4. Equipment $920
5. Labor $7,500
6. Generator $56,625.00

D. Contractor's Fee $8,077.10

Approved By:

Signature _____ _____

Name _____ **Date** _____

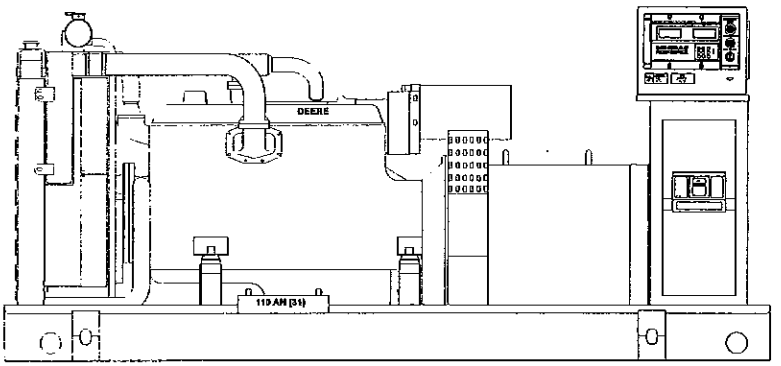
DEC 15

SD135
SD150

Liquid Cooled Diesel Engine Generator Sets

Standby Power Rating
135KW 60Hz
150KW 60 Hz

Prime Power Rating
120KW 60 Hz
135KW 60 Hz



Power Matched
GENERAC 6.8 DTA ENGINE
Turbo-Charged, Aftercooled
EPA Tier III Compliant

FEATURES

- **INNOVATIVE DESIGN & PROTOTYPE TESTING** are key components of GENERAC'S success in "IMPROVING POWER BY DESIGN." But it doesn't stop there. Total commitment to component testing, reliability testing, environmental testing, destruction and life testing, plus testing to applicable CSA, NEMA, EGSA, and other standards, allows you to choose GENERAC POWER SYSTEMS with the confidence that these systems will provide superior performance.

- TEST CRITERIA:
  - ✓ PROTOTYPE TESTED
  - ✓ SYSTEM TORSIONAL TESTED
  - ✓ ELECTRO-MAGNETIC INTERFERENCE
  - ✓ NEMA MG1 EVALUATION
  - ✓ MOTOR STARTING ABILITY
  - ✓ SHORT CIRCUIT TESTING
  - ✓ UL 2200 COMPLIANCE AVAILABLE

- **MICROPROCESSOR CONTROLLED VOLTAGE AND FREQUENCY REGULATION.** Digital microprocessor control of engine and generator functions and protective systems integrated into a single controller for unparalleled performance and reliability. LCD display of all engine and generator functions and remote monitoring via GenLink® software.

- **SINGLE SOURCE SERVICE RESPONSE** from Generac's dealer network provides parts and service know-how for the entire unit, from the engine to the smallest electronic component. You are never on your own when you own a GENERAC POWER SYSTEM.

- **ECONOMICAL DIESEL POWER.** Low cost operation due to modern diesel engine technology. Better fuel utilization plus lower cost per gallon provide real savings.

- **LONGER ENGINE LIFE.** Generac heavy-duty diesels provide long and reliable operating life.

- **GENERAC TRANSFER SWITCHES AND ACCESSORIES.** Long life and reliability is synonymous with GENERAC POWER SYSTEMS. One reason for this confidence is that the GENERAC product line includes its own transfer systems, accessories, and controls for total system compatibility.

GENERAC®
POWER SYSTEMS, INC.

APPLICATION & ENGINEERING DATA

GENERATOR SPECIFICATIONS

TYPE ..... Four-pole, revolving field
ROTOR INSULATION ..... Class H
STATOR INSULATION ..... Class H
TOTAL HARMONIC DISTORTION ..... <3.0%
TELEPHONE INFLUENCE FACTOR (TIF) ..... <50
ALTERNATOR ..... Self-ventilated and drip-proof
BEARINGS (PRE-LUBED & SEALED) 2
COUPLING ..... Flexible Disc
LOAD CAPACITY (STANDBY) 100%

NOTE: Emergency loading in compliance with NFPA 99, NFPA 110. Generator rating and performance in accordance with ISO8528-5, BS5514, SAE J1349, ISO3046 and DIN6271 standards.

EXCITATION SYSTEM

PERMANENT MAGNET PILOT EXCITER ..... Eighteen-pole exciter ✓
Magnetically coupled DC current ✓
Mounted outboard of main bearing ✓
REGULATION ..... H100 Controller Digital ✓
3 Phase Sensing, ± 1% regulation ✓

GENERATOR FEATURES

- ❒ Revolving field heavy duty generator
- ❒ Directly connected to the engine
- ❒ Operating temperature rise 120 °C above a 40 °C ambient
- ❒ Insulation is Class H rated at 150 °C rise
- ❒ All prototype models have passed three phase short circuit testing

CONTROL PANEL FEATURES

❒ TWO FOUR LINE LCD DISPLAYS READ:

- Voltage (all phases)
- Power factor
- kVAR
- Engine speed
- Run hours
- Fault history
- Coolant temperature
- Low oil pressure shutdown
- Overvoltage
- Low coolant level
- Not in auto position (flashing light)
- ATS selection
- Current (all phases)
- kW
- Transfer switch status
- Low fuel pressure
- Service reminders
- Oil pressure
- Time and date
- High coolant temperature shutdown
- Overspeed
- Low coolant level
- Exercise speed

❒ INTERNAL FUNCTIONS:

- I²T function for alternator protection from line to neutral and line to line short circuits
- Emergency stop
- Programmable auto crank function
- 2 wire start for any transfer switch
- Communicates with the Generac HTS transfer switch
- Built-in 7 day exerciser
- Adjustable engine speed at exerciser
- RS232 port for GenLink® control
- RS485 port remote communication
- Canbus addressable
- Governor controller and voltage regulator are built into the master control board
- Temperature range -40 °C to 70 °C

ENGINE SPECIFICATIONS

MAKE ..... DEERE
MODEL ..... See Exhaust Emission Sheet
ENGINE FAMILY ..... First digit is Cert. Yr. (i.e. 7, 8, 9) _JDXL06.8104
CYLINDERS ..... 6 in-line
DISPLACEMENT ..... 6.8 Liters (415 cu. in.)
BORE ..... 106 mm (4.19 in.)
STROKE ..... 127 mm (5.0 in.)
COMPRESSION RATIO 17.0:1
INTAKE AIR ..... Turbocharged, Aftercooled
NUMBER OF MAIN BEARINGS 7
CONNECTING RODS ..... 6-Carbon Steel
CYLINDER HEAD ..... Cast Iron with Overhead Valve
PISTONS ..... 6-Heat Resistant Aluminum Alloy
CRANKSHAFT ..... Case Hardened, Die Forged, Carbon Steel

VALVE TRAIN

LIFTER TYPE ..... Solid
INTAKE VALVE MATERIAL ..... Special Heat Resistant Steel
EXHAUST VALVE MATERIAL ..... Special Heat Resistant Steel
HARDENED VALVE SEATS ..... Replaceable
VALVES PER CYLINDER 2

ENGINE GOVERNOR

❒ ELECTRONIC ..... Standard
FREQUENCY REGULATION, NO-LOAD TO FULL LOAD ... Isochronous
STEADY STATE REGULATION ..... ±0.25%

LUBRICATION SYSTEM

TYPE OF OIL PUMP ..... Forced Feed Lubrication w/ Oil Pump
OIL FILTER ..... Full Flow, Cartridge
CRANKCASE CAPACITY ..... 22.7 Liters (6.0 U.S. gallons)

COOLING SYSTEM

TYPE OF SYSTEM ..... Pressurized, closed recovery
WATER PUMP ..... Pre-lubed, Self-Sealing
TYPE OF FAN ..... Pusher
NUMBER OF FAN BLADES 7
DIAMETER OF FAN ..... 650 mm (26.0 in.)
COOLANT HEATER ..... 120V, 1800 W

FUEL SYSTEM

FUEL ..... #2D Fuel (Min Cetane #40)
(Fuel should conform to ASTM Spec.)
FUEL FILTER ..... 10 Micron
FUEL INJECTION PUMP ..... ZEXEL
FUEL PUMP ..... Mechanical
INJECTORS ..... Multi-hole, nozzle type
ENGINE TYPE ..... Direct injection
FUEL LINE (Supply) ..... 9.53 mm (0.375 in.)
FUEL RETURN LINE ..... 9.53 mm (0.375 in.)

ELECTRICAL SYSTEM

BATTERY CHARGE ALTERNATOR ..... 45 Amps at 24 V
STARTER MOTOR ..... 24 V
RECOMMENDED BATTERY 2-12V, 31
GROUND POLARITY ..... Negative

Rating definitions - Standby: Applicable for supplying emergency power for the duration of the utility power outage. No overload capability is available for this rating. (All ratings in accordance with BS5514, ISO3046 and DIN6271). Prime (Unlimited Running Time): Applicable for supplying electric power in lieu of commercially purchased power. Prime power is the maximum power available at variable load. A 10% overload capacity is available for 1 hour in 12 hours. (All ratings in accordance with BS5514, ISO3046, ISO8528 and DIN6271).

GENERAC®
POWER SYSTEMS, INC.

SD135/SD150

OPERATING DATA

	STANDBY				PRIME			
	SD135		SD150		SD135		SD150	
GENERATOR OUTPUT VOLTAGE/KW-60Hz	kW	Rated AMP	kW	Rated AMP	kW	Rated AMP	kW	Rated AMP
120/240V, 1-phase, 1.0 pf (NOTE: Consult your Generac dealer for additional voltages.)	135	563	150	625	120	500	135	563
120/208V, 3-phase, 0.8 pf	135	468	150	520	120	416	135	468
120/240V, 3-phase, 0.8 pf	135	406	150	451	120	361	135	406
277/480V, 3-phase, 0.8 pf	135	203	150	226	120	180	135	203
600V, 3-phase, 0.8 pf	135	162	150	180	120	144	135	162
MOTOR STARTING								
Maximum KVA with 35% instantaneous voltage dip	208/240V	400/480V	208/240V	400/480V	208/240V	400/480V	208/240V	400/480V
with standard alternator; 60 Hz	371	464	371	464	371	464	371	464
with optional alternator; 60 Hz	522	653	522	653	522	653	522	653
FUEL								
Fuel consumption—60 Hz Load	25%	50%	75%	100%	25%	50%	75%	100%	25%	50%	75%	100%	25%	50%	75%	100%
kW @ %	33.75	67.5	101.25	135	37.5	75	112.5	150	27	54	81	108	30	60	90	120
gal./hr.	2.87	5.45	7.95	9.89	3.11	5.89	8.60	10.83	2.29	4.36	6.36	7.91	2.48	4.71	6.88	8.66
Liters/Hr.	10.85	20.61	30.11	37.43	11.75	22.30	32.55	40.99	8.68	16.49	24.09	29.94	9.40	17.84	26.04	32.79
COOLING								
Coolant capacity System - lit. (US gal.)	42.4 (11.2)		42.4 (11.2)		42.4 (11.2)		42.4 (11.2)	
Engine - lit. (US gal.)	13.0 (3.4)		13.0 (3.4)		13.0 (3.4)		13.0 (3.4)	
Radiator - lit. (US gal.)	29.4 (7.8)		29.4 (7.8)		29.4 (7.8)		29.4 (7.8)	
Coolant flow/min. 60 Hz - lit. (US gal.)	265 (70)		265 (70)		265 (70)		265 (70)	
Heat rejection to coolant BTU/hr.	263,000		293,000		211,200		234,000	
Inlet air 60 Hz - m^3/min. (cfm)	259 (9,128)		259 (9,128)		259 (9,128)		259 (9,128)	
Max. operating air temp onto radiator *see note °C (°F)	60 (140)		60 (140)		60 (140)		60 (140)	
Max. operating ambient temp *see note °C (°F)	50 (122)		50 (122)		50 (122)		50 (122)	
Max. external pressure drop on rad in. H_2O	0.5		0.5		0.5		0.5	
COMBUSTION AIR REQUIREMENTS								
Flow at rated power 60 Hz - m^3/min. (cfm)	12.5 (442.0)		14.5 (512.3)		10.0 (353.6)		11.7 (414.8)	
EXHAUST								
Exhaust flow at rated output 60 Hz - m^3/min. (cfm)	36.8 (1301)		42.7 (1508)		28.6 (1009)		33.5 (1184)	
Max recommended back pressure Kpa (Hg)	5.1 (1.5)		5.1 (1.5)		5.1 (1.5)		5.1 (1.5)	
Exhaust temp at rated output °C (°F)	460 (860)		476 (890)		435 (815)		446 (835)	
Exhaust outlet size mm (in)	127 (5.0)		127 (5.0)		127 (5.0)		127 (5.0)	
ENGINE								
Rated RPM 60 Hz	1800		1800		1800		1800	
HP (@ rated kW) 60 Hz	208		229		165		183	
Piston speed (mean) 60 Hz - m/sec. (ft./min.)	7.6 (1500)		7.6 (1500)		7.6 (1500)		7.6 (1500)	
BMEP 60 Hz - psi	249		221		177		200	
DERATION FACTORS								
Temperature								
2.4% for every 10°C above - °C	40		40		40		40	
4.1% for every 10°F above - °F	104		104		104		104	
Altitude								
0.8% for every 100 m above - m	1525		1066		1525		1066	
2.6% for every 1000 ft. above - ft.	5000		3500		5000		3500	

* Note: Values given are maximum temperatures to which power adjustments can be applied. Consult your Generac Power Systems representative if operating conditions exceed these maximums.

STANDARD ENGINE & SAFETY FEATURES

SD135/SD150

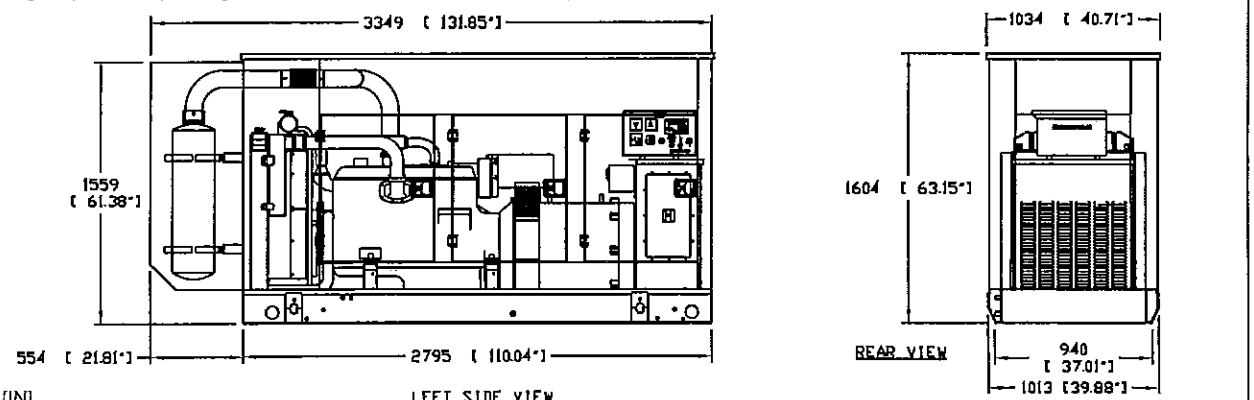
- High Coolant Temperature Automatic Shutdown
- Low Coolant Level Automatic Shutdown
- Low Oil Pressure Automatic Shutdown
- Overspeed Automatic Shutdown (Solid-state)
- Crank Limiter (Solid-state)
- Oil Drain Extension
- Radiator Drain Extension
- Factory-Installed Cool Flow Radiator
- Closed Coolant Recovery System
- UV/Ozone Resistant Hoses
- Rubber-Booted Engine Electrical Connections
- Secondary Fuel Filter
- Fuel Lockoff Solenoid
- Stainless Steel Flexible Exhaust Connection
- Battery Charge Alternator
- Battery Cables
- Battery Tray
- Vibration Isolation of Unit to Mounting Base
- 24 Volt, Solenoid-activated Starter Motor
- Air Cleaner
- Fan Guard
- Control Console
- Coolant Heater
- Isochronous Governor
- Radiator Duct Adapter

OPTIONS

- **OPTIONAL COOLING SYSTEM ACCESSORIES**
  - ○ Coolant Heater 208/240VAC
- **OPTIONAL FUEL ACCESSORIES**
  - ○ Flexible Fuel Lines
  - ○ UL Listed Fuel Tanks
  - ○ Base Tank Fuel Alarms
  - ○ Primary Fuel Filter
- **OPTIONAL EXHAUST ACCESSORIES**
  - ○ Critical Exhaust Silencer (Standard on enclosed gensets)
- **OPTIONAL ELECTRICAL ACCESSORIES**
  - ○ Battery, 12 Volt, 135 A.H., 4D (2 req'd)
  - ○ Battery, 12 Volt, 225 A.H., 8D (2 req'd)
  - ○ 2A Battery Charger
  - ○ 10A Dual Rate Battery Charger
  - ○ Battery Heater
- **OPTIONAL ALTERNATOR ACCESSORIES**
  - ○ Alternator Upsizing
  - ○ Alternator Strip Heater
  - ○ Alternator Tropicalization
  - ○ Voltage Changeover Switch
  - ○ Main Line Circuit Breaker
- **CONTROL CONSOLE OPTIONS**
  - ○ Digital Controller H-100 (Bulletin 0172110SBY)
- **ADDITIONAL OPTIONAL EQUIPMENT**
  - ○ Automatic Transfer Switch
  - ○ 3 Light Remote Annunciator
  - ○ 5 Light Remote Annunciator
  - ○ 20 Light Remote Annunciator
  - ○ Remote Relay Panels
  - ○ Unit Vibration Isolators
  - ○ Oil Make-Up System
  - ○ Oil Heater
  - ○ 5 Year Warranties
  - ○ Export Boxing
  - ○ GenLink® Communications Software
- **OPTIONAL ENCLOSURES**
  - ○ Weather Protective
  - ○ Sound Attenuated
  - ○ Aluminum and Stainless Steel
  - ○ Enclosed Muffler

Distributed by:

Design and specifications subject to change without notice. Dimensions shown are approximate. Contact your Generac dealer for certified drawings. DO NOT USE THESE DIMENSIONS FOR INSTALLATION PURPOSES.



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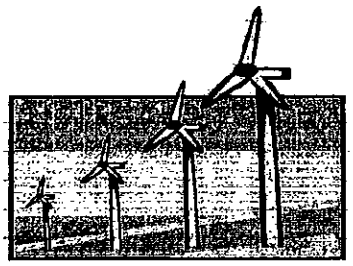
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262/544-4811 • FAX 262/544-4851

Bulletin 0172750SBY / Printed in USA 02.06, rev: 05.08

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FAX → Williamson
cc → AGADC



UNITECH ENGINEERING, INC.

713 E. ESPERANZA SUITE B
McALLEN, TX 78501
(956) 928 – 1403 – VOICE
(956) 928 – 1426 - FAX

Revision 3

TO: AGADC

PROJECT #: 07-218

FROM: Robert De La Cruz, P. E.

PROJECT: Alamo Fire Station

SUBJECT: Change order for decreasing generator size

General: Provide new 150 KW Generator, transfer switch, and other changes illustrated in the following specifications and drawings.

General : Change the following:

1. ***Replace 1000Amp ATS with 600 Amp ATS***
2. ***Reduce feeder from Generator to Panels***
3. ***Reduce Generator size from 250KW to 150KW and breaker from 900Amps to 500Amps***
4. ***Reduce Generator 24hour fuel tank to 12 hour***
5. ***Reduce panel E from 125Amp to 100Amp***

General: Delete the following:

1. ***Delete panel 'EP' and feeder***
2. ***Delete Sound Attenuated Enclosure for the generator***

Drawings:.

Item No.	Sheet Number	Addition/Change or Deletion
1.	E2R3.1	Deletion
2.	E5R4	Change
3.	E6R3.1	Deletion
4.	E6R3.2	Change
5.	E6R3.3	Change

11/17/08

NOTE: Show Credits For Feeder Disconnects & TRANSFORMER FROM ORIGINAL Contract.

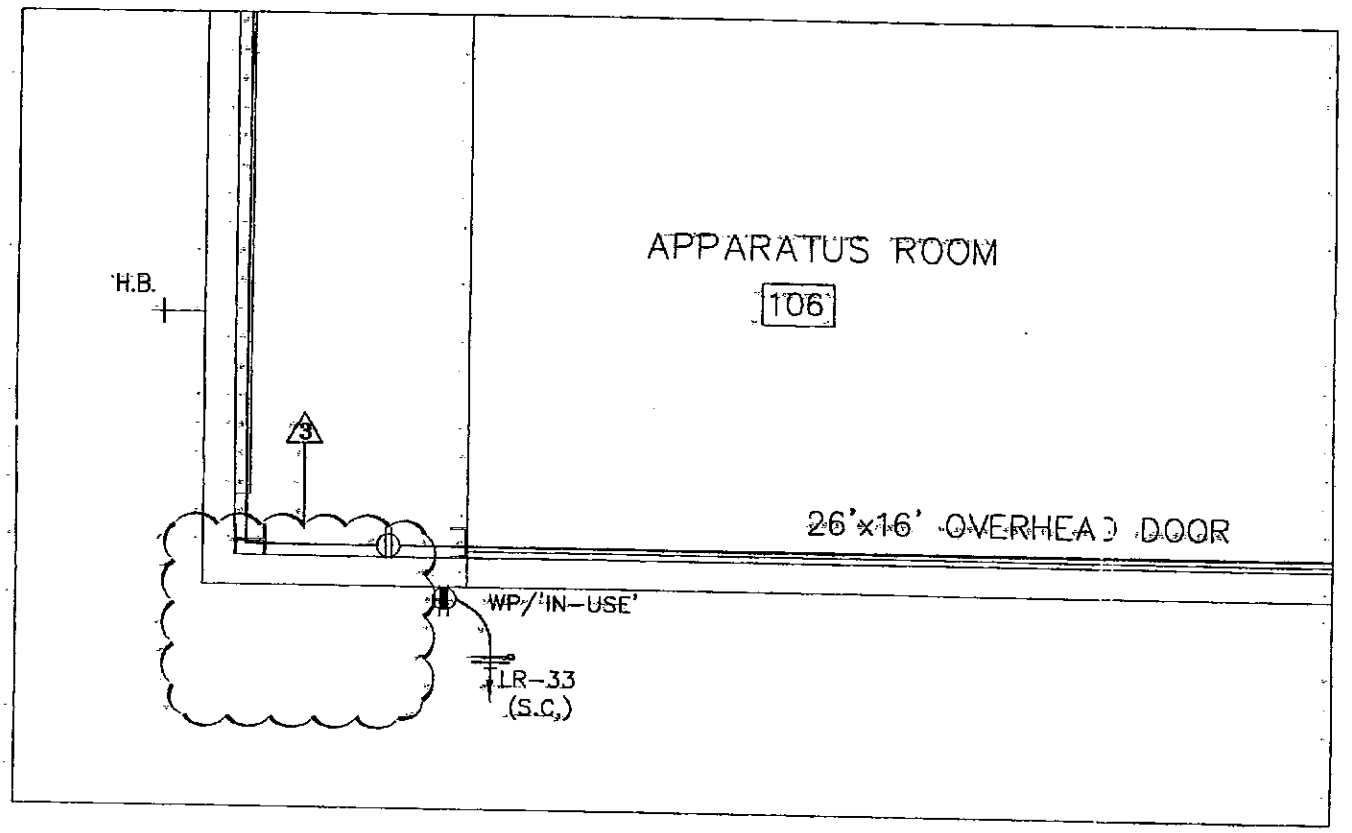
Thanks Robert

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STATE OF TEXAS
ROBERTO DE LA CRUZ
85431
LICENSED
PROFESSIONAL ENGINEER

REVISIONS		
NO.	DATE	SHEET#
1	8/29/08	E2
2	9/24/08	E2
3	11/10/08	E2

DELETION OF PANEL EP



DELETED PANEL EP.

NORTH

PARTIAL FLOOR PLAN

SCALE: 1/4" = 1'-0"

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UNTECH ENGINEERING, INC.
1320 E. MAPLE AVE.
McALLEN TEXAS
(956).630-1663

ALAMO FIRE STATION

CITY OF ALAMO, TEXAS

AGADC
Alcocer Garcia Associates
Design Consulting
1333 E. JASMINE AVE.
McALLEN, TEXAS 78501
TEL. 956.618.3007 FAX 956.618.2008
E-MAIL: AGA@AGADC.COM

REVISIONS		
NO.	DATE	SHEET#
1	8/29/08	E6
2	9/24/08	E6
3	11/10/08	E6

REDUCE SIZE AND FEEDER OF PANEL E.

3

E		AMP	LUGS	MBA	V(LL)		(n)		(n)		V(LN)	MNT	KAIC	FDR	
		100	MLO	1	208		3		24		120	SUR	10	1=RUN 1#8G 1 1/2"C	
LOAD SERVED	CKT #	LOAD KVA	BKR SIZE	POLE	FEEDER SIZE		A	B	C	FEEDER SIZE	POLE	BKR SIZE	LOA KV	CKT #	LOAD SERVED
3 RCPS	1	0.5	20	1	2#12, 1#12G,1/2"C		•			2#12, 1#12G,1/2"C	1	20	0.4	2	1RCPTS
DOOR	3	1.5	20	1	2#12, 1#12G,1/2"C			•		2#12, 1#12G,1/2"C	1	20	1.5	4	EQUIPMENT
DOOR	5	1.5	20	1	2#12, 1#12G,1/2"C				•	2#12, 1#12G,1/2"C	1	20	1.5	6	EQUIPMENT
REFRIG.	7	1.2	20	1	2#12, 1#12G,1/2"C		•			2#12, 1#12G,1/2"C	1	20	0.7	8	LTG
AHU-2	9	5.3	45	3	4#6, 1#10G,1"C			•		2#12, 1#12G,1/2"C	1	20	1.2	10	LTG
"	11	5.3			—				•	2#12, 1#12G,1/2"C	1	20	0.5	12	FIRE ALARM
-	13	5.3			—		•			—				14	SPACE
CU-2	15	1.6	20	3	4#12, 1#12G,1/2"C			•		—				16	SPACE
"	17	1.6			—				•	—				18	SPACE
"	19	1.6			—		•			—				20	SPACE
SPACE	21				—			•		—				22	SPACE
SPACE	23				—				•	—				24	SPACE

			(n)	(n)	(n)		(KV)	
LOADS	—	(KVA)	10	11	11			DESCRIPTIVE LOADS
CONNECTED LOAD	—	27	KVA/PHASE				2	— LIGHTING
RESERVE	25	7					1	— RECEPTACLES
TOTAL LOAD	—	34					0	— COOLING
							1	— HEATING
TOTAL AMPS	—	95					9	— OTHER

NOTES:
1)
2)
3)

REDUCE SIZE AND FEEDER OF PANEL E.

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(956) 631-1463

ALAMO FIRE STATION

CITY OF ALAMO, TEXAS

AGADC
Alcocer Garcia Associates
Design Consulting
1333 E. JASMINE AVE.
McALLEN, TEXAS 78501
TEL. 956.618.2017 FAX 956.618.2008
E-MAIL: INFO@AGADC.COM

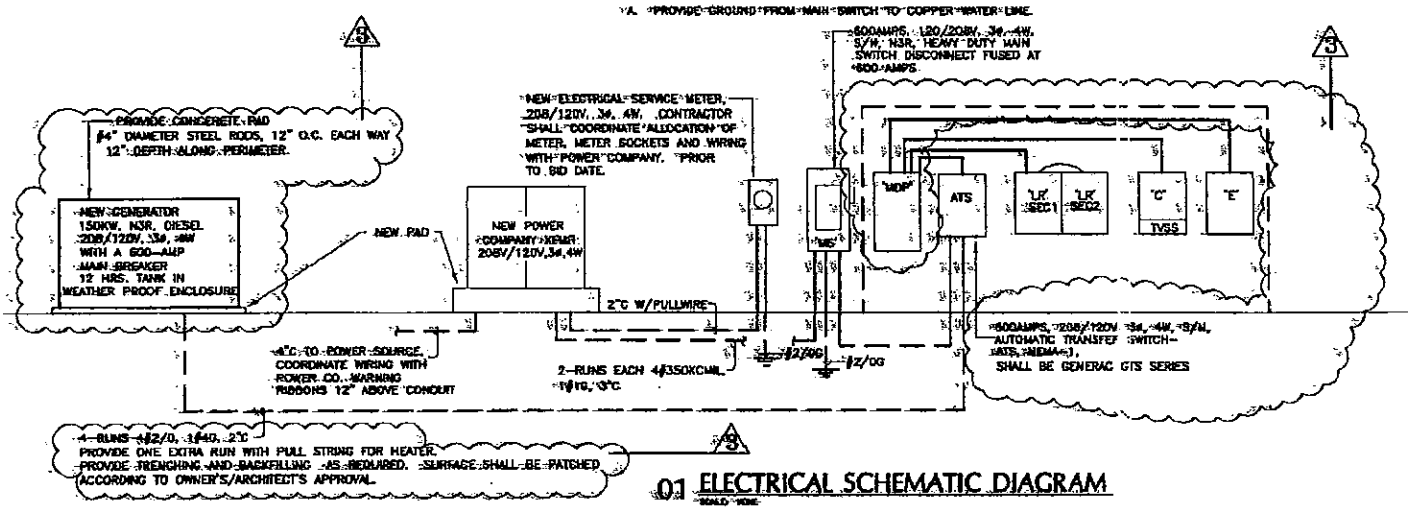
PAGE
E6R3.3

REVISIONS		
NO.	DATE	SHEET#
1	8/29/08	E6
2	9/24/08	E6
3	11/10/08	E6

RISER MODIFICATION

GENERAL NOTE:

A. PROVIDE GROUND FROM MAIN SWITCH TO COPPER WATER LINE.



01 ELECTRICAL SCHEMATIC DIAGRAM

RISER MODIFICATION: DELETE PANEL EP, DECREASE GENERATOR SIZE, FEEDER SIZE, ATS SIZE, AND TANK SIZE.

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ALAMO FIRE STATION

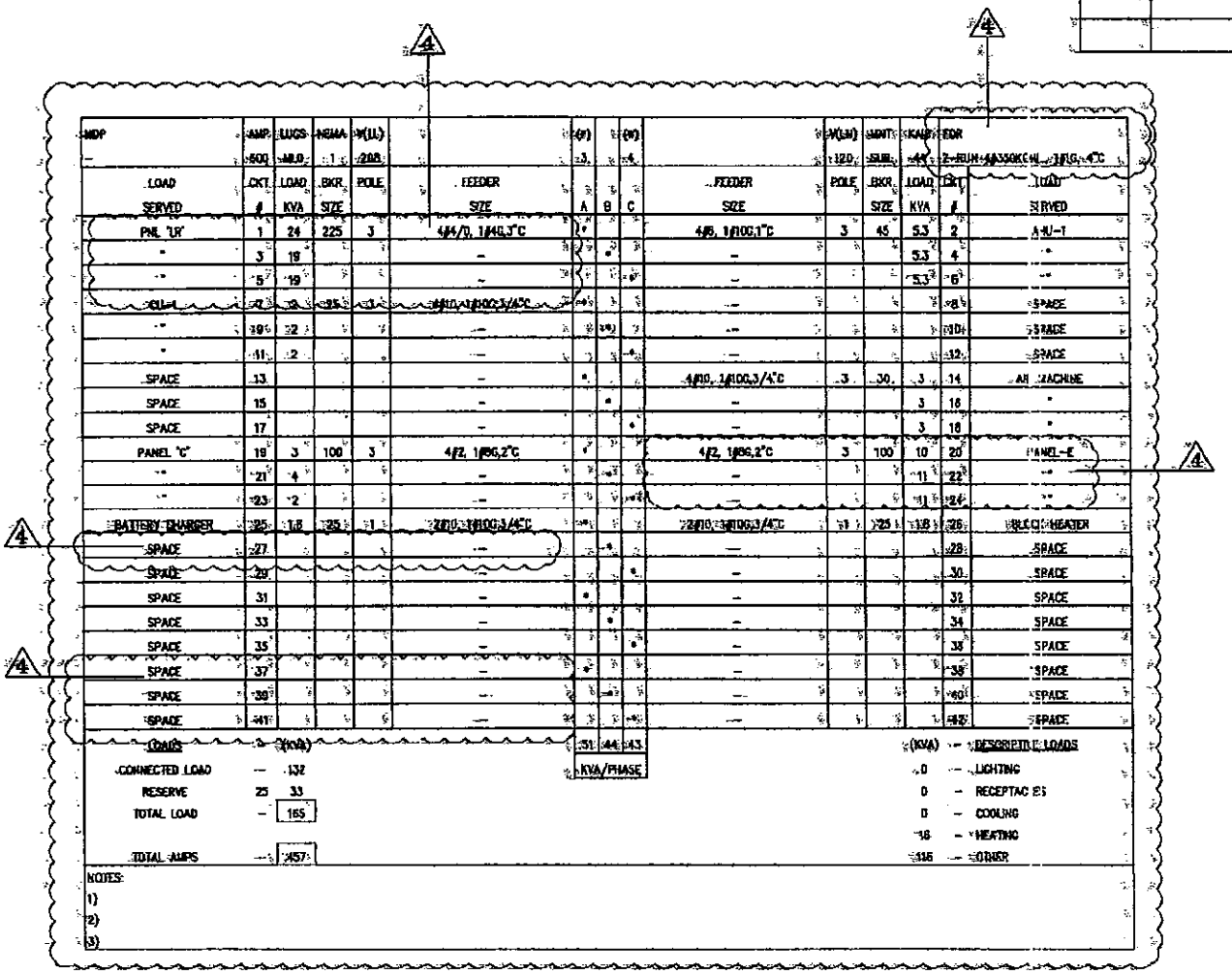
CITY OF ALAMO, TEXAS

AGADC
Alcocer Garcia Associates
Design Consulting
1333 E. JASMINE AVE.
McALLEN, TEXAS 78501
TEL. 956.618.2067 FAX 956.618.2068
E-MAIL M.A@AGADC.COM

PAGE

E6R3.2

REVISIONS		
NO.	DATE	SHEET#
1	9/10/08	
2	9/25/08	
3	10/02/08	
4	11/10/08	E5



MDP	AMP: 500	LUGS: MLO	NEMA: 1	V(LL): 208		(#) 3	(#) 4		V(LN): 120	MNTG: SURF.	KAIC: 42	FEEDER: 2-RUN 4#350KCM, 1#1/0, 4"C
LOAD SERVED	CKT #	LOAD KVA	BKR SIZE	POLE	FEEDER SIZE	A	B	C	FEEDER SIZE	POLE	BKR SIZE	LOAD KVA	CKT #	LOAD SERVED
PNL 'LR'	1	24	225	3	4#4/0, 1#4G,3"C				4#6, 1#10G,1"C	3	45	5.3	2	A-U-1
"	3	19			"				"			5.3	4	"
"	5	19			"				"			5.3	6	"
SPACE	7		25	1	2#10, 1#10G,3/4"C				"				8	SPACE
"	9	2			"				"				10	SPACE
"	11	2			"				"				12	SPACE
SPACE	13				"				4#10, 1#10G,3/4"C	3	30	3	14	AH MACHINE
SPACE	15				"				"			3	16	"
SPACE	17				"				"			3	18	"
PANEL 'C'	19	3	100	3	4#2, 1#6G,2"C				4#2, 1#6G,2"C	3	100	10	20	PANEL-E
"	21	4			"				"			11	22	"
"	23	2			"				"			11	24	"
BATTERY CHARGER	25	1.8	25	1	2#10, 1#10G,3/4"C				2#10, 1#10G,3/4"C	1	25	1.8	26	ELEC. HEATER
SPACE	27				"				"				28	SPACE
SPACE	29				"				"				30	SPACE
SPACE	31				"				"				32	SPACE
SPACE	33				"				"				34	SPACE
SPACE	35				"				"				36	SPACE
SPACE	37				"				"				38	SPACE
SPACE	39				"				"				40	SPACE
SPACE	41				"				"				42	SPACE

LOADS	(KVA)			(KVA)	DESCRIPTION LOADS
		51	44	43	
		KVA/PHASE			
CONNECTED LOAD	132			0	LIGHTING
RESERVE 25	33			0	RECEPTACLES
TOTAL LOAD	165			0	COOLING
				16	HEATING
TOTAL AMPS	457			116	OTHER

NOTES:
1)
2)
3)

MDP PANEL CHANGES: REDUCE BREAKERS AND FEEDERS FOR PANELS 'LR' AND 'E', DELETE PANEL EP REDUCE FEEDER FOR PANEL MDP.

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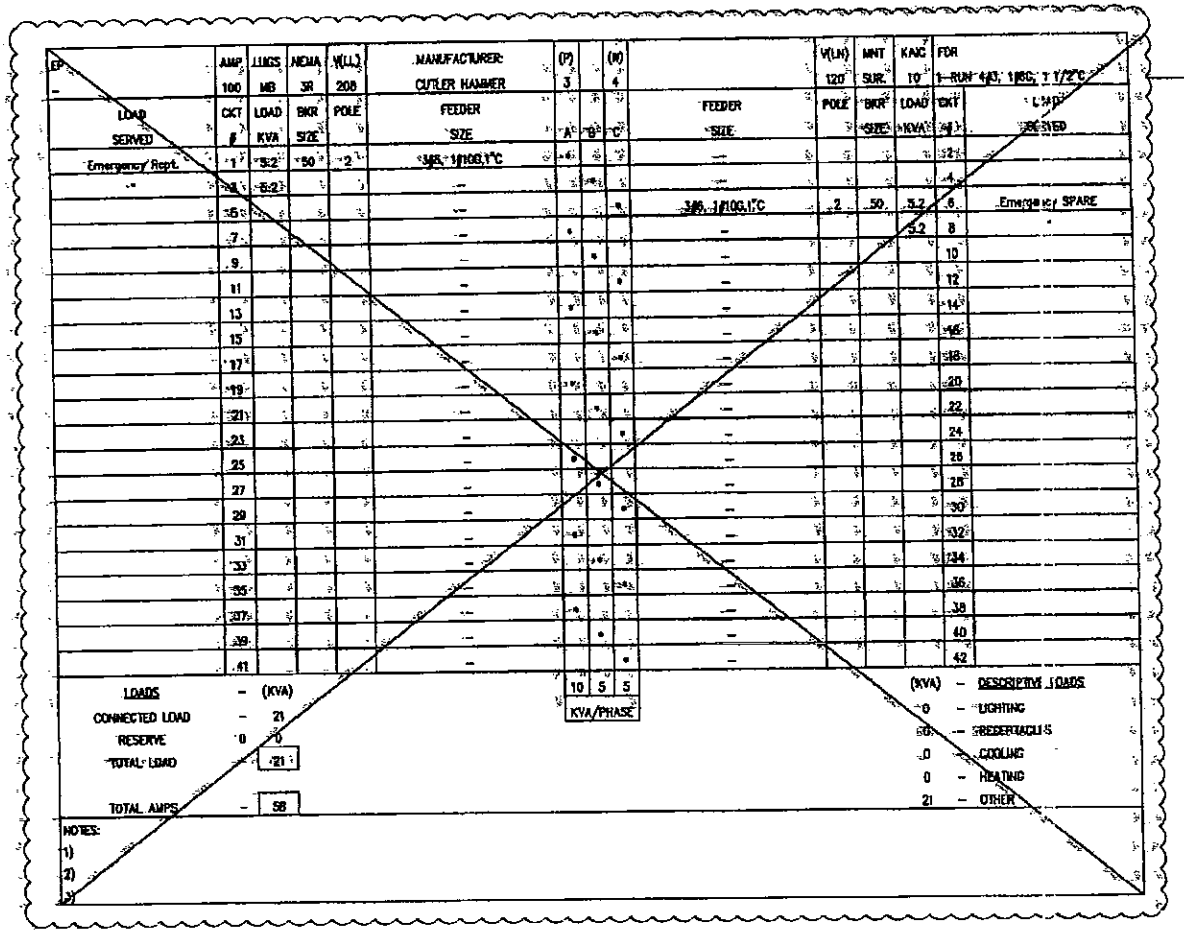
ALAMO FIRE STATION

CITY OF ALAMO, TEXAS

AGADC
Alcocer Garcia Associates
Design Consulting
1333 E. ASHINE AVE.
McALLEN, TEXAS 78501
TEL. 956.618.2101 FAX 956.618.2008
E-MAIL: AGADC@AOL.COM

REVISIONS		
NO.	DATE	SHEET#
1	8/29/08	E6
2	9/24/08	E6
3	11/10/08	E6

DELETION OF PANEL EP.



3

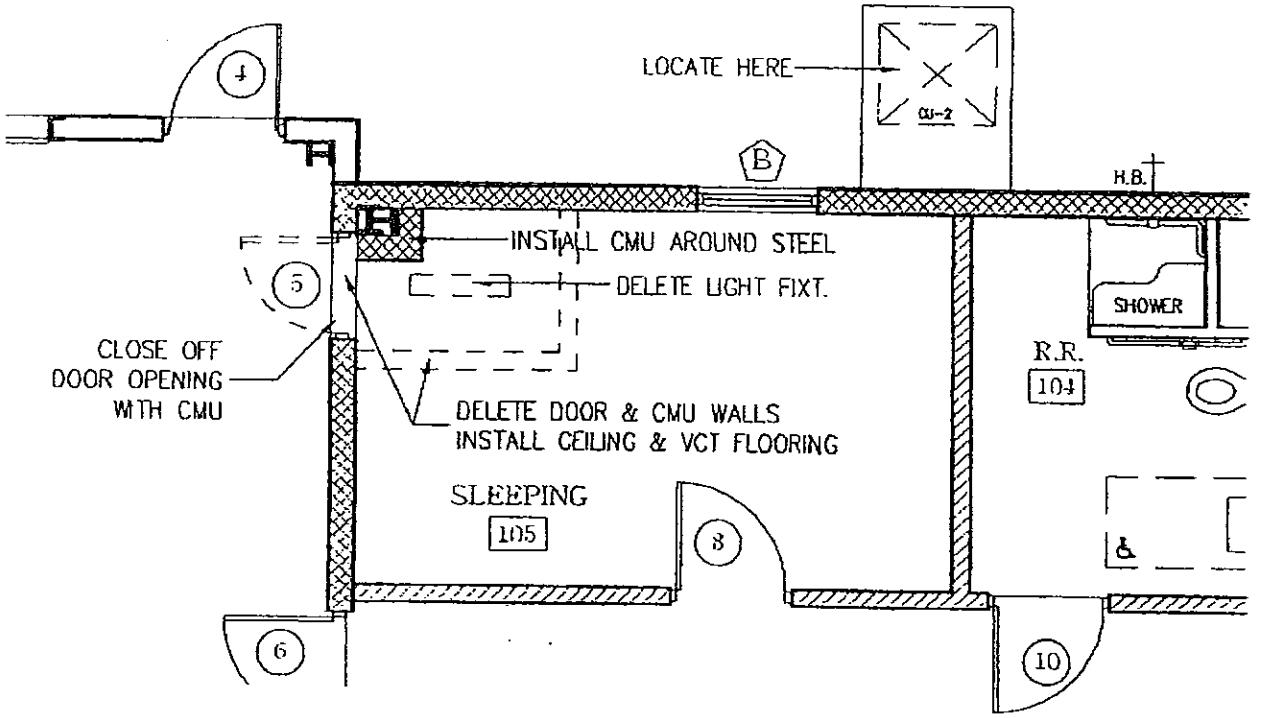
DELETION OF PANEL EP.

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E-MAIL: AGA@AGADC.COM

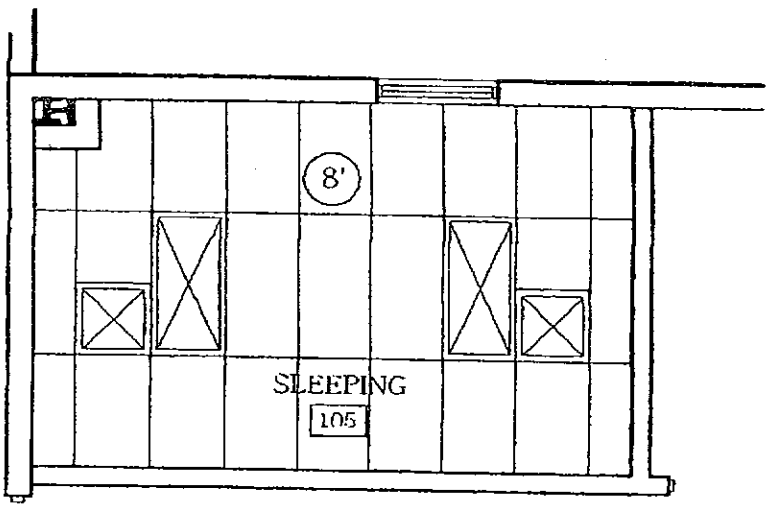


NORTH

N

REVISED SLEEPING RM.

SCALE: 3/16" = 1'-0"



REVISED SLEEPING RM. CEILING

SCALE: 3/16" = 1'-0"

8.18.08

ALAMO FIRE STATION

CITY OF ALAMO, TEXAS

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Alcocer Garcia Associates
Design Consulting

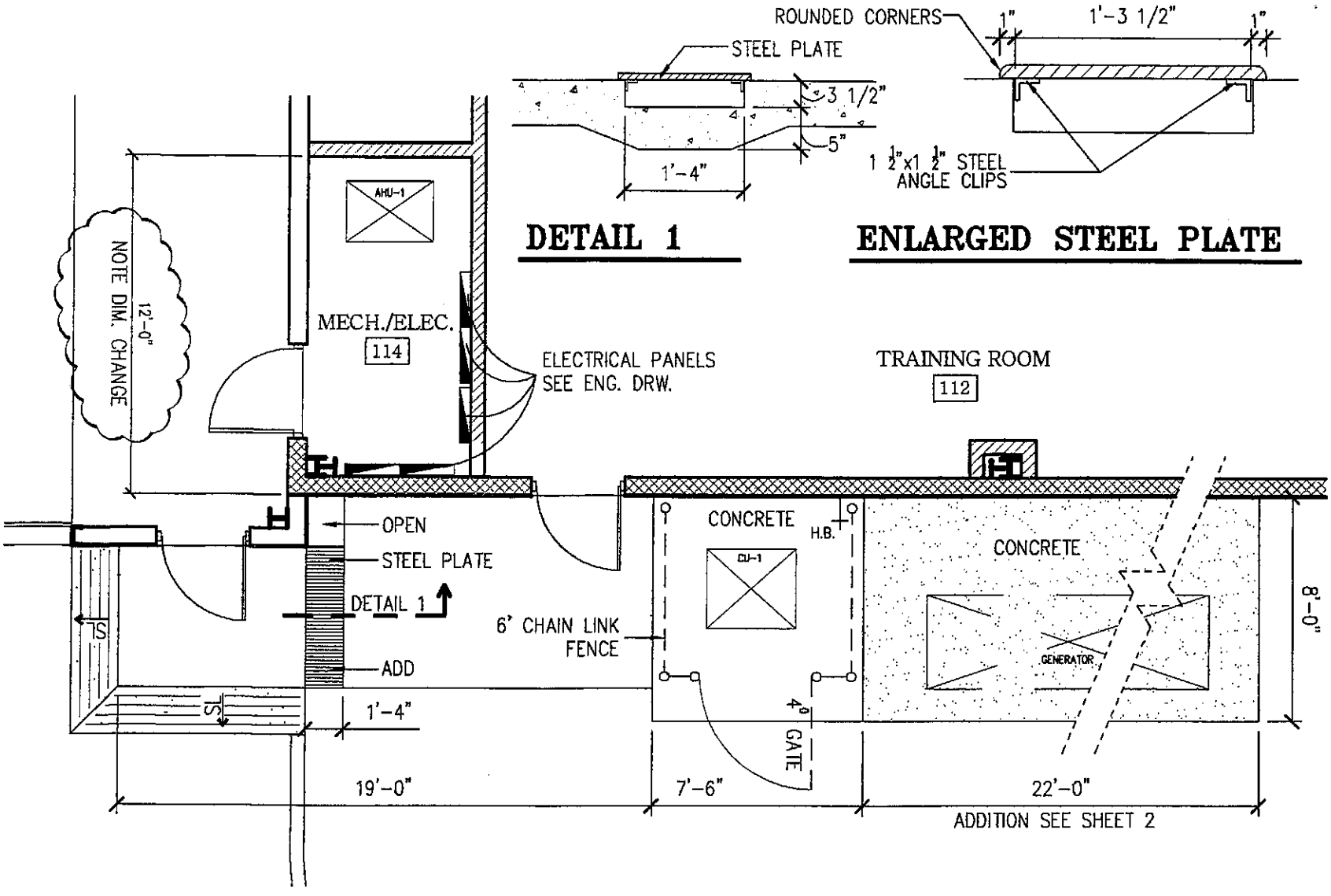
ALAMO FIRE STATION

CITY OF ALAMO, TEXAS

AGADC
Alcocer Garcia Associates Design Consulting
1333 E. ADAMS AVE.
MCALLEN, TEXAS 78501
TEL. 956.618.2007 FAX 956.618.2008
E-MAIL AGA@AGADC.COM

PAGE 2 OF 2

9.5.08

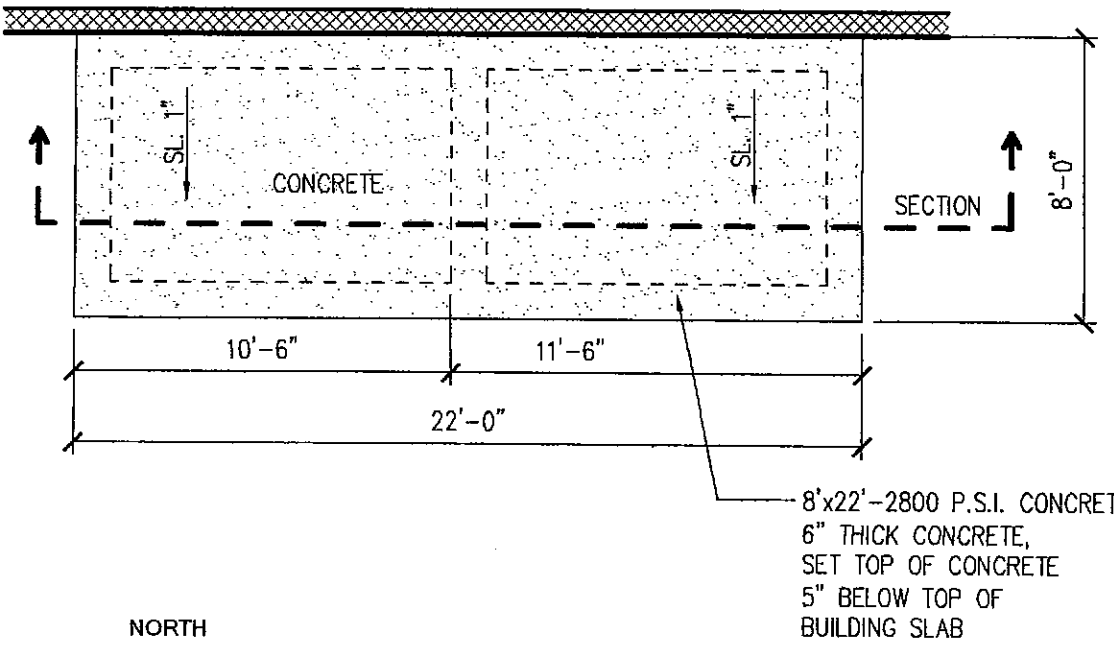


NORTH

REVISED PLAN

SCALE: 3/16" = 1'-0"

TRAINING ROOM
112

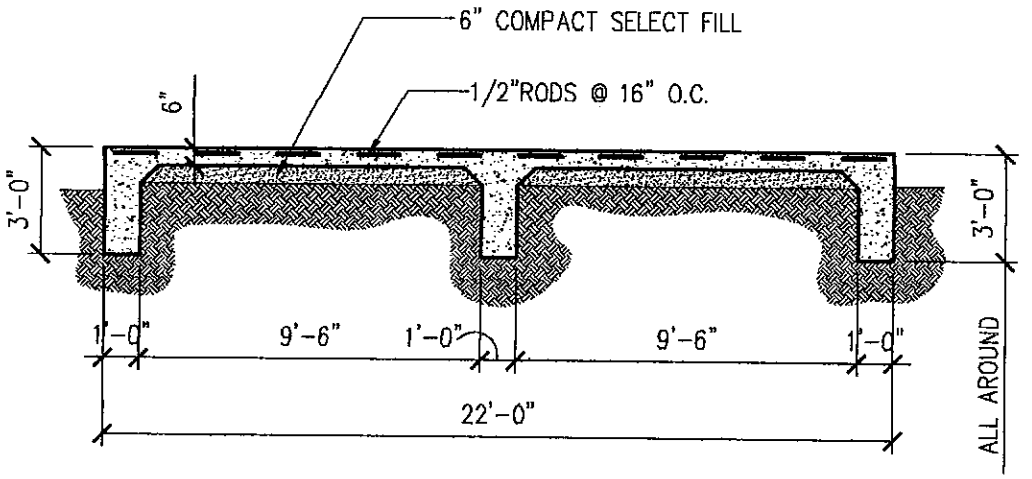


NORTH



CONCRETE PAD

SCALE: 3/16" = 1'-0"



SECTION

SCALE: 3/16" = 1'-0"

REVISED
9.5.08

ALAMO FIRE STATION

CITY OF ALAMO, TEXAS

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Alcocer Garcia Associates
Design Consulting
1333 E. JASMINE AVE.
McALLEN, TEXAS 78501
TEL. 956.618.2007 FAX 956.618.2008
E-MAIL AGA@AGADC.COM

AI-12905 **10.A.**

Hope Family Health Center

CC REGULAR

Date:	12/23/2008
Submitted By:	Roxanne De La Garza, COUNTY JUDGE
Submitted For:	Raul Lozano
Department:	COUNTY JUDGE
Agenda Category:	County Judge's Office

Information

CAPTION

Discussion & appropiate action to waive tax obligations for Hope Family Health Center Tax years 2000 to 2002.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No funding needed.

Attachments

Link: Hope Family Health Center

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/17/2008 03:57 PM	APRV
2	Erika Reyna	Erika Reyna	12/19/2008 09:52 AM	APRV
3	Auditor's Office		12/19/2008 05:13 PM	NEW

Form Started By: Roxanne De La Garza — Started On: 12/17/2008 11:48 AM

Final Approval Date: 12/19/2008

Hope Family Health Center
2332 Jordan Rd. McAllen, Texas 78503
Tel: 956.994.3319 Fax: 956.971.9377
www.hopefamilyhealthcenter.org

September 24, 2008

Judge J. D. Salinas and
Hidalgo County Commissioners Court
County of Hidalgo
100 E. Cano
Edinburg, Texas 78539

Dear Judge Salinas and Commissioners:

Community Hope Projects, Inc. (doing business as Hope Family Health Center) is a 501 (c) (3) non-profit organization that offers free medical and mental health services to the uninsured members of our community. All medical services are provided by volunteer doctors, nurses and other health care professionals. We have a small paid staff and operate a limited budget funded exclusively by grants, donations and small fund raisers.

The clinic is located in South McAllen on land donated by the Catholic Diocese of Brownsville and in a building provided through grants and donations.

Recently, we discovered that property taxes were due on this property. As you know, as a qualified non-profit, we should be exempt from property taxes. Unfortunately, due to a series of clerical errors, the exemption forms were only until recently submitted to the appraisal district. The exemption was granted for the past five (5) years (2003-2008). However, taxes remain outstanding for years 2000-2002.

The primary reason for the error in the filing was that when the property was transferred from the Diocese to the clinic in February 1999, the deed was accidently recorded without the legal description attached. When we initially filed our exemption request, the exemption was not granted because the appraisal district did not recognize Hope as the owner of the property – instead the deed records reflected ownership under the diocese. When the error was finally corrected in 2006 (via a correction warranty deed prepared by the Diocese) it was discovered that the appraisal district also had split the property into two tax identification numbers. The original exemption remained on only one of the two ID numbers and the second one, on the clinic building itself, was inadvertently not included.

Consequently, we respectfully request that you consider granting the tax exemption effective to the year 2000 thereby allowing us to be fully exempt as it should have been, if the original deed would have been filed correctly in 1999 and as it would have been if the exemption would have been applied correctly after the property ID number split.

We stand ready to provide any information that might be required and we look forward to talking with you regarding this at your convenience. You may contact me at 956-687-6263 at my place of employment or my cell phone 956-467-6422.

Sincerely,

Robert A. Calvillo
Board President

Cc: Mr. Armando Barrera, Jr., RTA

Enclosure: *Correction warranty deed*
Appraisal district notes regarding split

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

CORRECTION SPECIAL WARRANTY DEED WITH REVISIONARY CLAUSES AND CONDITIONAL LIMITATIONS

STATE OF TEXAS §

This is a correction special warranty deed of a deed filed for record originally on February 23, 1999 as document number 750996. By mistake, the exhibit giving the legal description of the property was not attached to the deed and this correction special warranty deed is being given for that purpose.

Effective Date: January 1, 1999

Grantor: THE MOST REVEREND RAYMUNDO J. PEÑA, as BISHOP OF THE ROMAN CATHOLIC DIOCESE OF BROWNSVILLE and for his successors in office.

Grantor's Mailing Address (including county):

Pastoral Center
P.O. Box 2279
1910 University Boulevard
Brownsville, Cameron County, Texas 78522-2279
Attention: Bishop Raymundo J. Peña

Grantee: Community Hope Projects, Inc., a Texas nonprofit corporation, Charter number 01346127-01, of 2332 W. Jordan Rd., McAllen, Hidalgo County Texas 78504.

Grantee's Mailing Address:

2332 W. Jordan Rd.
McAllen, Texas 78504

Property (including any improvements):

Property conveyed is 2.76 acres of land out of Lot 69, McAllen Second Suburban Citrus Groves Subdivision in Hidalgo County,

Texas, as further described by metes and bounds on an exhibit attached hereto as Exhibit A.

CONSIDERATION: consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and value of which are hereby acknowledged, Grantor GRANTS and CONVEYS to Grantee the Property, provided and on condition that the Property is used by Grantee and its successors and assigns, subject to the conditions, reservations and exceptions expressly set forth herein.

Reservations from and Exceptions to Conveyance and Warranty:

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

2 - This conveyance is also made and accepted subject to the following matters: The Grantor is conveying only the surface estate described herein. The Grantor hereto reserves unto himself and his successors in office and assigns, all the minerals (nor previously reserved) under said property including, but not limited to; oil, gas, hydrocarbons, geothermal energy, uranium, coal and every other type of mineral, rock, or substance of whatever nature, in and under and that may be produced from the above described property, together with the right of ingress and egress at all time for the purpose of mining, drilling, exploring, operating and developing said lands for oil, gas and other minerals and removing the same therefrom.

3 - The lien for real estate ad valorem taxes, it being understood that the Grantee is not liable for real estate ad valorem taxes for the years 1998 and before.

4 - Any and all liens, encumbrances and mortgages, if any, on said property.

The above described property is given to Community Hope Projects, Inc. of McAllen, Hidalgo County, Texas, upon the following express conditions, and in case of failure by Community Hope Projects, Inc. to comply with said conditions, the said premises shall revert to the Grantor herein, and his successors in office and assigns immediately upon the happening of the event and without the necessity of reentry by the Grantor. It is agreed by the Grantee that the conditions hereinafter stated are conditional limitations to the estate being conveyed to the

Grantee. If a Court of final jurisdiction was to finally determine the hereinafter stated conditions are not conditional limitations, then these are to be construed as conditions subsequent which give the Grantor and his successors in office and assigns the right to terminate the estate by reentry. It is agreed by the grantee herein that these aforesaid conditions are conditional limitations and that the estate conveyed herein is limited by the happening of the hereafter events.

1 - This conveyance of the Property is made by Grantor on the condition that the Property shall always be used exclusively for health and social services and shall be maintained at all times as such.

2 - It is agreed that said property may be sold or transferred by Grantee herein but only with the prior written consent of the Grantor, and that if such sale or transfer is to occur, that the proceeds from said sale or transfer will be used to purchase other real estate to be used exclusively for health or other social services agreed to by the Grantor, and that if the sale of this property herein is allowed by the Grantor, then that the new property purchased by the Grantee, Community Hope Projects, Inc., shall be subject to the same conditions, same reversionary clauses, conditional limitations, and other conditions set out in this deed, and Grantee obligates itself hereby to execute a document confirming this at the time of the purchase of new property, if any.

3 - It is agreed that Grantee shall not encumber, hypothecate, mortgage or otherwise place a lien on the property without the prior written consent of the Grantor; and

4 - That said property shall not, in any form or fashion, be used for the performance of abortions or to provide any benefit or service related to abortion; and

5 - That said property shall not be used, in any form or fashion for the performance of any procedure which would constitute euthanasia; and

6 - That in the event of the dissolution of the Grantee, Community Hope Projects, Inc., whether voluntary or involuntary, by lapse of time or otherwise or by merger or otherwise, the property transferred herein shall immediately revert back to the Roman Catholic Diocese of Brownsville free and clear of all liens created or imposed following the effective date of this instrument, and in the event that the Roman Catholic Diocese of Brownsville cannot or will not accept same, then in such manner and to such organization as the Roman Catholic Diocese of Brownsville may designate.

Such organization shall at such time of dissolution qualify as an organization (or organizations) exempt from Federal income taxation under Section 501(a) of the Code, or corresponding provisions hereafter in effect, as an organization (or organizations) described in Section 501(c)(3) of the Code, or corresponding provisions hereafter in effect.

TO HAVE AND TO HOLD the Property, together with all and singular, the rights and appurtenances thereto or in anywise belonging, unto Grantee and Grantee's successors or assigns, forever; and Grantor does hereby bind Grantor and Grantor's successors and assigns to WARRANT and FOREVER DEFEND, all and singular, the Property to Grantee and Grantee's successors and assigns, against every person whomsoever, lawfully claiming or to claim the same or any part thereof, by, through, or under me but not otherwise.

EXECUTED on the date set forth in the acknowledgment line below, to be effective for all purposes as of the Effective Date.

THE MOST REVEREND RAYMUNDO J. PEÑA, as BISHOP OF THE ROMAN CATHOLIC DIOCESE OF BROWNSVILLE and for his successors in office

By: _____
Bishop Raymundo J. Peña

The undersigned Grantee Community Hope Projects, Inc. agrees to all the conditions and reservations herein stated in this Special Warranty Gift Deed with Reversionary Clauses and Conditional Limitations.

Community Hope Projects, Inc.

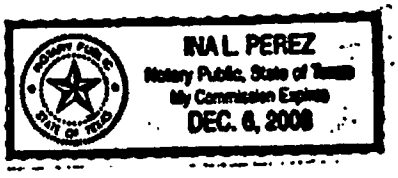
By: _____
Johnny Oliva, Chairperson
Community Hope Projects, Inc.
Board of Directors

Attest:

_____ RSM
Sister Marian Strohmeyer, RSM,
Board Member
Community Hope Projects, Inc.
Board of Directors

STATE OF TEXAS §

This instrument was acknowledged before me on the 14th day of February 2006 by Raymundo J. Peña, Bishop of the Roman Catholic Diocese of Brownsville, on behalf of and as the act and deed of the Bishop and the Roman Catholic Diocese of Brownsville.



Ina L. Perez
Notary Public in and for The State of Texas
My commission expires: 12/6/2008

AFTER RECORDING, RETURN TO:

Community Hope Projects
~~d/b/a~~ Hope Family Health Center
2332 W. Jordan Rd.
McAllen, Texas 78503-7822

Attn: Anna Maria Barrera
Executive Director

Initials:

Recorded On-2006-Jun-23 As-1631673

METES AND BOUNDS DESCRIPTION
2.76 ACRES OF LAND OUT OF LOT 69
McALLEN SECOND SUBURBAN
CITRUS GROVES SUBDIVISION
HIDALGO COUNTY, TEXAS

A tract of land containing 2.76 acres, situated in the City of McAllen, Hidalgo County, Texas, being a part or portion of LOT 69, McALLEN SECOND SUBURBAN CITRUS GROVES SUBDIVISION, according to the plat thereof recorded in Volume 5, Page 27, Hidalgo County Map Records, which said 2.76 acres were conveyed to The Most Reverend Humberto S. Madeiros, D.D., Bishop of the Diocese of Brownsville, and his Successors in Office, by virtue of a Warranty Deed recorded in Volume 1175, Page 866, Hidalgo County Deed Records, said 2.76 acres also being more particularly described as follows:

BEGINNING at the Southwest corner of Lot 69 for the Southwest corner of this tract;

THENCE, along the West line of Lot 69, N 08° 39' 58" E at a distance of 40.00 feet pass a pipe found for the North right-of-way line of Jordan Road, continuing a distance of 300.14 feet to a pipe found, and N 08° 43' 00" E a distance of 61.70 feet (N 08° 43' 00" E a distance of 361.85 feet deed call), to a cotton picker spindle set for the Northwest corner of this tract;

THENCE, S 81° 17' 00" E along the South right-of-way line of a 20.00 alley, a distance of 331.30 feet to a #4 rebar found for the Northeast corner of this tract;

THENCE, S 08° 17' 34" W (S 08° 25' W deed call) at a distance of 321.85 feet pass a pipe found for the North right-of-way line of Jordan Road, and continuing a total distance of 361.85 feet to the Southeast corner of this tract;

THENCE, N 81° 17' 00" W along the South line of Lot 69, within Jordan Road right-of-way, a distance of 333.71 feet (333.20 feet deed call), to the POINT OF BEGINNING, and containing 2.76 acres, of which 0.31 of one acre lies in the right-of-way of Jordan Road, leaving a net of 2.45 acres of land, more or less.

I FRED L. KURTH, REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY AFFIRM THAT THIS METES AND BOUNDS DESCRIPTION REPRESENTS THE RESULTS OF A SURVEY MADE ON THE GROUND ON 10/2/98 UNDER MY DIRECTION AND SUPERVISION.

Fred L Kurth 10-13-98

FRED L. KURTH, R.P.L.S. #4750 DATE:

FREDERICK L. KURTH 4750

Exhibit "A"

Recorded On-2006-Jun-23 As-1631573

Hidalgo County
Eddy Trevino
County Clerk
Edinburg,TX 78540



Instrument Number: 2006-1631573
As
Recording

Recorded On: June 23, 2006

Parties:

To

Billable Pages: 6

Number of Pages: 7

Comment: CORR SPCL WD WRC& COND

**** Examined and Charged as Follows: ****

Recording	36.00
Total Recording:	**36.00**

************ **THIS PAGE IS PART OF THE INSTRUMENT** ************
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:
Document Number: 2006-1631573
Receipt Number: 776684
Recorded Date/Time: June 23, 2006 04:40P

User / Station: M Alanis - Cash Station 04

Record and Return To:
COMMUNITY HOPE PROJECTS, INC.
HOPE FAMILY HEALTH CENTER
2332 W. JORDAN RD.
MCALLEN TX 78503-7822

STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this instrument was FILED in the File Number sequence on the date/time printed heron, and was duly RECORDED in the Official Records of Hidalgo County, Texas

Eddy Trevino
County Clerk
Hidalgo County, TX

3/8-2025

PROPERTY ID AND LEGAL DESCRIPTION

PROPERTY ID: R230715
M2450-00-002-0069-02 MCALLEN SUB CITRUS GROVES W329.7'-S361.85' LOT 69 BLK 2
2.74AC GR 2.46AC NET
PRINTED: 09/22/99 VALUE CHG: 04/04/98

OWNER NAME AND ADDRESS

SAINT JOSEPH THE WORKER (208707)
CATHOLIC CHURCH
PO BOX 518
MCALLEN, TX 78505-0518

TAXING ENTITIES	LAST A
GHD SST DR1 R12 SML CML JCC	01/0: S2
EXEMPTIONS	APPRAI
EX	

PROPERTY SITUS ADDRESS

2315 ITHICA
MCALLEN TX

NBHD:

(C7877-01)

BUILDING ATTRIBUTES

CONST. STYLE	FOUNDATION	EXT. FINISH	INT. FINISH	ROOF STYLE	FLOORING

HEATING/A.C.	PLUMBING	FIREPLACE (#)&TYPE(ELECTRICAL)	BUILT-INS SPRINKLERS	ROOMS CEILING FANS	BEDROOMS DOORS

REMARKS AND SKETCH COMMANDS

DAY CARE;N/C;PTC 11.20
11.1: DU45,DR38,DD45,DL38
11.2: MU45,DU13,DR17,DD13,DL17
11.3: MU45,MR17,DU13,DR21,DD13,DL21

SALES HISTORY

DATE	PRICE	DEED BOOK I.D.	DEED BOOK PAGE
	√	0	

TOPOGRAPHY	UTILITIES	ACCESS	ZONE	OTHER

+...17....+....21.....+
13 FOR 13 PAT 13
+...17....38...21.....+

-02
W168.06'-S362.17' LOT 69 BLK 2
1.40AC GR 1.20AC NET

-06 45 MA 45
E165.65'-W333.71'-S362.17'
LOT 69 BLK 2 1.37AC GR 1.22AC NET

X.....38.....

√ Hector stop need to checked if it falls in new subd. And you to grant the full Exempt. 1-7-00 C-S

JAN 12 200072

(Split 1.37AC) 2000 COMMUNITY HOPE PROJECTS INC PH — R597343

IMPROVEMENT VALUATION

SEGMENT I.D.	TYPE	DESCRIPTION	SPTB METHOD	HOME SITE	CLASS	AREA	AREA FACTOR	ADJUST AREA	UNIT PRICE	YEAR BUILT	COND ITION	% GOOD	PHY. %	ECON. %	FUNC. %	
11	C	COMMERCIAL	F1	N					18.93							
1.1	MA	MAIN AREA	R		3343	1710	100	1710	18.93			50				
1.2	POR	PORCH (COVERED)	R		3343	221	25	55.25	18.93			50				
1.3	PAT	PATIO	R		3343	273	25	68.25	18.93			50				

AUDITED
BY
DATE APR 13 200072

CAUTO 68 7.6 263

NBHX Total

LAND VALUATION

NBHX	DESCRIPTION	TYPE	SPTB	HOME SITE	APPR. METHOD	AREA	UNIT PRICE	% FUNC.	% ECON.	ADJUST %	MARKET VALUE	AG USE	AG METHOD	AG UNIT PRICE
	(GLASS)	AC	F1	N	A	2.46A	25920				63,763			

SEP-22-2000 FRI 10:42 AM HCAD INFO CENTER FAX NO. 9662892123 P. 02

AI-12931 **10.B.**

scholarship fund recipients

CC REGULAR

Date:	12/23/2008
Submitted By:	Monica Badillo, BUDGET & MANAGEMENT
Submitted For:	Cari Lambrecht
Department:	BUDGET & MANAGEMENT
Agenda Category:	County Judge's Office

Information

CAPTION

Recognition of Monica Guajardo as recipient of the Spring 2009 Hidalgo County Scholarship.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/17/2008 04:05 PM	APRV
2	Erika Reyna	Erika Reyna	12/19/2008 08:23 AM	APRV
3	Auditor's Office		12/19/2008 05:13 PM	NEW
Form Started By: Monica Badillo			Started On: 12/17/2008 03:52 PM	
Final Approval Date: 12/19/2008				

AI-12996 **10.C.**

rescheduling of mtg. from Jan 6th to 5th

CC REGULAR

Date:	12/23/2008
Submitted By:	Monica Badillo, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	County Judge's Office

Information

CAPTION

Discussion, consideration and action on rescheduling the meeting of January 6, 2009 to Monday, January 5, 2009 due to court member's absence

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #: No fiscal Impact

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/19/2008 04:09 PM	APRV
2	Dale Kennan	Dale Kennan	12/19/2008 04:30 PM	APRV
3	Auditor's Office		12/19/2008 05:13 PM	NEW

Form Started By: Monica Badillo — Started On: 12/19/2008 03:40 PM

Final Approval Date: 12/19/2008

AI-12924 **11.A.**

Planning Department

CC REGULAR

Date:	12/23/2008
Submitted By:	Nora Cavazos, PLANNING DEPT.
Submitted For:	Raul Sesin
Department:	PLANNING DEPT.
Agenda Category:	Planning Department

Information

CAPTION

1. Preliminary Approval
   a. La Joya ISD No. 25 Subdivision – Pct. 3
   b. Carolina No. 1 Subdivision – Pct. 3 (Juan Pena Jr.)
   c. Carolina No. 2 Subdivision – Pct. 3 (Juan Pena Jr.)
2. Final Approval
   a. Re-subdivision of Lot 1, Texas Valley Subdivision – Pct. 3 (Julio Rodriguez)

BACKGROUND

Fiscal Impact

Attachments

Link: La Joya ISD 25 - Preliminary

Link: La Joya ISD 25;Plat

Link: Carolina No. 1 - Preliminary

Link: Carolina No. 1;Plat

Link: Carolina No. 2 - Preliminary

Link: Carolina No. 2;Plat

Link: Resubd of Texas Valley - Final

Link: Resubd of Texas Valley;Plat

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/17/2008 04:01 PM	APRV
2	Dale Kennan	Dale Kennan	12/17/2008 04:46 PM	APRV
3	Auditor's Office	Linda Fong	12/18/2008 05:48 PM	APRV
4	Purchasing Department	Marty Salazar	12/19/2008 10:44 AM	APRV

Form Started By: Nora Cavazos — Started On: 12/17/2008 03:00 PM

Final Approval Date: 12/19/2008

PLANNING DEPARTMENT
County Of Hidalgo

Raul E. Sesin, P.E., CFM
PLANNING ADMINISTRATOR

TO: Judge Juan D. Salinas III
County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: December 17, 2008

RE: **La Joya ISD No. 25 Subdivision– Pct. 3**
Preliminary Approval

La Joya ISD No. 25 is a one (1) school lot subdivision located on the West side of Abram Road approximately 300 feet North of Mile 5 Road.

The proposed Subdivision lies within the City of Mission E.T.J.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on October 24, 2008. The proposed subdivision lies within a Zone "X" as per FEMA's FIRM.

The proposed subdivision plat will dedicate thirty (30) feet on Abram Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Sewer Services will be provided by Sewage Disposal Package.

Water Services will be provided by La Joya Water Supply Corporation. There is an existing eight (8) inch waterline on Mile 5 Road that will serve as the primary source of water for the proposed development.

The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code. Staff comments are attached for your review.

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **December 16, 2008** subject to staff comments, future recommendations by Planning and other departments and the approval from the City of Mission.

LOG OF ITEMS LACKING DURING SUBDIVISION REVIEW

Name of Subdivision: **La Joya ISD No.25 School 2nd Review** **Page** 1 of 1

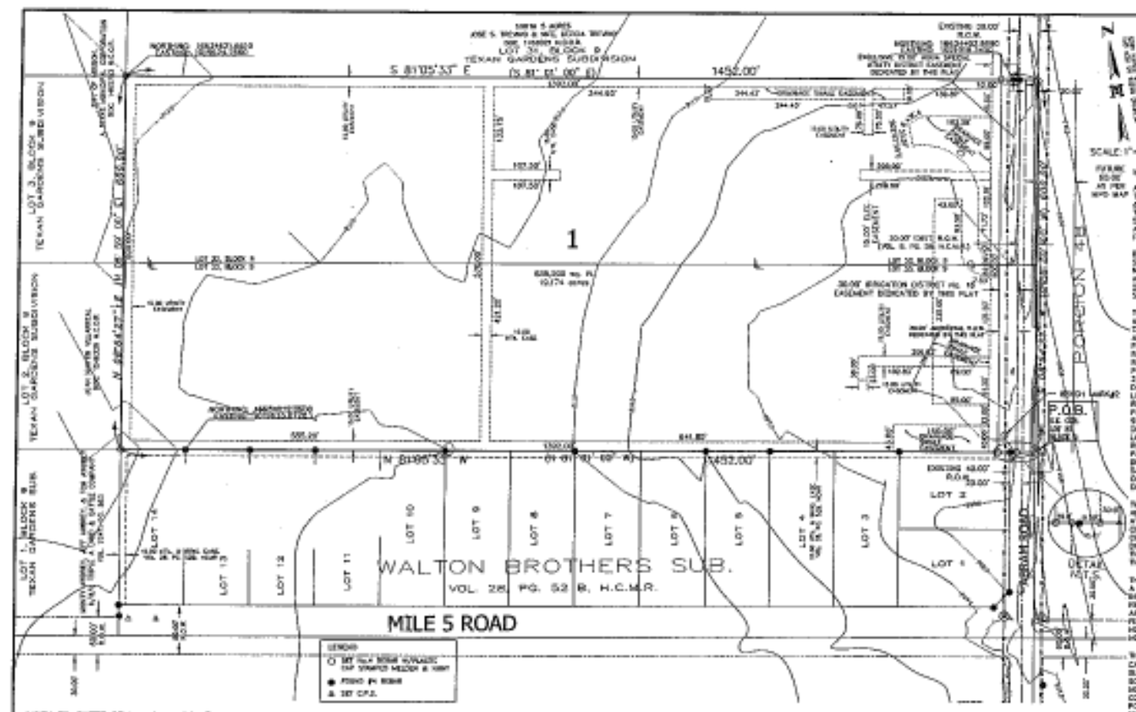
Item Log	*DESCRIPTION OF ITEMS:* *Plat is subject to additional comments from Planning, Right of Way, Health and HCDD No. 1 prior to consideration for final approval.*	Date	Initials
		12-09-08	JRT
A	**1ST SHEET COMMENTS:** Verify with the H.C.ROW department if they will required an exclusive irrigation easement and a gas easement dedicated by the plat for future relocation of the existing lines inside Abram Road ROW.		
B	Show existing easements widths with document number for the existing irrigation line and gas lines inside Abram Road.		
C	Verify recorded page number letter for the south adjoining subdivision of Walton Brother Subdivision.		
D	PLAT NOTES: 5] Describe where will be the 2nd BM be found. (power pole, disk or what)		
E	Monuments for the existing west road right of way on the south east corner for subdivision property do not coincide with metes and bounds description, blow out detail and drawing layout with.		
F	**2ND SHEET COMMENTS:** Will an easement be acquired for the installation of the 8" water line across lots 1 and 2 of the south adjacent Walton Brother Subdivision to connect to the 8" water line on Mile 5 Road?		
G	**3RD SHEET COMMENTS:** Provide natural water flow arrows and extend topography contours at 500 feet from subdivision boundary west.		
H	Label for contractor to reconstruct Abram Road side ditch to county specifications. See attachment for sample exhibit.		
I	As per typical Abram Road paving cross section detail, Will the street be constructed center of the existing 30 feet ROW or offset as shown on detail? Refer to red line markups.		
J	Refer to the 1st sheet comments that would apply to sheets one and two.		
K	Provide a culvert with safety end for the north driveway entrance and middle driveway entrance connecting with proposed Abram Road side ditch.		
L	Proposed middle driveway entrance needs to connect with proposed pavement for Abram Road.		
M	Please coordinate with precinct no.3 on the construction of Abram Road at mile 5 Road intersection for traffic control for school busses.		
N	Provide length dimension for all proposed drainage lines.		
O	Please submit const estimate for the possibility of upgrading the proposed drainage line to 42" as discuss on property site.		
	For future reference you can log into our new website www.co.hidalgo.tx.us "planning department", there you will find general information on subdivision plating requirements.		

1304 S. 25th St. Edinburg, Texas 78539 (956) 318-2840 Fax. (956) 318-2844

MAP OF
LA JOYA I.S.D. ELEMENTARY No. 25 SCHOOL SUBDIVISION

BEING A RESUBDIVISION OF 20.000 ACRES
BEING ALL OF LOTS 32 & 33, BLOCK 9,
TEXAS GARDENS SUBDIVISION,
RECORDED IN VOLUME 8, PAGES 57-58, H.C.M.R.,
HIDALGO COUNTY, TEXAS

SCALE: 1"=100'



INDEX TO SHEET OF LA JOYA I.S.D. ELEMENTARY No. 25 SCHOOL SUBDIVISION

SHEET 1: HEADING, INDEX, LOCATION MAP AND SITE PRINCIPAL CONTACTS, MAP, LOT, STREETS, AND EASEMENT LAYOUTS, DESCRIPTION (METES AND BOUNDS), SURVEYOR'S CERTIFICATION, PLAT NOTES AND RESTRICTIONS, OWNER'S DEDICATION, CERTIFICATION, ATTESTATION, ENGINEERING CERTIFICATES (IF), APPROVAL CERTIFICATES, COUNTY CLERK'S RECORDING CERTIFICATE, REVISION NOTES, IRRIGATION DISTRICT NO. 16 (IF) NO. 1, HIDALGO COUNTY RIGHT OF WAY DEPARTMENT CERTIFICATE, HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATE, ABRAM SPECIAL UTILITY DISTRICT CERTIFICATE.

SHEET 2: DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES.

SHEET 3: MAP OF TOPOGRAPHY AND DRAINAGE, DRAINAGE SWALES REVISION NOTES, CONSTRUCTION DETAILS.

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	BEARING
C1	180°01'06"	66.48	209.80'	66.67'	133.30'	N89°34'08"W
C2	180°01'41"	17.37'	54.56'	17.38'	34.98'	S74°30'51"E
C3	3°20'01"	58.44'	3.24'	29.33'	3.24'	S36°05'53"E
C4	45°00'00"	50.00'	39.27'	20.71'	38.27'	S67°24'33"W

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

LA JOYA I.S.D. ELEMENTARY No. 25 SCHOOL SUBDIVISION IS LOCATED IN THE SOUTHWEST PART OF HIDALGO COUNTY ON THE WEST SIDE OF ABRAM ROAD, APPROXIMATELY ONE MILE NORTH OF ITS INTERSECTION WITH EXPRESSWAY 83 AND MILE 5 ROAD. THE ONLY NEARBY SUBDIVISION IS THE CITY OF MISSION, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY MISSION (FORMATION 5/1/72), LA JOYA I.S.D. ELEMENTARY No. 25 SCHOOL SUBDIVISION LIES APPROXIMATELY 4 MILES FROM THE CITY LIMITS (AND IS) WITHIN THE 5 MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 212.001 AND 42.021.
THIS SUBDIVISION FALLS WITHIN PROJECT 3.

LOCATION MAP
SCALE: 1" = 2000'



SURVEY AND BOUNDS DESCRIPTION

A TRACT OF LAND CONTAINING 20.000 ACRES SITUATED IN THE COUNTY OF HIDALGO, BEING BEING ALL OF LOTS 32 & 33, BLOCK 9, TEXAS GARDENS SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 8, PAGES 57-58, PUBLIC RECORDS OF HIDALGO COUNTY, TEXAS (D.R.H.C.T.), AND ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING ON A COTTON PICKER SPINDLE SET AT THE SOUTHEAST CORNER OF SAID LOT 33, BLOCK 9, AND THE NORTHEAST CORNER OF WALTON BROTHERS SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 28, PAGE 52 B, HIDALGO COUNTY MAP RECORDS FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE, N 89° 05' 33" W (N 89° 05' 00" W PLAT CALL) ALONG THE SOUTH LINE OF SAID LOT 33, BLOCK 9, AND THE NORTH LINE OF SAID WALTON BROTHERS SUBDIVISION, AT A DISTANCE OF 30.00 FEET PASS A NO. 4 REBAR SET AT POST THE CURRENT WEST RIGHT-OF-WAY LINE OF ABRAM ROAD, AT A DISTANCE OF 33.39 FEET PASS A NO. 4 REBAR FOUND IN LINE, AT A DISTANCE OF 66.09 FEET PASS A NO. 4 REBAR SET IN LINE, AT A DISTANCE OF 216.00 FEET PASS A NO. 4 REBAR FOUND IN LINE, AT A DISTANCE OF 433.00 FEET PASS A NO. 4 REBAR FOUND IN LINE, AT A DISTANCE OF 649.00 FEET PASS A NO. 4 REBAR FOUND IN LINE, AT A DISTANCE OF 865.00 FEET PASS A NO. 4 REBAR FOUND IN LINE, AT A DISTANCE OF 1081.00 FEET PASS A NO. 4 REBAR FOUND IN LINE, AT A DISTANCE OF 1297.00 FEET PASS A NO. 4 REBAR FOUND IN LINE, AT A DISTANCE OF 1418.08 FEET PASS A NO. 5 REBAR FOUND IN LINE, AT A DISTANCE OF 1448.00 FEET PASS A NO. 4 REBAR FOUND IN LINE, AT A DISTANCE OF 1548.00 FEET PASS A NO. 4 REBAR FOUND IN LINE, CONTINUING A TOTAL DISTANCE OF 1452.00 FEET TO THE NORTHWEST CORNER OF SAID WALTON BROTHERS SUBDIVISION AND THE SOUTHEAST CORNER OF SAID LOT 33, BLOCK 9 FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE, N 89° 54' 27" E (N 89° 05' 00" E PLAT CALL) AT A DISTANCE OF 1412.00 FEET PASS A NO. 4 REBAR FOUND IN LINE, AT A DISTANCE OF 1432.00 FEET PASS A NO. 4 REBAR FOUND FOR THE WEST RIGHT-OF-WAY LINE OF ABRAM ROAD, CONTINUING A TOTAL DISTANCE OF 1480.00 FEET TO A COTTON PICKER SPINDLE SET ON THE NORTHWEST CORNER OF SAID LOT 32, BLOCK 9 FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE, S 00° 04' 27" W (S 00° 05' 00" W PLAT CALL) ALONG THE EAST LINES OF SAID LOTS 32 & 33, BLOCK 9, AT A DISTANCE OF 30.00 FEET PASS THE SOUTHEAST CORNER OF SAID LOT 32, BLOCK 9 AND THE NORTHEAST CORNER OF SAID LOT 33, BLOCK 9, CONTINUING A TOTAL DISTANCE OF 660.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 20.000 ACRES OF LAND, MORE OR LESS, OF WHICH 0.413 OF ONE ACRE LIES IN THE RIGHT-OF-WAY OF ABRAM ROAD, LEAVING A NET OF 19.587 ACRES OF LAND, MORE OR LESS.

GENERAL PLAT NOTES & RESTRICTIONS:

1. FLOOD ZONE STATEMENT: FLOOD ZONE DESIGNATION: ZONE "X" UNSHADED AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN COMMUNITY —PANEL NO. 480034 0230 D. EFFECTIVE: JUNE 6, 2000

2. SETBACKS:
FRONT: 50.0 FEET OR GREATER FOR EASEMENT
REAR: 15.0 FEET OR GREATER FOR EASEMENT
SIDE: 10.0 FEET OR GREATER FOR EASEMENT

3. GENERAL NOTE FOR COMMERCIAL LOTS:
LOT 1 SHALL BE FOR SCHOOL USE ONLY. THERE SHALL BE NO OTHER USE OTHER THAN SCHOOL. LOT 1 IS FOR NONRESIDENTIAL USE. THIS MUST BE STIPULATED ON THE DEED AND CONTRACT FOR DEEDS. APPLICATIONS FOR CONSTRUCTION APPROVED BY THE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL ARE REQUIRED PRIOR TO OCCUPYING THE LOTS.

4. MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTER OF ROAD OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER.

ELEVATION CERTIFICATE MAY BE REQUIRED FOR THIS LOT LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO DETERMINE PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5. BENCHMARK NOTE:
THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS:
B.M. NO. 1 — PLATE ON S.W. IN CONCRETE ON DESCRIPTION BENCHMARK HAS LOCATED ALONG THE EAST SIDE ABRAM ROAD, APPROXIMATELY 1,000.00 FEET NORTH OF THE SUBDIVISION. N: 16573634.61 E: 1,427,742.15 NAD 83, TEXAS SOUTH 4205.
B.M. NO. 2 — DH IRON ROD SET WITH 1&1 CAP LOCATED 48.82' WEST AND 23.75' NORTH OF THE S.E. CORNER OF THIS PROPERTY. ELEVATION=207.70

6. DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY IRRIGATION DISTRICT NO. 16, THE DEVELOPER WILL BE REQUIRED TO DETAIN A TOTAL OF 40.643 CUBIC FEET OR 0.933 ACRE-FEET OF STORM WATER RUNOFF. DRAINAGE DETENTION IS ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: DRAINAGE SWALE LOCATED ALONG THE NORTH AND EAST SIDE OF THIS SUBDIVISION.

7. DRAINAGE SWALE EASEMENTS NOTE:
NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE SWALE EASEMENT. LA JOYA I.S.D. SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.

8. THERE ARE NO ABRAM WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION.

9. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS, TREES AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS TO THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

10. EACH PURCHASER/S CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

11. ALL PHONE UTILITIES EASEMENTS DESIGNATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF FOUR FEET AT BOTH THE HIDALGO COUNTY MONUMENT SUBDIVISION BOUNDARY. BY SIGNING THIS PLAT DEVELOPER AND OWNER/S HEREBY SHALL ALL STATED EASEMENTS GIVEN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

12. ON-OFF-STREET PARKING LOT SITE PLAN AND DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL, SCHOOLS, INDUSTRIAL, & MULTI-FAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF THE BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER PLAN OR LIGHT CLEARANCE SHALL BE ISSUED UNTIL SAID SITE PLAN, DRAINAGE PLAN AND SEWER TREATMENT FACILITY PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

13. EASEMENT RECORDED IN VOLUME 11445, PG. 163, H.C.O.R. REFERENCED AN DEED OF SUBJECT TRACT RECORDED IN DOC. 1981811, H.C.O.R. DOES NOT AFFECT SUBJECT TRACT.

14. 5 FOOT SIDEWALK ALONG THE WEST SIDE OF ABRAM ROAD IS REQUIRED BY THE SCHOOL CONTRACTOR AT BUILDING PERMIT STAGE.

15. LA JOYA I.S.D. ELEMENTARY No. 25 SCHOOL SUBDIVISION IS BEING DESIGN FOR DISPOSAL OF INSTITUTIONAL EFFLUENT IN ACCORDANCE WITH TCEQ GUIDELINES. DEVELOPER EXPRESSES BY SIGNING THIS PLAT THAT THE DESIGN OF SAID SYSTEM MEETS ALL TCEQ REGULATIONS GOVERNING THIS TYPE OF WORK.

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.003 (3)

WE, THE UNDER SIGNED COMMITY THAT THIS PLAT OF LA JOYA I.S.D. ELEMENTARY No. 25 SCHOOL SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____.

_____ DATE _____
HIDALGO COUNTY JUDGE

ATTEST: _____ DATE _____
HIDALGO COUNTY CLERK

I, FRANK FLORES, HEREBY CERTIFY THAT THE ABRAM SPECIAL UTILITY DISTRICT HAS APPROVED THE POTABLE WATER SUPPLY FOR THE LA JOYA I.S.D. ELEMENTARY No. 25 SCHOOL SUBDIVISION. HIDALGO COUNTY, TEXAS; THE ABRAM SPECIAL UTILITY DISTRICT IS THE HOLDER OF A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY ISSUED BY THE STATE OF TEXAS TO FURNISH POTABLE WATER TO AN AREA IN HIDALGO COUNTY, TEXAS, THAT INCLUDES THIS SUBDIVISION, AND IS THEREFORE OBLIGATED TO SERVE THIS SUBDIVISION WITH POTABLE WATER TO THE EXTENT REQUIRED BY THE LAWS OF THE STATE OF TEXAS. THE ABRAM SPECIAL UTILITY DISTRICT AGREES THAT IT WILL PROVIDE WATER TO THIS SUBDIVISION IF THE WATER LINES AND ALL OF THE INFRASTRUCTURE REQUIREMENTS FOR THE SUBDIVISION ARE MET, AND IF WATERS ARE LAWFULLY AVAILABLE FOR THIS PURPOSE UPON COMPLETION OF THE WATER FACILITIES SHOWN ON THE PLAT OF THE SUBDIVISION.

_____
MR. FRANK FLORES, GENERAL MANAGER
ABRAM SPECIAL UTILITY DISTRICT

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
IRRIGATION DISTRICT NO. 16

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT #16 SUBJECT TO THE CONDITION THAT IF IRRIGATION FROM SAME SUBDIVISION IS REQUIRED TO THE INDIVIDUAL LOTS IN SAID SUBDIVISION, PROVISION SHALL BE MADE FOR APPROPRIATE EASEMENTS FOR THE INSTALLATION OF NECESSARY IRRIGATION FACILITIES TO SUCH LOTS FROM THE CLOSEST WATER DISTRICT DELIVERY POINT AND IT SHALL BE THE RESPONSIBILITY OF THE OWNERS OF THE PROPERTY TO INSTALL AND MAINTAIN SUCH NECESSARY FACILITIES.

HIDALGO COUNTY IRRIGATION DISTRICT #16 RIGHT OF WAY AND EASEMENT LANGUAGE

1. ALL IRRIGATION EASEMENTS ARE EXCLUSIVE TO HIDALGO COUNTY IRRIGATION DISTRICT NO. 16, AND THE DISTRICT ALLOWS NO OTHER ENTITIES ON USE WITHOUT EXPRESS APPROVAL.

2. NO UTILITY COMPANY OR OTHER PERSON IS ALLOWED TO CROSS ABOVE OR BELOW GROUND ANY DISTRICT EASEMENT OR RIGHT OF WAY WITH LINES, PIPES, OR OTHER DEVICES OR STRUCTURES UNLESS A WRITTEN PERMIT FROM THE DISTRICT.

3. NO PERMANENT STRUCTURES, (BUILDINGS, FENCES OR SHRUBBERY) OF ANY CONSTRUCTIONS MAY BE ALLOWED TO BE CONSTRUCTED OR PLACED ON ANY DISTRICT EASEMENT OR RIGHT OF WAY WITHOUT WRITTEN APPROVAL BY THE DISTRICT. ANY UNAUTHORIZED CONSTRUCTION BY THE OWNER/S OR HEIRS IS SUBJECT TO REMOVAL.

4. NO UTILITY COMPANY OR OTHER PERSON IS ALLOWED TO CONNECT TO ANY DISTRICT FACILITY WITHOUT FIRST OBTAINING A PERMIT FROM THE HIDALGO COUNTY IRRIGATION DISTRICT #16. ANY CONNECTIONS NOT APPROVED BY THE DISTRICT IS SUBJECT TO REMOVAL.

DATED THIS THE _____ DAY OF _____, 20____

_____
PRESIDENT

ATTEST _____
SECRETARY

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED COUNTY THAT THIS PLAT OF LA JOYA I.S.D. ELEMENTARY No. 25 SCHOOL SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT-OF-WAY DEPARTMENT ON _____.

_____ DATE _____
HIDALGO COUNTY RIGHT OF WAY DIRECTOR

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEX. WATER CODE §49.211 (c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____

Maps Of: SUBDIVISION DATE: 10-8-08
SURVEYED, CHECKED _____ DATE _____
FINAL CHECK _____ DATE _____

MELDEN & HUNT INC
CONSULTANTS - ENGINEERS - SURVEYORS
115 W. McINTYRE 227 N. FM. 3167
EDINBURG, TX 78541 MISSION, TX 78572
PH: (956) 381-0981 PH: (956) 581-8536
FAX: (956) 381-1839 FAX: (956) 686-8761
ESTABLISHED 1947 www.meldenhunt.com

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	DR. HUGH T. BOHANNAN	220 E. EXPRESSWAY 83	LA JOYA, TX 78560	956-580-7000	956-580-5444
ENGINEER:	FRED L. KURTH	115 W. McINTYRE	EDINBURG, TX 78539	(956) 381-0981	(956) 381-1839
SURVEYOR:	FRED L. KURTH	115 W. McINTYRE	EDINBURG, TX 78539	(956) 381-0981	(956) 381-1839

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, DR. HUGH T. BOHANNAN, SUPERINTENDENT OF THE BOARD, OWNER OF THE TRACT OF LAND DESCRIBED WITHIN THE PROPOSED LA JOYA I.S.D. ELEMENTARY No. 25 SCHOOL SUBDIVISION, SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREETS, PARK AND EASEMENTS SHOWN HEREON.
I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 212.010 AND THAT

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS ON SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS RECITED IN THIS PLAT ARE TRUE AND COMPLETE.

_____ DATE _____
LA JOYA INDEPENDENT SCHOOL DISTRICT
DR. HUGH T. BOHANNAN, SUPERINTENDENT
220 E. EXPRESSWAY 83
LA JOYA, TEXAS 78560

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED DR. HUGH T. BOHANNAN,
PROVED TO ME THROUGH HIS TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVERS LICENSE, TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 20__

_____
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES

STATE OF TEXAS
COUNTY OF HIDALGO

I, FRED L. KURTH, A REGISTERED PROFESSIONAL LAND SURVEYOR AND LICENSED PROFESSIONAL ENGINEER IN TEXAS, HEREBY CERTIFY THAT THE ABOVE PLAT AND DESCRIPTION OF THE LA JOYA I.S.D. ELEMENTARY No. 25 SCHOOL SUBDIVISION, WERE PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON 09-26-08 AND THAT ONE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT AND IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION.

FRED L. KURTH, RPE # 54151 RPLS # 4750
DATE SURVEYED: 09-09-08
DATE PREPARED: 09-26-08
P- 853 JOB No. 080843.30
JOB No. S:\R...\080843.ST

FRED L. KURTH
54151
LICENSED
PROFESSIONAL
ENGINEER

FRED L. KURTH
4750
REGISTERED
PROFESSIONAL
LAND SURVEYOR

THIS PLAT OF LA JOYA I.S.D. No. 25 SCHOOL SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MISSION, TEXAS AND IS HEREBY APPROVED BY SUCH COMMISSION.

ON THIS THE _____ DAY OF _____, 20____

_____
CHAIRMAN

CITY OF MISSION
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 212.0065(c) AND § 212.0065

WE, THE UNDER SIGNED COMMITY THAT THIS PLAT OF LA JOYA I.S.D. ELEMENTARY No. 25 SCHOOL SUBDIVISION WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MISSION ON _____.

_____ DATE _____
MAYOR OF THE CITY MISSION

ATTEST: _____ DATE _____
SECRETARY OF THE CITY OF MISSION

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
DEPUTY/COUNTY REGISTER
RECORDED IN VOLUME _____ PAGE _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: _____ DEPUTY

REVISION NOTES

SHEET 1 OF 3 SHEETS

NO.	SHEET	REVISION	DATE	APPROVED

H:\SURVEY\080843\DWG\PLAT & SITE PLAN.dwg, 12/9/2008 10:39:37 AM, DRH

PLANNING DEPARTMENT
County Of Hidalgo

Raul E. Sesin, P.E., CFM
PLANNING ADMINISTRATOR

TO: Judge Juan D. Salinas III
County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: December 17, 2008

RE: **Carolina No. 1 Subdivision – Pct. 3**
Preliminary Approval

Carolina No. 1 Subdivision is a nine (9) lot subdivision located on the Southwest corner of Texan Road and Mile 4 North Road.

The proposed Subdivision lies within the City of Mission E.T.J.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on October 02, 2006. The proposed subdivision lies within a Zone "X" as per FEMA's FIRM.

The proposed subdivision plat will dedicate twenty (20) feet on Mile 4 North Road and ten (10) feet on Texan Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Sewer Services will be provided by OSSF. Soil Analysis Test were conducted by Juan Pena and approved by the Hidalgo County Environmental Health Department.

Water Services will be provided by La Joya Water Supply Corporation. There is an existing eight (8) inch waterline on Texan Road that will serve as the primary source of water for the proposed development.

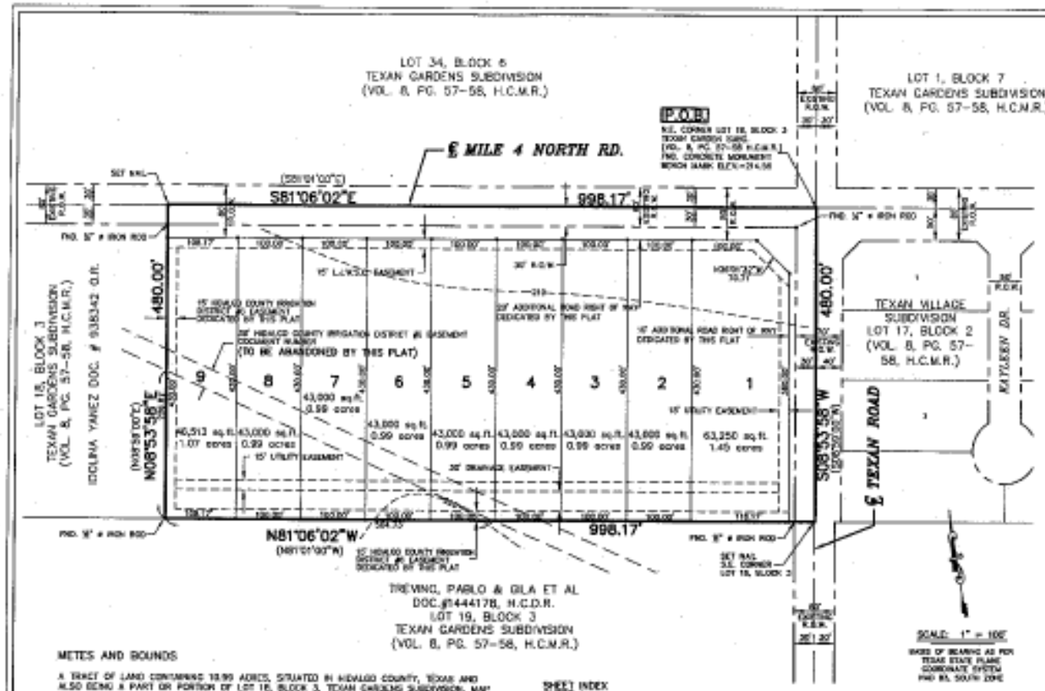
The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code. Staff comments are attached for your review.

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **December 16, 2008** subject to staff comments, future recommendations by Planning and other departments and the approval from the City of Mission.

LOG OF ITEMS LACKING DURING SUBDIVISION REVIEW

Name of Subdivision: **Carolina No.1 3rd Review** **Page** 1 of 1

Item Log	*DESCRIPTION OF ITEMS:* *Plat is subject to additional comments from Planning, Right of Way, Health and HCDD No. 1 prior to consideration for final approval.*	Date	Initials
		12-11-08	JRT
A	**2ND SHEET COMMENTS:** Correct subdivider certificate and statement to coincide with the OSSF engineering report. (see attachment)		
B	All amounts stated on water engineering reports need to coincide with engineers final construction cost estimate and 30 year letter from L.J.W.S.C.		
	For future reference you can log into our new website www.co.hidalgo.tx.us "planning department", there you will find general information on subdivision plating requirements.		



METES AND BOUNDS

A TRACT OF LAND CONTAINING 10.99 ACRES, SITUATED IN HIDALGO COUNTY, TEXAS AND ALSO BEING A PART OR PORTION OF LOT 18, BLOCK 3, TEXAN GARDENS SUBDIVISION, MAP REFERENCE: VOLUME 8, PAGE 57-58, H.C.M.R. AND SAID 10.68 ACRES OF LAND ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

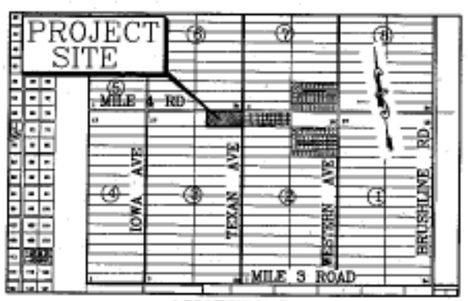
BEGINNING ON A CONCRETE MONUMENT FOUND ON THE NORTHEAST CORNER OF SAID LOT 18 BLOCK 3 AND THE INTERSECTION OF MILE 4 NORTH ROAD AND TEXAN ROAD, FOR THE NORTHEAST CORNER OF THIS TRACT AND THE POINT OF BEGINNING;

THENCE, S 00° 53' 58" W (S 00° 58' 00" W), ALONG THE EAST LINE OF SAID LOT 18 AND THE CENTER LINE OF SAID TEXAN ROAD, A DISTANCE OF 480.00 FEET TO A NAIL SET, FOR THE SOUTHEAST OF LOT 18 AND THE CORNER OF THIS TRACT;

THENCE, N 81° 06' 02" W (N 81° 01' 00" W), AT A DISTANCE OF 30.00 FEET PASS A ½" IRON ROD FOUND ON THE WEST RIGHT-OF-WAY OF SAID TEXAN ROAD, CONTINUING A TOTAL DISTANCE OF 998.17 FEET TO A ½" IRON ROD FOUND ON THE SOUTHEAST CORNER OF A TRACT DEEDED TO EDELINA YANEZ, RECORDED IN DOCUMENT NO. 938342, H.C.D.R., FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE, N 00° 53' 58" E (N 00° 58' 00" E), ALONG THE EAST LINE OF SAID YANEZ TRACT, AT A DISTANCE OF 450.00 FEET PASS A ½" IRON ROD FOUND ON THE SOUTH RIGHT-OF-WAY LINE OF SAID MILE 4 NORTH ROAD AND CONTINUING A TOTAL DISTANCE OF 480.00 FEET TO A NAIL SET ON THE CENTER LINE OF SAID MILE 4 NORTH ROAD, FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE, S 81° 06' 02" E, (S 81° 01' 00" E), ALONG THE CENTER LINE OF SAID MILE 4 NORTH ROAD, A DISTANCE OF 998.17 FEET TO THE POINT OF BEGINNING, CONTAINING 10.99 ACRES OF LAND, OF WHICH 0.68 OF ONE ACRE LIES IN THE RIGHT-OF-WAY OF SAID MILE 4 NORTH ROAD AND 0.31 OF ONE ACRE LIES IN THE RIGHT-OF-WAY OF TEXAN ROAD, LEAVING A NET OF 10.00 ACRES OF LAND, MORE OR LESS.



SHEET INDEX
SHEET 1

DATE, NORTH ARROW, MAIN SCALE, HEADING, LEGAL DESCRIPTION, E.T.J. AND LOCATION MAP, PRINCIPAL CONTACTS, INDEX, PROPOSED AND EXISTING SUBDIVISION LAYOUTS, METES AND BOUNDS, PLAT NOTES, RESTRICTIONS, OWNER DEDICATION, CERTIFICATION AND ATTESTATION, NOTARY PUBLIC, SURVEYOR'S CERTIFICATE, ENGINEER'S CERTIFICATE, DRAINAGE DISTRICT DEDICATION, IRRIGATION DISTRICT DEDICATION, COUNTY CERTIFICATE, COUNTY CLERK'S RECORDING CERTIFICATE, CITY OF MISSION CERTIFICATION, HIDALGO COUNTY M.D.W. CERTIFICATE, HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATE, REVISION NOTES, DESCRIPTION OF LOCATION SUBDIVISION WITH RESPECT TO E.T.J. OF A MUNICIPALITY AND DESIGNATED PRECINCT WHERE THE PROJECT IS SITUATED.

SHEET 2
FINAL ENGINEERING REPORT INCLUDING DESCRIPTION OF THE WATER AND OSSF LAYOUTS, AND THE ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSIONS). SUBDIVIDER CERTIFICATE AND STATEMENT.

SHEET 3
DRAINAGE REPORT INCLUDING THE DESCRIPTION OF DRAINAGE, TOPOGRAPHIC MAP, THE ENGINEER'S DRAINAGE CERTIFICATION, CONSTRUCTION DETAILS AND COST ESTIMATE CHART.

STATE OF TEXAS
COUNTY OF HIDALGO

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE 49.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____

_____

STATE OF TEXAS
COUNTY OF HIDALGO

I, FRANK FLORES, GENERAL MANAGER OF THE LA JOYA WATER SUPPLY CORPORATION HEREBY CERTIFY THAT THE LA JOYA WATER SUPPLY CORPORATION HAS APPROVED THE POTABLE WATER SUPPLY FOR CAROLINA SUBDIVISION No.1, HIDALGO COUNTY, TEXAS. THE LA JOYA WATER SUPPLY CORPORATION IS THE HOLDER OF A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY ISSUED BY THE STATE OF TEXAS TO FURNISH POTABLE WATER TO AN AREA IN HIDALGO COUNTY, TEXAS, THAT INCLUDES THIS SUBDIVISION, AND IS PRESENTLY OBLIGATED TO SERVE THIS SUBDIVISION WITH POTABLE WATER TO THE EXTENT REQUIRED BY THE LAWS OF THE STATE OF TEXAS. THE LA JOYA WATER SUPPLY CORPORATION AGREES THAT IT WILL PROVIDE WATER TO THE SUBDIVISION AT THE TIME WHEN ALL OF THE INFRASTRUCTURE REQUIREMENTS FOR THE SUBDIVISION ARE MET. WATER METERS ARE IMMEDIATELY AVAILABLE FOR THIS PURPOSE UPON COMPLETION OF THE WATER FACILITIES SHOWN ON THE PLAT OF THE SUBDIVISION.

_____
FRANK FLORES, GENERAL MANAGER
LA JOYA WATER SUPPLY CORPORATION

GENERAL PLAT NOTES & RESTRICTIONS:

1. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONES "X"
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN
COMMUNITY-PANEL NO. 480334 0050 D
EFFECTIVE DATE: JUNE, 06, 2000
THE AREAS WITHIN NON BY THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN.
COMMUNITY-PANEL NO. 480334 0033 D EFFECTIVE DATE: MAY 17, 2001 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATION ADDRESS NO OTHER AREA WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN. CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).
2. SETBACKS:
FRONT: 50.00 FEET MILE 4 ROAD
REAR: 50.00 FEET OR GREATER FOR EASEMENT
SIDE: 15.00 FEET
CORNER SIDE: 15.00 FEET (25.00 FEET FOR LOT 1)
CORNER GARAGE SIDE: 20.00 FEET (LOT 1)
GARAGE FRONT: 50.00 FEET
CORNER SIDE WHERE R.O.W. IS GREATER THAN 30.00 FEET: 10.00 FEET
3. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT
4. MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTERLINE OF PAVEMENT, OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER.
ELEVATION CERTIFICATES MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
5. BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS: NORTHEAST CORNER OF LOT 18, BLOCK 3 TEXAN GARDEN SUBDIVISION, AND THE CENTERLINE INTERSECTION OF MILE 4 NORTH ROAD AND TEXAN ROAD.
(1) DAI, TOP OF CONCRETE MONUMENT LOCATED AT THE CENTERLINE INTERSECTION OF MILE 4 NORTH ROAD AND TEXAN ROAD.
ELEVATION = 214.58 (NAD 88 SOUTH ZONE)
6. DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO RETAIN A TOTAL OF 41,888 CUBIC FEET (1.89 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: THIS DETENTION WILL BE ACCOMPLISHED WITHIN THE DRAINAGE SWALES LOCATED AT THE REAR OF EVERY LOT. THIS SUBDIVISION WILL CONSTRUCT APPROXIMATELY 930 LINEAR FEET OF SWALES AT THE REAR OF THE LOTS FOR THE TOTAL DETENTION VOLUME OF 41,812 CUBIC FEET. THE PROPOSED SWALES WILL HAVE A TOP DIMENSION OF 20 FEET AND A BOTTOM DIMENSION OF 5 FEET WITH AN AVERAGE DEPTH OF 2.5 FEET.
7. DRAINAGE SWALE EASEMENTS NOTE:
NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY SWALES OR UTILITY EASEMENTS. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION AND MAINTENANCE OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.
8. ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE AND MULTIFAMILY
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT
D. SOIL ANALYSES HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCEPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT.
E. "OSSF" PERMIT IS REQUIRED PRIOR OF OCCUPYING A LOT.
9. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.
10. JUAN JOSE PEÑA JR. THE OWNER & SUBDIVIDER OF CAROLINA SUBDIVISION No.1, RESERVES AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 3 OF THIS PLAT.
11. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS TO THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
12. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
13. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES.
14. CENTRAL POWER AND LIGHT CO. IS HEREBY GRANTED AN EASEMENT AND RIGHT-OF-WAY ON EACH LOT IN SAID SUBDIVISION FOR AN UNDERGROUND ELECTRIC SERVICE LATERAL TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH PURPOSE AT THE POINT LOCATION WHERE SUCH SERVICE LATERAL IS TO BE OR IS INSTALLED AND MAINTAINED FROM TIME TO TIME.
15. NO SIDEWALK IS REQUIRED ON THIS PLAT.
16. 1/2" DIAMETER IRON RODS SET AT ALL LOT CORNERS.
17. FIRE HYDRANTS INSTALLED WITHIN THE CORPORATION'S DISTRIBUTION SYSTEM ARE PROVIDED AT THE CONVENIENCE OF THE CORPORATION AND DO NOT IMPLY ANY RESPONSIBILITY ON THE PART OF THE CORPORATION TO MEET FIRE FLOW REQUIREMENTS
18. ALL IRRIGATION EASEMENTS ARE EXCLUSIVE TO UNITED IRRIGATION DISTRICT, AND THE DISTRICT ALLOWS NO OTHER UTILITIES OR USE WITHOUT EXPRESS APPROVAL.
19. NO UTILITY COMPANY OR OTHER PERSON IS ALLOWED TO CROSS ABOVE OR BELOW GROUND ANY DISTRICT EASEMENT OR RIGHT OF WAY WITH LINES, POLES, OPEN DITCHES OR OTHER USE WITHOUT FIRST OBTAINING A CROSSING PERMIT FROM THE DISTRICT.
20. NO PERMANENT STRUCTURE, (EXAMPLE, FENCES OR DRIVEWAY OF ANY CONSTRUCTION) WILL BE ALLOWED TO BE CONSTRUCTED OR ERECT ON ANY DISTRICT EASEMENT OR RIGHT OF WAY WITHOUT WRITTEN APPROVAL BY THE DISTRICT. ANY UNAUTHORIZED STRUCTURE IN THE EASEMENT AREA IS SUBJECT TO REMOVAL.
21. NO UTILITY COMPANY OR OTHER PERSON IS ALLOWED TO CONNECT ANY DISTRICT FACILITY WITHOUT FIRST OBTAINING A PERMIT FROM THE IRRIGATION DISTRICT. ANY CONNECTION NOT AUTHORIZED BY THE DISTRICT IS SUBJECT TO REMOVAL.
22. NO UTILITY COMPANY OR OTHER PERSON IS ALLOWED TO CONNECT ANY DISTRICT FACILITY WITHOUT FIRST OBTAINING A PERMIT FROM THE
23. AN OFF-STREET PARKING LOT SITE PLAN AND DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL, INDUSTRIAL, AND MULTI-FAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCE SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND COST PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.
25. LOT 1 SHALL NOT HAVE ACCESS/DRIVEWAY ONTO TEXAN ROAD, UNLESS SAID LOTS IS DESIGNATED FOR COMMERCIAL USE. LOCATION OF ACCESS/DRIVEWAY SHALL BE SHOWN ON THE SITE PLAN AS PER NOTE 22 AND ARE SUBJECT TO APPROVAL FROM THE HIDALGO COUNTY PLANNING DEPARTMENT.

CITY OF MISSION
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE §§212.0065(c)

I, THE UNDERSIGNED, MAYOR TO THE CITY OF MISSION HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

MAYOR, CITY OF MISSION — ATTEST: CITY SECRETARY
DATE: _____

THIS SUBDIVISION PLAT OF CAROLINA No. 1 SUBDIVISION, HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION OF THE CITY OF MISSION, TEXAS, AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS _____ DAY OF _____, 2008 A.D.

CHAIRMAN, PLANNING & ZONING COMMISSION

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF CAROLINA No. 1 SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____, 2008

HIDALGO COUNTY RIGHT OF WAY DIRECTOR — DATE

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF CAROLINA No. 1 SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, 2008

HIDALGO COUNTY ASSISTANT CHIEF INSPECTION — DATE

FILE FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
RECORDED IN VOLUME _____ PAGE _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: _____ DEPUTY

SUBDIVISION PLAT OF
CAROLINA No.1 SUBDIVISION

A TRACT OF LAND CONTAINING 10.99 ACRES, SITUATED IN HIDALGO COUNTY, TEXAS AND ALSO BEING A PART OR PORTION OF LOT 18, BLOCK 3, TEXAN GARDENS SUBDIVISION, MAP REFERENCE: VOLUME 8, PAGE 57-58, HIDALGO COUNTY MAP RECORDS.

COUNTY OF HIDALGO

I, JUAN JOSE PEÑA, JR. AS OWNER OF THE 10.99 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED CAROLINA No. 1 SUBDIVISION HEREBY THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREETS, PARKS, AND EASEMENTS SHOWN HEREON I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §212.001 AND THAT:
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET THE MINIMUM REQUIREMENTS OF THE STATE STANDARD;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS;
I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AN COMPLETE.

_____ DATED: _____
OWNER: JUAN JOSE PEÑA, JR.
P.O. BOX 564
MISSION, HIDALGO COUNTY, TEXAS 78572

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARD JUAN JOSE PEÑA, JR. KNOWN TO ME OT THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR PURPOSES AND CONSIDERATION THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 2008 A.D.

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES _____

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF THE CAROLINA No. 1 SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT

ON THIS THE _____ DAY _____, 2008 A.D.

_____
HIDALGO COUNTY JUDGE — DATE

ATTEST: _____
HIDALGO COUNTY CLERK — DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, JAVIER HINOJOSA, I LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT

_____
JAVIER HINOJOSA, P.E.
LICENSED PROFESSIONAL ENGINEER NO. 74808

STATE OF TEXAS
COUNTY OF HIDALGO

I, CARLOS VASQUEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE MAP ON THIS SHEET SHOWING THE LOTS, EASEMENTS AND STREETS OF CAROLINA SUBDIVISION No.1 AND ITS METES AND BOUNDS DESCRIPTION WERE PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON 11-02-2007

_____
CARLOS VASQUEZ, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR No. 4698
CVS LAND SURVEYORS, LLC
517 BEAUMONT AVENUE
MCALLEN, TEXAS 78501
(956) 618-1501 — DATE SURVEYED: NOV. 2, 2007

THIS PLAT IS HEREBY APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT #6 SUBJECT TO THE CONDITION THAT IF IRRIGATION SAID SUBDIVISION IS DESIRED TO THE INDIVIDUAL LOTS IN SAID SUBDIVISION, PROVISION SHALL BE MADE FOR APPROPRIATE EASEMENT FOR THE INSTALLATION OF NECESSARY IRRIGATION FACILITIES TO SUCH LOTS FROM THE CLOSEST WATER DISTRICT DELIVERY POINT, AND IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF THE PROPERTY TO INSTALL AND MAINTAIN SUCH NECESSARY FACILITIES.

DATED THIS THE _____ DAY OF _____, 2008.

ATTEST: _____ — _____ PRESIDENT

_____ SECRETARY

PRINCIPAL CONTACTS:

NAME	ADDRESS	CITY & ZIP	PHONE #/FAX#
OWNER: JUAN JOSE PEÑA JR.	P.O. BOX 564	MISSION, TX 78572	327-3210/583-6868
ENGINEER: JAVIER HINOJOSA, PE	419 E. DOVE AVENUE	MCALLEN, TX 78504	668-1568/994-8102
SURVEYOR: CARLOS VASQUEZ, RPLS	517 BEAUMONT AVE.	MCALLEN, TX 78501	618-1501/618-1647

LOCATION OF THE SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY

CAROLINA No.1 SUBDIVISION IS LOCATED IN PRECINCT 3 OF HIDALGO COUNTY, AT THE SOUTH WEST CORNER OF THE INTERSECTION OF MILE 4 NORTH ROAD AND TEXAN ROAD. THE NEAREST MUNICIPALITY IS THE CITY OF MISSION. ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF MISSION, POPULATION OF 63,272, CAROLINA RESIDENTIAL SUBDIVISION No.1 IS LOCATED APPROXIMATELY 4 MILES FROM THE CITY LIMITS. IT IS NOT WITHIN THE CITY'S TWO MILE EXTRA TERRITORIAL JURISDICTION (E.T.J.). UNDER LOCAL GOVERNMENT §42.021. BUT IT IS WITHIN THE CITY'S FIVE MILE EXTRA TERRITORIAL JURISDICTION UNDER LOCAL GOVERNMENT CODE §212.001.

DATE OF PREPARATION: SEPTEMBER, 2008 — DRAWN BY: P. GONZALEZ, A. SAUNA

JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
419 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 668-1568
jhinkiv@rgv.rr.com

REVISIONS

SHEET NO. 1 OF 3

PLANNING DEPARTMENT
County Of Hidalgo

Raul E. Sesin, P.E., CFM
PLANNING ADMINISTRATOR

TO: Judge Juan D. Salinas III
County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: December 17, 2008

RE: **Carolina No. 2 Subdivision – Pct. 3**
Preliminary Approval

Carolina No. 2 Subdivision is a twelve (12) lot subdivision located on the Northeast corner of Texan Road and Mile 4 North Road.

The proposed Subdivision lies within the City of Mission E.T.J.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on October 02, 2008. The proposed subdivision lies within a Zone "X" as per FEMA's FIRM.

The proposed subdivision plat will dedicate ten (10) feet on Texan Road and twenty (20) feet on Mile 4 Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Sewer Services will be provided by OSSF. Soil Analysis Test were conducted by Juan Pena and approved by the Hidalgo County Environmental Health Department.

Water Services will be provided by La Joya Water Supply Corporation. There is an existing eight (8) inch waterline on Texan Road that will serve as the primary source of water for the proposed development.

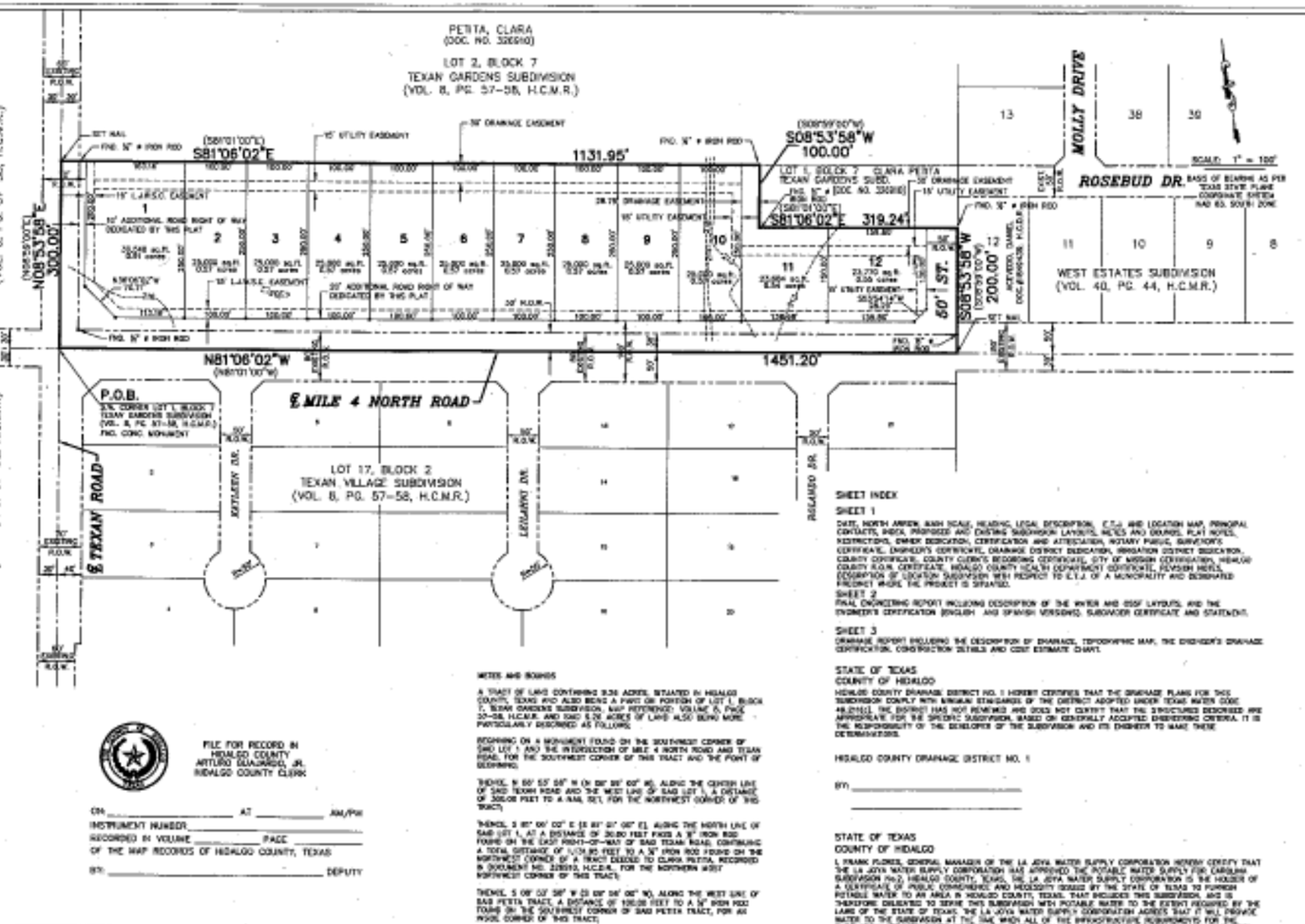
The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code. Staff comments are attached for your review.

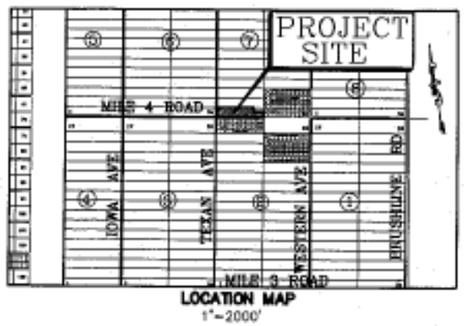
The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **December 16, 2008** subject to staff comments, future recommendations by Planning and other departments and the approval from the City of Mission.

LOG OF ITEMS LACKING DURING SUBDIVISION REVIEW

Name of Subdivision: **Carolina No.2 3rd Review** **Page** 1 of 1

Item Log	*DESCRIPTION OF ITEMS:* *Plat is subject to additional comments from Planning, Right of Way, Health and HCDD No. 1 prior to consideration for final approval.*	Date	Initials
		12-09-08	JRT
A	**2nd SHEET COMMENTS:** Provide correct wording description for subdivider certifying the installation of the septic tanks.		
B	Provide water line crossing permit from the Hidalgo County ROW department prior to subdivision preliminary approval.		
C	**3rd SHEET COMMENTS:** Provide 1/3 escrow for un paved Texan Rd and N.O.I. application approved by TCEQ.		
D	Extend topography elevation at 500 feet north of subdivision property.		
E	Submit engineers final construction cost estimate prior to final approval.		
F	Provide street cross section detail for 50ft Street to comply with Hidalgo County specifications.		
G	Provide culvert with safety ends for proposed 50ft street.		





DATE OF PREPARATION: SEPTEMBER, 2008 DRAWN BY: P. GONZALEZ, A. GAUNA

JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
416 E. DOVE AVENUE MCALLEN, TEXAS 78504
PHONE (956) 668-1088
javihe@rgv.rr.com

FILE FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
RECORDED IN VOLUME _____ PAGE _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: _____ DEPUTY

NOTES AND BOUNDS

A TRACT OF LAND CONTAINING 9.26 ACRES, SITUATED IN HIDALGO COUNTY, TEXAS AND ALSO BEING A PART OR PORTION OF LOT 1, BLOCK 7, TEXAN GARDENS SUBDIVISION, MAP REFERENCED: VOLUME 8, PAGE 57-58, H.C.M.R. AND SAID 9.26 ACRES OF LAND ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING ON A MONUMENT FOUND ON THE SOUTHEAST CORNER OF SAID LOT 1 AND THE INTERSECTION OF MILE 4 NORTH ROAD AND TEXAN ROAD, FOR THE SOUTHEAST CORNER OF THIS TRACT AND THE POINT OF BEGINNING;

THENCE, N 89° 53' 58" W (N 89° 59' 60" W), ALONG THE CENTER LINE OF SAID TEXAN ROAD AND THE WEST LINE OF SAID LOT 1, A DISTANCE OF 300.00 FEET TO A NAIL SET, FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE, S 81° 06' 02" E (S 81° 01' 00" E), ALONG THE NORTH LINE OF SAID LOT 1, AT A DISTANCE OF 30.00 FEET PASS A ½" IRON ROD FOUND ON THE EAST RIGHT-OF-WAY OF SAID TEXAN ROAD, CONTINUING A TOTAL DISTANCE OF 1,131.95 FEET TO A ½" IRON ROD FOUND ON THE NORTHWEST CORNER OF A TRACT DEEDED TO CLARA PEÑA, RECORDED IN DOCUMENT NO. 326910, H.C.D.R., FOR THE NORTHERN MOST NORTHEAST CORNER OF THIS TRACT;

THENCE, S 08° 53' 58" W (S 08° 59' 60" W), ALONG THE WEST LINE OF SAID PEÑA TRACT, A DISTANCE OF 100.00 FEET TO A ½" IRON ROD FOUND ON THE SOUTHWEST CORNER OF SAID PEÑA TRACT, FOR AN INNER CORNER OF THIS TRACT;

THENCE, S 81° 06' 02" E (S 81° 01' 00" E), ALONG THE SOUTH LINE OF SAID PEÑA TRACT, A DISTANCE OF 319.24 FEET TO A ½" IRON ROD FOUND ON THE WEST LINE OF WEST ESTATES SUBDIVISION, RECORDED IN VOLUME 40, PAGE 44, H.C.M.R., FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE, S 08° 53' 58" W (S 08° 59' 60" W), ALONG THE WEST LINE OF SAID WEST ESTATES SUBDIVISION, AT A DISTANCE OF 170.00 FEET PASS A ½" IRON ROD FOUND ON THE NORTH RIGHT-OF-WAY LINE OF SAID MILE 4 NORTH ROAD, CONTINUING A TOTAL DISTANCE OF 200.00 FEET TO A NAIL SET ON THE CENTER LINE OF SAID MILE 4 NORTH ROAD AND THE SOUTH LINE OF SAID LOT 1, FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE, N 81° 06' 02" W (N 81° 01' 00" W), ALONG THE CENTER LINE OF SAID MILE 4 NORTH ROAD AND THE SOUTH LINE OF SAID LOT 1, AT A DISTANCE OF 1,421.20 FEET PASS THE EAST RIGHT-OF-WAY LINE OF SAID TEXAN ROAD, AND CONTINUING A TOTAL DISTANCE OF 1,451.20 FEET TO THE POINT OF BEGINNING, CONTAINING 9.26 ACRES OF LAND, OF WHICH 0.86 OF ONE ACRE LIES IN THE RIGHT-OF-WAY OF SAID MILE 4 NORTH ROAD AND 0.16 OF ONE ACRE LIES IN THE RIGHT-OF-WAY OF TEXAN ROAD, LEAVING A NET OF 8.08 ACRES OF LAND, MORE OR LESS.

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF CAROLINA No. 2 SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____, 2008

HIDALGO COUNTY RIGHT OF WAY DIRECTOR _____ DATE

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF CAROLINA No. 2 SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, 2008

HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR _____ DATE

SHEET INDEX

SHEET 1
DATE, NORTH ARROW, BAR SCALE, HEADING, LEGAL DESCRIPTION, E.T.J. AND LOCATION MAP, PRINCIPAL CONTACTS, AREAS, PROPOSED AND EXISTING SUBDIVISION LAYOUTS, NOTES AND BOUNDS, PLAT NOTES, RESTRICTIONS, OWNER DEDICATION, CERTIFICATION AND ATTESTATION, NOTARY PUBLIC, SURVEYOR'S CERTIFICATE, ENGINEER'S CERTIFICATE, DRAINAGE DISTRICT DEDICATION, IRRIGATION DISTRICT DEDICATION, COUNTY CERTIFICATE, COUNTY CLERK'S RECORDING CERTIFICATE, CITY OF MISSION CERTIFICATION, HIDALGO COUNTY R.O.W. CERTIFICATE, HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATE, REVISION NOTES, DESCRIPTION OF LOCATION SUBDIVISION WISH RESPECT TO E.T.J. OF A MUNICIPALITY AND DESIGNATED PRECINCT WHERE THE PROJECT IS SITUATED.

SHEET 2
FINAL ENGINEERING REPORT INCLUDING DESCRIPTION OF THE WATER AND OSSF LAYOUTS, AND THE ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSIONS), SUBDIVIDER CERTIFICATE AND STATEMENT.

SHEET 3
DRAINAGE REPORT INCLUDING THE DESCRIPTION OF DRAINAGE, TOPOGRAPHIC MAP, THE ENGINEER'S DRAINAGE CERTIFICATION, CONSTRUCTION DETAILS AND COST ESTIMATE CHART.

STATE OF TEXAS
COUNTY OF HIDALGO

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE 49.211(c), THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____

STATE OF TEXAS
COUNTY OF HIDALGO

I, FRANK FLORES, GENERAL MANAGER OF THE LA JOYA WATER SUPPLY CORPORATION HEREBY CERTIFY THAT THE LA JOYA WATER SUPPLY CORPORATION HAS APPROVED THE POTABLE WATER SUPPLY FOR CAROLINA SUBDIVISION (No.) HIDALGO COUNTY, TEXAS. THE LA JOYA WATER SUPPLY CORPORATION IS THE HOLDER OF A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY ISSUED BY THE STATE OF TEXAS TO FURNISH POTABLE WATER TO AN AREA IN HIDALGO COUNTY, TEXAS, THAT INCLUDES THIS SUBDIVISION, AND IS THEREFORE OBLIGATED TO SERVE THIS SUBDIVISION WITH POTABLE WATER TO THE EXTENT REQUIRED BY THE LAWS OF THE STATE OF TEXAS. THE LA JOYA WATER SUPPLY CORPORATION AGREES THAT IT WILL PROVIDE WATER TO THE SUBDIVISION AT THE TIME WHEN ALL OF THE INFRASTRUCTURE REQUIREMENTS HAVE BEEN COMPLETED AND MET, WATER METERS ARE IMMEDIATELY AVAILABLE FOR THIS PURPOSE UPON COMPLETION OF THE WATER FACILITIES SHOWN ON THE PLAT OF THE SUBDIVISION.

FRANK FLORES, GENERAL MANAGER
LA JOYA WATER SUPPLY CORPORATION

CITY OF MISSION
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE §212.0065(a)

I, THE UNDERSIGNED, MAYOR TO THE CITY OF MISSION HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN ANY APPROVAL IS REQUIRED.

MAYOR, CITY OF MISSION _____ ATTEST: CITY SECRETARY
DATE: _____

THIS SUBDIVISION PLAT OF CAROLINA No. 2 SUBDIVISION, HAS BEEN SUBMITTED AND WAS CONSIDERED BY THE PLANNING COMMISSION OF THE CITY OF MISSION, TEXAS, AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS _____ DAY OF _____, 2008 A.D.

CHAIRMAN - PLANNING & ZONING COMMISSION

PRINCIPAL CONTACTS:

NAME	ADDRESS	CITY & ZIP	PHONE #/FAX
OWNER: JUAN JOSE PEÑA JR.	P.O. BOX 864	MISSION, TX 78572	222-3705/583-4858
ENGINEER: JAVIER HINOJOSA, PE	416 E. DOVE AVENUE	MCALLEN, TX 78504	668-1088/994-8705
SURVEYOR: CARLOS VASQUEZ, RPLS	917 BEAUMONT AVE.	MCALLEN, TX 78501	618-1350/618-1347

LOCATION OF THE SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY

CAROLINA RESIDENTIAL SUBDIVISION No.2 IS LOCATED IN PRECINCT 3 OF HIDALGO COUNTY, AT THE NORTH EAST CORNER OF THE INTERSECTION OF MILE 4 NORTH ROAD AND TEXAN ROAD. THE NEAREST MUNICIPALITY IS THE CITY OF MISSION. ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF MISSION, POPULATION OF 63,372. CAROLINA No. 2 SUBDIVISION IS LOCATED APPROXIMATELY 5.5 MILES FROM THE CITY LIMITS. IT IS NOT WITHIN THE CITY'S TWO MILE EXTRA TERRITORIAL JURISDICTION (E.T.J.), UNDER LOCAL GOVERNMENT §42.021, BUT IT IS WITHIN THE CITY'S FIVE MILE EXTRA TERRITORIAL JURISDICTION UNDER LOCAL GOVERNMENT CODE §213.003.

GENERAL PLAT NOTES & RESTRICTIONS:

1. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONES "X"
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN
COMMUNITY-PANEL NO. 480334 0290 D
EFFECTIVE DATE: JUNE, 06, 2000
CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2. SETBACKS:
FRONT: 50.00' FEET (MILE 4 FRONT)
REAR: 45.00 FEET OR GREATER FOR EASEMENT
SIDE: 15.00 FEET
CORNER SIDE: 25.00 FEET (LOT 1)
CORNER GARAGE SIDE: 20.00 FEET
GARAGE FRONT: 50.00 FEET
CORNER SIDE WHERE F.L.U.E. IS GREATER THAN 50.00 FEET: 20.00 FEET

3. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4. MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTERLINE OF PAVEMENT OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER.
ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5. BENCHMARK NOTE:
THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS. SOUTHWEST CORNER OF LOT 1 BLOCK 7 TEXAN GARDENS SUBDIVISION AND THE CENTERLINE INTERSECTION OF MILE 4 ROAD AND TEXAN ROAD.
(1) B.M. TOP OF CONCRETE MONUMENT LOCATED AT THE CENTERLINE INTERSECTION OF MILE 4 ROAD AND TEXAN ROAD.
ELEVATION = 214.20 (NAD 83 SOUTH ZONE)

6. DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 48.876 CUBIC FEET (0.853 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: THIS DETENTION WILL BE ACCOMPLISHED WITHIN THE DRAINAGE SWALES LOCATED AT THE REAR OF EVERY LOT. THIS SUBDIVISION WILL CONSTRUCT APPROXIMATELY 1,402 LINEAR FEET OF SWALES AT THE REAR OF THE LOTS FOR THE TOTAL DETENTION VOLUME OF 51,380 CUBIC FEET. THE PROPOSED SWALES WILL HAVE A TOP DIMENSION OF 70 FEET AND A BOTTOM DIMENSION OF 33 FEET WITH AN AVERAGE DEPTH OF 3.0 FEET.

7. DRAINAGE SWALE EASEMENTS NOTE:
NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY SWALES OR UTILITY EASEMENTS. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION AND MAINTENANCE OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.

8. ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE AND MULTI-FAMILY
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D. SOIL ANALYSES HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCEPTS ANY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT.
E. "OSSF" PERMIT IS REQUIRED PRIOR OF OCCUPYING A LOT.

9. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

10. JUAN JOSE PEÑA JR., THE OWNER & SUBDIVIDER OF CAROLINA SUBD. No. 2 , HEREBY AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 3 OF THIS PLAT.

11. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS TO THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

12. EACH PURCHASER/CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

13. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF TWO TIMES AS FAR AS POSSIBLE FROM THE PROPERTY LINES, UNLESS NOTED.

14. CENTRAL POWER AND LIGHT CO. IS HEREBY GRANTED AN EASEMENT AND RIGHT-OF-WAY ON EACH LOT IN SAID SUBDIVISION FOR AN UNDERGROUND ELECTRIC SERVICE LATERAL TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH PURPOSE AT THE RIGHT LOCATION WHERE SUCH SERVICE LATERAL IS TO BE OR IS INSTALLED AND MAINTAINED FROM TIME TO TIME.

15. NO SIDEWALK IS REQUIRED ON THIS PLAT.

16. 1/2" DIAMETER IRON RODS SET AT ALL LOT CORNERS.

17. ALL IRRIGATION EASEMENTS ARE EXCLUSIVE TO UNITED IRRIGATION DISTRICT, AND THE DISTRICT ALLOWS NO OTHER UTILITIES ON USE WITHOUT EXPRESS APPROVAL.

18. NO UTILITY COMPANY OR OTHER PERSON IS ALLOWED TO CROSS, ABOVE OR BELOW GROUND ANY DISTRICT EASEMENT OR RIGHT OF WAY WITH LINES, POLES, OPEN DITCHES OR OTHER USE WITHOUT FIRST OBTAINING A CROSSING PERMIT FROM THE DISTRICT.

19. NO PERMANENT STRUCTURE, (EXAMPLE, FENCES ON DRIVEWAY OF ANY CONSTRUCTION) WILL BE ALLOWED TO BE CONSTRUCTED OR EXIST ON ANY DISTRICT EASEMENT OR RIGHT OF WAY WITHOUT WRITTEN APPROVAL BY THE DISTRICT. ANY UNAUTHORIZED STRUCTURE IN THE EASEMENT AREA IS SUBJECT TO REMOVAL.

20. NO UTILITY COMPANY OR OTHER PERSON IS ALLOWED TO CONNECT ANY DISTRICT FACILITY WITHOUT FIRST OBTAINING A PERMIT FROM THE IRRIGATION DISTRICT. ANY CONNECTION NOT AUTHORIZED BY THE DISTRICT IS SUBJECT TO REMOVAL.

22. AN OFF-STREET PARKING LOT SITE PLAN AND DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL, INDUSTRIAL AND MULTI-FAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

23. LOT 1 SHALL NOT HAVE ACCESS/DRIVEWAY ONTO TEXAN ROAD, UNLESS SAID LOTS ARE DESIGNATED FOR COMMERCIAL USE. LOCATION OF ACCESS/DRIVEWAY SHALL BE SHOWN ON THE SITE PLAN AS PER NOTE #22 AND ARE SUBJECT TO APPROVAL FROM THE HIDALGO COUNTY PLANNING DEPARTMENT.

SUBDIVISION PLAT OF
CAROLINA No. 2 SUBDIVISION

A TRACT OF LAND CONTAINING 9.26 ACRES, SITUATED IN HIDALGO COUNTY, TEXAS AND ALSO BEING A PART OR PORTION OF LOT 1, BLOCK 7, TEXAN GARDENS SUBDIVISION, MAP REFERENCE: VOLUME 8, PAGE 57-58, HIDALGO COUNTY MAP RECORDS.

COUNTY OF HIDALGO

I, JUAN JOSE PEÑA JR., AS OWNER OF THE 9.26 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED CAROLINA No. 2 SUBDIVISION, HEREBY SUBDIVIDE SAID LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DESIGNATE TO PUBLIC USE THE STREETS, PARKS, AND EASEMENTS SHOWN HEREON. I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE 212.010(b) AND THAT:
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET THE MINIMUM REQUIREMENTS OF THE STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS; AND
I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AN COMPLETE.

_____ DATE: _____
OWNER: JUAN JOSE PEÑA, JR.
P.O. BOX 864
MISSION, HIDALGO COUNTY, TEXAS 78572

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JUAN JOSE PEÑA JR. KNOWN TO ME BY THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR PURPOSES AND CONSIDERATION THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 2008 A.D.

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES _____

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(b)

WE, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF THE CAROLINA No. 2 SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT.

ON THIS THE _____ DAY _____, 2008 A.D.

_____ _____
HIDALGO COUNTY JUDGE DATE

ATTEST: _____ _____
HIDALGO COUNTY CLERK DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, JAVIER HINOJOSA, I LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

_____
JAVIER HINOJOSA, P.E.
LICENSED PROFESSIONAL ENGINEER NO. 74808

STATE OF TEXAS
COUNTY OF HIDALGO

I, CARLOS VASQUEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE MAP ON THIS SHEET SHOWING THE LOTS, EASEMENTS AND STREETS OF CAROLINA SUBDIVISION No. 2 AND ITS METES AND BOUNDS DESCRIPTION WERE PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON 10-02-2007

_____
CARLOS VASQUEZ, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR No. 4808
EVIO LAND SURVEYORS, LLC
917 BEAUMONT AVENUE
MCALLEN, TEXAS 78501
(956) 618-1350 DATE SURVEYED: NOV. 2, 2007

THIS PLAT IS HEREBY APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT #16 SUBJECT TO THE CONDITION THAT IF IRRIGATION SAID SUBDIVISION IS DESIRED TO THE INDIVIDUAL LOTS IN SAID SUBDIVISION, PROPER PROVISIONS BE MADE FOR APPROPRIATE EASEMENT FOR THE INSTALLATION OF NECESSARY IRRIGATION FACILITIES TO SUCH LOTS FROM THE CLOSEST WATER DISTRICT DELIVERY POINT, AND IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF THE PROPERTY TO INSTALL AND MAINTAIN SUCH NECESSARY FACILITIES.

DATED THIS THE _____ DAY OF _____, 2008.

ATTEST: _____ _____
PRESIDENT

_____
SECRETARY

SHEET NO. 1 OF 3

REVISIONS

PLANNING DEPARTMENT
County Of Hidalgo

Raul E. Sesin, P.E., CFM
PLANNING ADMINISTRATOR

TO: Judge Juan D. Salinas III
County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: December 17, 2008

RE: **Re-subdivision of Lot 1, Texas Valley Subdivision – Pct. 3**
Final Approval

Re-subdivision of Lot 1, Texas Valley Subdivision is a two (2) lot subdivision located Northwesterly of FM 2221 and Bentsen Palm Drive.

The proposed Subdivision lies within the City of Mission E.T.J. and was approved by the Planning and Zoning and City Commission of said City.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on April 01, 2005. The proposed subdivision lies within Zone "X" as per FEMA's FIRM.

The proposed subdivision plat will dedicate ten (10) feet on FM 2221 of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Sewer Services will be provided by OSSF. Soil Analysis were conducted by Pablo Pena, Jr. and approved by the Hidalgo County Environmental Health Department. All septic tank systems have been installed, inspected and can be expected to function satisfactorily.

Water Services will be provided by Sharyland Water Supply Corporation. There is an existing four (4) inch waterline on Bentsen Palm Drive that will serve as the primary source of water for the proposed development.

The Subdivision received Preliminary Approval from the Hidalgo County Commissioner's Court on August 09, 2005. The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

The Hidalgo County Advisory Board convened and recommended **Final Approval** on **December 16, 2008.**

SUBDIVISION PLAT OF

"RESUBDIVISION OF LOT 1 TEXAS VALLEY SUBDIVISION"

A 1.431 ACRE TRACT OF LAND IN LOT 1, TEXAS VALLEY SUBDIVISION, HIDALGO COUNTY TEXAS, AS PER MAP THEREOF RECORDED IN VOLUME 28 PAGE 196-B OF THE MAP RECORDS OF SAID COUNTY;

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, JULIO C. RODRIGUEZ AND SAMEL RODRIGUEZ OWNERS OF THE 1.431 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED "RESUBDIVISION OF LOT 1 TEXAS VALLEY SUBDIVISION", HEREBY SUBDIVIDE THE LAND AS SHOWN ON THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREETS, PARK AND EASEMENTS SHOWN HEREON.

I, (OWNER) SHALL I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.0032 AND THAT:

(A) THE WATER QUALITY AND CONNECTION TO THE LOT MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTION TO THE LOT OR SEPTIC TANK MEETS, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTION PROVIDED TO THE LOT MEET, OR WILL MEET, MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTION, IF AVAILABLE, PROVIDED TO THE LOT MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

WE ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT IS TRUE AND COMPLETE.

JULIO C. RODRIGUEZ — SAMEL RODRIGUEZ

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED JULIO C. RODRIGUEZ AND SAMEL RODRIGUEZ PROVED TO BE THROUGH THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE, TO BE THE PERSONS WHOSE NAME ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME DULY SWORN, DECLARED THAT THEIR STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2008

NOTARY PUBLIC

CITY OF MISSION
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 212.0065(C) AND § 212.0110(D)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE "RESUBDIVISION OF LOT 1 TEXAS VALLEY SUBDIVISION WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MISSION ON THE _____ DAY OF _____, 2008.

MAYOR OF THE CITY OF MISSION

ATTEST: _____
SECRETARY OF THE CITY OF MISSION

THIS PLAT OF RESUBDIVISION OF LOT 1 TEXAS VALLEY SUBDIVISION WAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MISSION, TEXAS AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS THE _____ DAY OF _____, 2008.

CHAIRMAN,

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 6, SUBJECT TO THE CONDITION THAT THE SUBDIVIDER WILL PROVIDE DOMESTIC WATER SYSTEM TO DISTRIBUTE POTABLE WATER THIS DISTRICT WILL PROVIDE ONLY IRRIGATION WATER WHERE DISTRIBUTIVE FACILITIES MAY BE CONSTRUCTED AND MAINTAINED AT THE EXPENSE OF THE OWNER AND CONSISTING OF PIPE LINES, VALVES, CHECK GATES TO BE CONNECTED TO THE NEAREST DISTRICT FACILITY.

DATED THIS THE _____ DAY OF _____, 2008.

ATTEST: _____ BY: _____
SECRETARY — PRESIDENT

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEX. WATER CODE, § 49.211 (C), THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 — DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(A)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE RESUBDIVISION OF LOT 1 TEXAS VALLEY SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____, 2008.

HIDALGO COUNTY JUDGE — DATE

ATTEST: _____
HIDALGO COUNTY CLERK — DATE

I, PABLO PEÑA, III, A REGISTERED PROFESSIONAL LAND SURVEYOR IN TEXAS, HEREBY CERTIFY THAT THE ABOVE PLAT AND DESCRIPTION OF THE "RESUBDIVISION OF LOT 1 TEXAS VALLEY SUBDIVISION WAS PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON MARCH 3, 2005.

PABLO PEÑA, III — 03-03-05
R.P.L.S. No. 5242 — DATE SURVEYED

I, THE UNDERSIGNED, A REGISTERED ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

PABLO P. PEÑA, JR., P.E. NO. 34085 — 03-03-05 DATE OF PREPARATION

PENA ENGINEERING
POST OFFICE BOX 4320
McALLEN TEXAS 78502
OFFICE (956) 682-8812
FAX (956) 631-7352

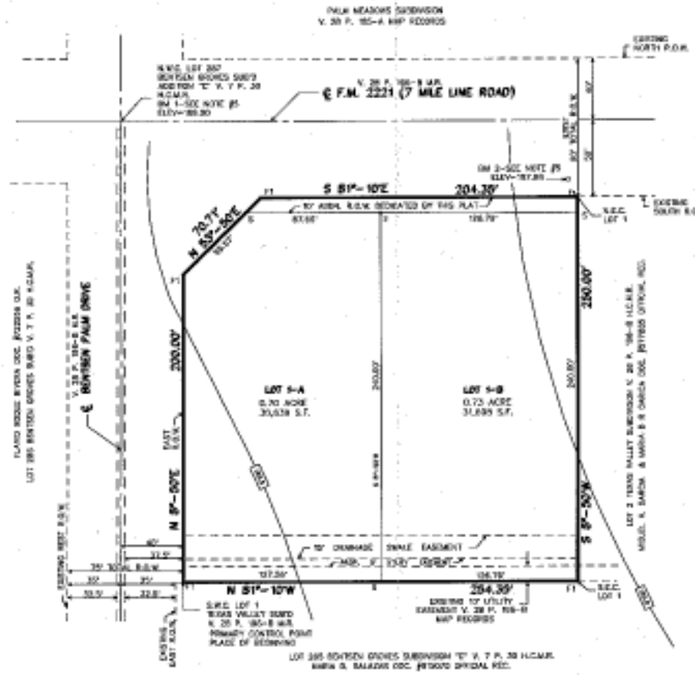
NORTH

SCALE: 1"=40'
GRID NORTHERLY

NOTE: BASIS OF BEARING IS THE EAST LINE OF LOT 5, CITRUS PROPERTIES SUBD'N V. 15 P. 23 MAP RECORDS OF SAID COUNTY.

AT EACH SUBDIVISION CORNER MONUMENTS ARE SHOWN IN LEGEND. EACH CORNER IS FLAGGED WITH A PLASTIC FLAG MARKED PENA ENGINEERING 1008 W. EXPWY. MCALLEN, TX 78501 (956) 682-8812

LEGEND
F.I. = FOUND 1/2" DIAMETER IRON ROD
S. = SET 1/2" DIAMETER IRON ROD
R.O.W. = RIGHT OF WAY
S.E.C. = SOUTHEAST CORNER
ADDN. = ADDITION



HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF RESUBDIVISION OF LOT 1 TEXAS VALLEY SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____, 2008.

HIDALGO COUNTY RIGHT OF WAY DIRECTOR — DATE

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF RESUBDIVISION OF LOT 1 TEXAS VALLEY SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, 2008.

HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR — DATE

COUNTY CLERK'S RECORDING CERTIFICATE

_____ COUNTY CLERK OF HIDALGO COUNTY, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORD AT _____ O'CLOCK ____M ON _____, AND WAS RECORDED IN DOCK. _____, SHEET(S) _____

THE PLAT RECORDS OF HIDALGO COUNTY AT _____ O'CLOCK ____ M.

_____
HIDALGO COUNTY CLERK

METES AND BOUNDS DESCRIPTION

A 1.431 ACRE TRACT IN LOT 1 TEXAS VALLEY SUBDIVISION HIDALGO COUNTY, TEXAS, AS PER MAP THEREOF RECORDED IN VOLUME 28 PAGE 196-B MAP RECORDS OF SAID COUNTY; SAID 1.431 BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A ONE-HALF (1/2) INCH DIAMETER IRON ROD FOUND AT THE SOUTHWEST CORNER OF LOT 1, FOR THE SOUTHWEST CORNER HEREOF;

THENCE WITH THE WEST LINE OF SAID LOT, THE EAST R.O.W. OF BENTSEN PALM DRIVE, N 08°-50'E 200.00 FEET TO A ONE-HALF (1/2) INCH DIAMETER IRON ROD FOUND 15 ± CORNER OF LOT 1, FOR A CORNER HEREOF;

THENCE N 53°-50'E 70.71 FEET TO A ONE-HALF (1/2) INCH DIAMETER IRON ROD FOUND TO A CORNER OF LOT 1, FOR A CORNER HEREOF;

THENCE WITH NORTH LINE OF SAID LOT, THE SOUTH R.O.W. OF F.M. 2221, S 81°-10'E 204.39 FEET TO A ONE-HALF (1/2) INCH DIAMETER IRON ROD FOUND AT THE NORTHEAST CORNER OF LOT 1, FOR THE NORTHEAST CORNER HEREOF;

THENCE WITH THE EAST LINE OF SAID LOT, S 08°-50'W 250.00 FEET TO A ONE-HALF (1/2) INCH DIAMETER IRON ROD FOUND AT THE SOUTHEAST CORNER OF LOT 1, FOR THE SOUTHEAST CORNER HEREOF;

THENCE WITH THE SOUTH LINE OF SAID LOT, N 81°-10'W 204.39 FEET TO THE PLACE OF BEGINNING CONTAINING ONE AND FOUR HUNDRED THIRTY-ONE THOUSANDTHS (1.431) ACRES, MORE OR LESS.

REVISION NOTES

NO.	SHEET	REVISION	DATE	APPROVED

<< PLAT NOTES >>

1) FLOOD ZONE DESIGNATION: ZONE "X" (UNSHADED) COMMUNITY PANEL NUMBER 480334 0290 D MAP REVISED: JUNE 16, 1990. ZONE "X" = AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN

THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL PLANN ADMINISTRATOR IDENTIFIES NO OTHER AREA WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN. CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR RESIDENCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2) MINIMUM BUILDING SETBACK LINES ARE AS FOLLOWS: BENTSEN PALM DRIVE 40.00 FEET
FRONT: 20.00 FEET OR IN LINE WITH EXISTING STRUCTURE ON LOT 1-B
OR WHICHEVER IS GREATER
SIDE CORNER: 20.0 FEET
SIDE: 6.00 FEET OR EASEMENT WHICHEVER IS GREATER AND 25.00 FEET ALONG BENTSEN PALM DRIVE.
REAR: 15.00 FEET OR EASEMENT WHICHEVER IS GREATER

3) NO MORE THAN ONE(1)-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVALS. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4) MINIMUM FINISHED FLOOR ELEVATION SHALL BE 65' ABOVE THE CENTERLINE OF 7 MILE LINE ROAD OR 18 INCHES ABOVE NATURAL GROUND WHICHEVER IS GREATER.
ELEVATION DISTRIBUTION MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY ONLY ANY PORT CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5) BM 1- BENCHMARK ELEVATION 189.80 N.G.V.D. '29, LOCATED AT THE NORTH-WEST CORNER OF LOT 285, BENTSEN GROVES SUBDIVISION ADDITION "E".
BM 2- BENCHMARK ELEVATION 187.88 N.G.V.D. '29, 60'-± MRL IN RIGHT OF POWER POLE LOCATED 1150 FEET NORTH 8.00 FEET WEST FROM THE NORTHEAST CORNER OF LOT 1 TEXAS VALLEY SUBDIVISION.

6) ON-SITE SEWER FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
(A) OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL AND MULTI-FAMILY USE.
(B) EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 31,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
(C) OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
(D) SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND CHECKPITS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT.
(E) "OSSF" PERMIT IS REQUIRED PRIOR OF OCCUPYING A LOT.

7) THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

8) NO STRUCTURES SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS, TREES, AND OTHER PLANTINGS (EXCEPT LOW LYING TURF 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS TO THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

9) EACH PURCHASER CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

10) ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

11) DRAINAGE: IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND MODEL SUBDIVISION RULES PROVIDED AND REGULATIONS THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 5.869 C.F. 0.135 ACRE FEET OF STORM WATER RUNOFF.

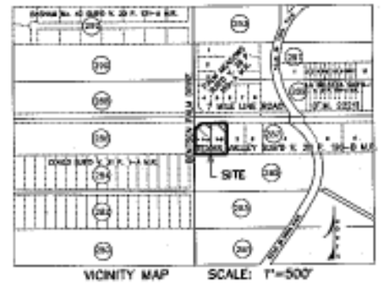
12) DRAINAGE SWALE EASEMENTS NOTE: NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY SWALES OR UTILITY EASEMENTS. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION AND MAINTENANCE OF THE DRAINAGE SWALE EASEMENT. LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF DRAINAGE SWALE.

13) JULIO C. RODRIGUEZ AND SAMEL RODRIGUEZ, OWNERS & SUBDIVIDERS OF RESUBDIVISION OF LOT 1 TEXAS VALLEY SUBDIVISION RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET NO. 2 OF THIS PLAT.

14) OSSF DRIVEWAY PERMIT IS REQUIRE FOR LOT 1-B PRIOR TO CONSTRUCTION OF DRIVEWAY ACCESS ON TO F.M. 2221 (7 MILE LINE ROAD).

15) AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL, INDUSTRIAL & MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

16) NO ACCESS ON TO LOT 1-A FROM F.M. 2221 (7 MILE LINE ROAD) IS ALLOWED.



VICINITY MAP SCALE: 1"=500'

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY

RESUBDIVISION OF LOT 1 TEXAS VALLEY SUBDIVISION IS WITHIN HIDALGO COUNTY PRECINCT No. 3 AND IS LOCATED IN NORTHEASTERLY HIDALGO COUNTY ON THE SOUTHEAST CORNER INTERSECTION OF F.M. 2221 (7 MILE LINE ROAD) AND BENTSEN PALM DRIVE. THE NEARER MUNICIPALITY IS THE CITY OF MISSION, (POPULATION 45,577) – 2000 CENSUS. RESUBDIVISION OF LOT 1 TEXAS VALLEY SUBDIVISION LIES OUTSIDE OF THE CITY LIMITS, BUT IS WITHIN THE CITY'S FIVE-MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 212.001.

INDEX TO SHEET OF RESUBDIVISION OF LOT 1 TEXAS VALLEY SUBDIVISION PLAT:

SHEET 1: HEADING, INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; MAP, LOT, STREETS, AND EASEMENT LAYOUT; METES AND BOUNDS DESCRIPTION; SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNERS DEDICATION, CERTIFICATION, ATTESTATION; CITY APPROVAL CERTIFICATE; COUNTY CLERKS RECORDING CERTIFICATE; REVISION NOTES; ENGINEERING CERTIFICATION; RIGHT OF WAY & HEALTH DEPARTMENT CERTIFICATION;

SHEET 2: ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE INFRASTRUCTURE AND ENGINEER CERTIFICATION (ENGLISH AND SPANISH VERSIONS); DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES; MAP OF TOPOGRAPHY AND DRAINAGE; AND ENGINEERING CERTIFICATION; REVISION NOTES; SURVEYOR CERTIFICATION STATEMENT;

PRINCIPAL CONTACTS:

	NAME:	ADDRESS:	CITY & ZIP	PHONE:
OWNERS:	JULIO C. RODRIGUEZ, ET. AL	PO BOX 1061	MISSION, TX 78574	585-2895
	SAMEL RODRIGUEZ	ET. AL PO BOX 1061	MISSION, TX 78574	585-2895
SURVEYOR:	PABLO PEÑA, III	1201 W. WHITEWING	McALLEN, TX 78501	682-8812
ENGINEER:	PABLO P. PEÑA, JR.,	1201 W. WHITEWING	McALLEN, TX 78501	682-8812

AI-12927 **12.A.**

Membership Dues (Elections)

CC REGULAR

Date:	12/23/2008
Submitted By:	Rolando Garcia, BUDGET & MANAGEMENT
Submitted For:	Yvonne Ramon
Department:	BUDGET & MANAGEMENT
Agenda Category:	Elections Administration

Information

CAPTION

Requesting approval of 2009 membership dues to the Texas Association of Elections Administrators in the amount of $75.00.

BACKGROUND

Membership is for Yvonne Ramon for the period of January through December 2009.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-414-00-130-001-0-810

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

BUDGETARY IMPACT:

Amount available in requisition# 144890 is $75.00 for Texas Association of Elections Administrators.

Attachments

Link: Membership&Affidavit

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/17/2008 04:02 PM	APRV
2	Dale Kennan	Dale Kennan	12/17/2008 04:54 PM	APRV
3	Auditor's Office	Linda Fong	12/18/2008 05:48 PM	APRV
4	Purchasing Department	Marty Salazar	12/19/2008 10:44 AM	APRV

Form Started By: Rolando Garcia Started On: 12/17/2008 03:30 PM

Final Approval Date: 12/19/2008

TEXAS ASSOCIATION OF ELECTIONS ADMINISTRATORS MEMBERSHIP APPLICATION

President – Suzy Young
Vice President – Glenda Denton
Treasurer – Steve Raborn
Legislative Chair – Don Alexander
E-newsletter – George Matthews

The Texas Association of Election Administrators is a non-profit association whose financial records are open for inspection through the current President of the association. Our tax identification number is 74-2905522.

ANNUAL DUES FOR THE YEAR **2009:** (Membership period is January through December.)

PLEASE CHECK APPLICABLE CATEGORY:

Regular Members (Election Administrators only)	$75.00	XXX
Associate Members (County Clerks & staff; Tax Assessor & staff; staff of Elections Administrators)	$50.00	
Members-At-Large (Representatives of corporations, institutions, associations, groups, etc.)	$50.00	

Please complete the following information:

NAME	YVONNE RAMON
COUNTY	HIDALGO
OFFICIAL TITLE	ELECTIONS ADMINISTRATOR
OFFICE ADDRESS	101 S. 10TH. AVENUE
CITY, STATE, ZIP	EDINBURG, TX 78539
PHONE	(956) 318-2570
FAX	(956) 318-2569
E-MAIL ADDRESS	yvonne.ramon@hidalgo.co.tx.us
WEB PAGE	www.hgoco.net/net/elections

Please return a copy of this form and your check made payable to the Texas Association of Election Administrators (TAEA) to the following address:

Steve Raborn
Texas Association of Elections Administrators
PO Box 961011
Fort Worth, Texas 76161-0011 (817) 831-6480

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, YVONNE RAMON, do hereby state that my membership in the TEXAS ASSOCIATION OF ELECTIONS ADMINISTRATORS on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official/employee of Hidalgo County. I further state the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;

2. The association or organization is not affiliated with a labor organization;

3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature, except for the providing of information for a member of the legislature or appearing before a legislative committee at the request of the committee or member of the legislature; and

4. Neither the association or organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: Yvonne Ramon

TITLE: ELECTION ADMINISTRATOR

Before me TERESA TRUJILLO, a Notary Public, appeared YVONNE RAMON, and on his/hers oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

T. Trujillo

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

TERESA TRUJILLO
Notary Public, State of Texas
My Commission Expires
08-22-2009

AUTHORITY: [illegible] 113.064b

COUNTY AUDITOR'S FORM: SFA-CA-041

AI-12977 **12.B.**

Payment to Office of the Secretary of the State (Attn: Vanessa Miller) for repayment of over-reimbursed delivery & training fees.

CC REGULAR

Date:	12/23/2008
Submitted By:	Rolando Garcia, BUDGET & MANAGEMENT
Submitted For:	Yvonne Ramon
Department:	BUDGET & MANAGEMENT
Agenda Category:	Elections Administration

Information

CAPTION

Approval of payment of check payable to the Office of the Secretary of the State (Attn: Vanessa Miller) for repayment of over-reimbursed delivery & training fees in the amount of $12,847.07 with authority of County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-202-00-000-006-0-000

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

BUDGETARY IMPACT:

Gen Fund-A/P Misc Items journal entry will be created to process this request.

Attachments

Link: spreadsheet

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/18/2008 04:15 PM	APRV
2	Manuel Chapa	Manuel Chapa	12/19/2008 07:32 AM	APRV
3	Auditor's Office		12/19/2008 05:13 PM	NEW

Form Started By: Rolando Garcia — Started On: 12/18/2008 03:40 PM

Final Approval Date: 12/19/2008

RECONCILATION SHEET FOR VOTING SYSTEMS & EQUIPMENT

CURRENTLY WHAT IS REPORTED WITHIN HAVA ONLINE GRANT SYSTEM

BUDGET CATEGORY	LINE ITEM	VSR UNITS	VSR AMOUNT	VSA UNITS	VSA AMOUNT	GHC UNITS	GHC AMOUNT	TOTAL
Accessible HAVA-Comp	ES&S IVotronic v. 8.0.1.0 (ADA-compliant)	0	$0.00	125	$285,000.00	125	$310,770.00	$595,770.00
Additional HAVA-Compl	ES&S IVotronic v. 8.0.1.0	350	$303,260.90	0	$0.00	351	$818,189.13	$1,121,450.03
Additional HAVA-Compl	ES&S Ivotronic Supervisor Terminal v. 8.0.1.0	0	$0.00	0	$0.00	4	$13,200.00	$13,200.00
Additional HAVA-Compl	ES&S Unity Election System v. 2.2	0	$0.00	0	$0.00	1	$94,280.00	$94,280.00
Additional HAVA-Compl	ES&S Ballot Scanner 650 v. 1.2.0.0	0	$0.00	0	$0.00	0	$38,500.00	$38,500.00
Equipment	70 Precinct Printer Packs	0	$0.00	0	$0.00	1	$45,000.00	$45,000.00
Equipment	2 PEB Readers	0	$0.00	0	$0.00	2	$700.00	$700.00
Equipment	125 Flash Cards	0	$0.00	0	$0.00	1	$8,750.00	$8,750.00
Equipment	Mesh Trucks (cages) to store DRE's	0	$0.00	0	$0.00	126	$67,586.00	$67,586.00
Equipment	250 Additional PEB's	0	$0.00	0	$0.00	250	$18,750.00	$18,750.00
Equipment	90 Precinct Printer Packs	0	$0.00	0	$0.00	90	$58,500.00	$58,500.00
Equipment	Computer Flash Card Gang Burner	0	$0.00	0	$0.00	0	$0.00	$0.00
Supplies	700 Stylus Pens to use with iVo Voting machines	0	$0.00	0	$0.00	1	$0.00	$0.00
Supplies	Voter Outreach Templates	0	$0.00	0	$0.00	1	$3,000.00	$3,000.00
Supplies	Voting Instructional DRE Cards in English & Spanish	0	$0.00	0	$0.00	1	$3,927.80	$3,927.80
Supplies	Shipping for Voting Instructional DRE Cards in English & Spanish	0	$0.00	0	$0.00	1	$79.80	$79.80
Supplies	150 iVotronic PEB color bands	0	$0.00	0	$0.00	0	$337.50	$337.50
Supplies	Chip Burner ERPOM & Carrier for Optical Scanner 550	0	$0.00	0	$0.00	1	$1,278.83	$1,278.83
Supplies	Additional Voting Instructional DRE Cards in English & Spanish	0	$0.00	0	$0.00	1	$4,451.85	$4,451.85
Supplies	Additional Paper Rolls for DRE Printer	0	$0.00	0	$0.00	1	$1,944.14	$1,944.14
Contractual	Delivery & Pickup of Voting System to Poll Sites	0	$0.00	0	$0.00	1	$7,538.08	$7,538.08
Contractual	Project Management (overall planning, coordination, communication, and management of ES&S services)	0	$0.00	0	$0.00	0	$0.00	$0.00
Contractual	Pre-Election L&A Testing	0	$0.00	0	$0.00	0	$0.00	$0.00
Contractual	Election Worker Training	0	$0.00	0	$0.00	1	$11,086.40	$11,086.40
Contractual	Election Site Support through Nov 2006	0	$0.00	0	$0.00	1	$7,800.00	$7,800.00
Contractual	Instructional Video (VHS) for Poll Sites on use of DRE's	0	$0.00	0	$0.00	1	$3,827.00	$3,827.00
Contractual	Installation Costs	0	$0.00	0	$0.00	1	$58,195.00	$58,195.00
Contractual	Shipping/Freight - 1st order of DRE's, including ADA	0	$0.00	0	$0.00	1	$11,975.00	$11,975.00
Contractual	Delivery/Pickup Voting Systems	0	$0.00	0	$0.00	1	$34,500.00	$34,500.00
Contractual	Rental Fees to City of Pharr warehouse voting equip (1 year)	0	$0.00	0	$0.00	1	$81,800.40	$81,800.40
Contractual	Software License Agreement	0	$0.00	0	$0.00	1	$34,280.00	$34,280.00
Contractual	Ballot on Demand Software	0	$0.00	0	$0.00	0	$0.00	$0.00
Contractual	Unity Ballot image Manager Software	0	$0.00	0	$0.00	0	$0.00	$0.00
Contractual	iVotronic Image Manager	0	$0.00	0	$0.00	0	$0.00	$0.00
Contractual	Hardware Programming Manager	0	$0.00	0	$0.00	0	$0.00	$0.00
Contractual	Election Data Manager Software	0	$0.00	0	$0.00	0	$0.00	$0.00
	AMOUNT REIMBURSED:		$303,260.90		$285,000.00		$1,740,246.93	$2,328,507.83

SUPPORTING DOCUMENTATION

BUDGET CATEGORY	LINE ITEM	VSR UNITS	VSR AMOUNT	VSA UNITS	VSA AMOUNT	GHC UNITS	GHC AMOUNT	TOTAL	DIFFERENCE
Accessible HAVA-Comp	ES&S IVotronic v. 8.0.1.0 (ADA-compliant)	0	$0.00	95	$285,000.00	110	$353,725.00	$638,725.00	$42,955.00
Additional HAVA-Compl	ES&S IVotronic v. 8.0.1.0	121	$303,260.90	0	$0.00	309	$771,739.13	$1,075,000.03	($46,450.00)
Additional HAVA-Compl	ES&S Ivotronic Supervisor Terminal v. 8.0.1.0	0	$0.00	0	$0.00	6	$13,200.00	$13,200.00	$0.00
Additional HAVA-Compl	ES&S Unity Election System v. 2.2	0	$0.00	0	$0.00	1	$94,280.00	$94,280.00	$0.00
Additional HAVA-Compl	ES&S Ballot Scanner 650 v. 1.2.0.0	0	$0.00	0	$0.00	1	$38,500.00	$38,500.00	$0.00
Additional HAVA-Compl	ES&S 12" DRE Training Tool	0	$0.00	0	$0.00	1	$3,495.00	$3,495.00	$3,495.00
Equipment	70 Precinct Printer Packs	0	$0.00	0	$0.00	1	$45,500.00	$45,500.00	$500.00
Equipment	2 PEB Readers	0	$0.00	0	$0.00	2	$700.00	$700.00	$0.00
Equipment	125 Flash Cards	0	$0.00	0	$0.00	1	$8,750.00	$8,750.00	$0.00
Equipment	Mesh Trucks (cages) to store DRE's	0	$0.00	0	$0.00	126	$67,086.00	$67,086.00	($500.00)
Equipment	250 Additional PEB's	0	$0.00	0	$0.00	250	$18,750.00	$18,750.00	$0.00
Equipment	90 Precinct Printer Packs	0	$0.00	0	$0.00	90	$58,500.00	$58,500.00	$0.00
Equipment	Computer Flash Card Gang Burner	0	$0.00	0	$0.00	1	$0.00	$0.00	$0.00
Supplies	700 Stylus Pens to use with iVo Voting machines	0	$0.00	0	$0.00	0	$0.00	$0.00	$0.00
Supplies	Voter Outreach Templates	0	$0.00	0	$0.00	1	$3,000.00	$3,000.00	$0.00
Supplies	Voting Instructional DRE Cards in English & Spanish	0	$0.00	0	$0.00	1	$3,927.80	$3,927.80	$0.00
Supplies	Shipping for Voting Instructional DRE Cards in English & Spanish	0	$0.00	0	$0.00	1	$79.80	$79.80	$0.00
Supplies	150 iVotronic PEB color bands	0	$0.00	0	$0.00	1	$337.50	$337.50	$0.00
Supplies	~~Chip Burner ERPOM & Carrier for Optical Scanner 550~~/520 Color PEB Bands	0	$0.00	0	$0.00	1	$1,278.83	$1,278.83	$0.00
Supplies	Additional Voting Instructional DRE Cards in English & Spanish	0	$0.00	0	$0.00	1	$4,451.85	$4,451.85	$0.00
Supplies	Additional Paper Rolls for DRE Printer	0	$0.00	0	$0.00	1	$1,944.14	$1,944.14	$0.00
Contractual	Delivery & Pickup of Voting System to Poll Sites	0	$0.00	0	$0.00	0	$7,538.08	$7,538.08	$0.00
Contractual	Project Management (overall planning, coordination, communication, and management of ES&S services)	0	$0.00	0	$0.00	1	$0.00	$0.00	$0.00
Contractual	Pre-Election L&A Testing	0	$0.00	0	$0.00	1	$0.00	$0.00	$0.00
Contractual	Election Worker Training	0	$0.00	0	$0.00	1	$10,512.41	$10,512.41	($573.99)
Contractual	Election Site Support through Nov 2006	0	$0.00	0	$0.00	1	$7,800.00	$7,800.00	$0.00
Contractual	Instructional Video (VHS) for Poll Sites on use of DRE's	0	$0.00	0	$0.00	1	$3,827.00	$3,827.00	$0.00
Contractual	Installation Costs	0	$0.00	0	$0.00	1	$58,195.00	$58,195.00	$0.00
Contractual	Shipping/Freight - 1st order of DRE's, including ADA	0	$0.00	0	$0.00	1	$11,975.00	$11,975.00	$0.00
Contractual	Delivery/Pickup Voting Systems	0	$0.00	0	$0.00	1	$22,226.92	$22,226.92	($12,273.08)
Contractual	Rental Fees to City of Pharr warehouse voting equip (1 year)	0	$0.00	0	$0.00	1	$81,800.40	$81,800.40	$0.00
Contractual	Software License Agreement	0	$0.00	0	$0.00	1	$34,280.00	$34,280.00	$0.00
Contractual	Ballot on Demand Software	0	$0.00	0	$0.00	0	$0.00	$0.00	$0.00
Contractual	Unity Ballot image Manager Software	0	$0.00	0	$0.00	0	$0.00	$0.00	$0.00
Contractual	iVotronic Image Manager	0	$0.00	0	$0.00	0	$0.00	$0.00	$0.00
Contractual	Hardware Programming Manager	0	$0.00	0	$0.00	0	$0.00	$0.00	$0.00
Contractual	Election Data Manager Software	0	$0.00	0	$0.00	0	$0.00	$0.00	$0.00
	TOTAL:		$303,260.90		$285,000.00		$1,727,399.86	$2,315,660.76	**($12,847.07)**

Delivery/Pickup of Voting Systems

All PO# 563264 - Rick's Moving & Storage

Check# 302058	$13,685.00
Check# 303910	$11,040.00
Check# 305951	$11,385.00
Check# 314878	$12,765.00
	$48,875.00 Total Payments
	$42,038.08 Reimbursed thru HAVA Funds
	$19,110.00 Reimbursed thru Primary Finance Funds
	$61,148.08 Total Reimbursement from SOS

AI-12861 **13.A.**

STEP IDM Grant

CC REGULAR

Date:	12/23/2008
Submitted By:	Emilia Uriegas, SHERIFF DEPT.
Submitted For:	Anacleto Martinez
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office

Information

CAPTION

Authorization and approval to apply for the FY 2009 STEP Impaired Driving Mobilization (IDM) Grant with the Texas Department of Transportation.

BACKGROUND

The grant funding is provided to conduct DWI enforcements during the 2008-2009 holiday periods of Christmas/New Years, Spring Break, Independence Day, and Labor Day.

No local cash match is required.

The grant will fund overtime hours, fringe benefits (excluding health and life insurance), travel, and mileage.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Grant requires no local cash match

Attachments

Link: step.idm.apply

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	12/15/2008 12:30 PM	APRV
2	Budget & Management	Veronica Lopez	12/15/2008 03:31 PM	APRV
3	Rey Salazar	Rey Salazar	12/18/2008 05:18 PM	APRV
4	Auditor's Office		12/19/2008 05:13 PM	NEW

Form Started By: Emilia Uriegas — Started On: 12/15/2008 12:02 PM

Final Approval Date: 12/19/2008

Hidalgo County Sheriff's Office
Law Enforcement Bureau
Uniformed Division

Jeff Lindau

From: Ruby Martinez [RMARTINE@dot.state.tx.us]
Sent: Tuesday, October 28, 2008 9:31 AM
To: jalopez@ci.edinburg.tx.us; qmunoz@ci.edinburg.tx.us; rhinojosa@ci.edinburg.tx.us; ncastillo@ci.rio-grande-city.tx.us; fgarcia@cityofroma.net; GReyna1@co.cameron.tx.us; ibenavides@co.cameron.tx.us; jreyna@co.cameron.tx.us; olucio@co.cameron.tx.us; rerodriguez@co.cameron.tx.us; Clgarcia@cob.us; jimbrown@cob.us; wingram@cob.us; amuniz@harlingenpolice.com; dcastillo@harlingenpolice.com; jarce@hidalgoso.org; Jeff.Lindau@hidalgoso.org; jlopez@hidalgoso.org; jpflores@hidalgoso.org; sherifftrevino@hidalgoso.org; VValdez@hidalgoso.org; anttrevino@hotmail.com; dan_e_82 @hotmail.com; gnovelo202@hotmail.com; ealejandro@mcallenpd.net; sluke@mcallenpd.net; vrodriguez@mcallenpd.net; asstchiefrdominguez@missionpolice.org; chiefleolongoria@missionpolice.org; aochoa@palmviewpd.us; cbarrera@palmviewpd.us; suvalle@palmviewpd.us; abram_robles@pharrpd.net; joel_robles@pharrpd.net; mgarza@pharrpd.net; aflores@sanjuanpolice.com; rcasarez@sanjuanpolice.com; hdrk09 @yahoo.com; jammacias@yahoo.com; joliva640@yahoo.com; spawned72@yahoo.com
Cc: Jesus Leal; Mario Jorge; Israel.Campos@tmpa.org; Arturo.DelaGarza@txdps.state.tx.us; Juan.RodriguezJr@txdps.state.tx.us; JuanG.Hernandez@txdps.state.tx.us
Subject: FY 2009 TxDOT STEP IDM Funding

Importance: High

Attachments: FY 09 Impaired Driving Mobilization STEP Funding.pdf



FY 09 Impaired Driving Mobiliz...

** High Priority **

Good Morning All,

Attached is the FY 2009 Impaired Driving Mobilization (IDM) Proposed Agency List.

If your agency is on the list and would like to participate as a funded IDM STEP agency please notify me no later than this Thursday, October 30th.

Please see attachment for requirements.
The final funding levels will be determined based on the amount of interest and available funds.

If you have any questions please contact me.

Who's Driving Tonight? If you've been drinking, it's not you. For more information, please visit http://www.txdot.gov/services/traffic_operations/intoxication.htm

Ruby Martinez
Transportation Funding Specialist / Traffic Safety Specialist (TSS) Texas Department of Transportation Pharr District 600 W. Expressway 83 Pharr, Texas 78577
Phone: (956) 782-2508
Fax: (956) 702-6110
Email: rmartine@dot.state.tx.us

Buckle Up Texas
Save A Life!

This electronic message transmission and any documents, files, graphics, or previous e-mail messages attached to it may contain information that may be legally confidential and/or privileged. The information is intended solely for the individual(s) or entity(s) named above and access by disclosure, copying, distribution, or other use of the contents of this message is prohibited and may be unlawful. If you have received this electronic transmission in error, please reply immediately to the sender pointing out the error, and delete the message. This message may also contain personal opinions of the author and should not be considered as an official TxDOT policy or opinion.

Save a Life™
TEXAS DEPARTMENT OF TRANSPORTATION
Pharr District

Traffic Safety
Police Traffic Services
10/28/2008

2009 Impaired Driving Mobilization STEP Grants

The agencies on the proposed list are based on the national Fatality Analysis Reporting System (FARS) 2006 data and represent:

- cities by number of alcohol-related traffic fatalities, 2 or more.
- counties by number of alcohol-related traffic fatalities, 10 or more.

All FY 2009 IDM agencies must conduct increased DWI enforcement and earned media activities during the following periods:

- **Christmas/New Years**
  (December 19, 2008 - January 4, 2009 / at least 4 nights of enforcement).
- **Spring Break**
  (March 6 - 22, 2009 / at least 4 nights of enforcement).
- **Independence Day**
  (June 26-30 and July 1-5, 2009 / at least 4 nights of enforcement).
- **Labor Day**
  (August 21 - September 7, 2009 / at least 4 nights of enforcement).

Agencies may work all of the nights during the above mobilization periods for a maximum of 50 nights, but are only required to work 4 nights per period, for a minimum of 16 nights.

The funds can be used to reimburse usual Selective Traffic Enforcement Program (STEP) grant costs such as salary, fringe, travel (Summit etc...) and enforcement mileage. Agencies that have already been approved for other STEP Grants for FY 2009 are still required to maintain performance levels on those grants.

Agencies should consider their resources carefully before a final budget request for an IDM grant is made.

There is no match requirements for these of grants.

See below for list of agencies

FY 2009 IMPAIRED DRIVING MOBILIZATION
PROPOSED AGENCY LIST
ALCOHOL RELATED FATALITIES (FARS 2006)

CITY POLICE DEPARTMENTS		
City	# Fatalities	Proposed Amount
BROWNSVILLE	6	
HARLINGEN	4	
MCALLEN	3	
MISSION	3	
EDINBURG	2	
PALMVIEW	2	

COUNTY SHERIFF'S OFFICES		
County	# Fatalities	Proposed Amount
Hidalgo County	26	
Cameron County	23	

Once the agencies listed above notify me they want to participate, I will forward the funding amount each agency is requesting for funding and will send to TRF-TS and we'll develop an approved project list based on available funding.

Depending on the amount of agencies withdrawing participation, I will send out any information if any other agencies will be considered for funding.

Please notify me no later than Thursday, October 30th if agency is interested in FY 2009 IDM STEP Funding (no match).

HIDALGO COUNTY SHERIFF'S OFFICE
ADMINISTRATION DIVISION
ADMINISTRATIVE SERGEANT

711 EL CIBOLO ROAD
EDINBURG, TEXAS 78541
(956) 393-6063

TO: Ruby Martinez - Traffic Safety Specialist | TxDOT Pharr District

FROM: Sergeant Jeff Lindau

DATE: 10-30-08

SUBJECT: 2009 Impaired Driving Mobilization STEP Grant

Ruby,

In response to your email to our agency concerning agencies that qualify and would like to participate in the 2009 Impaired Driving Mobilization (IDM) STEP Grant, the Hidalgo County Sheriff's Office is interested and respectfully enters the following estimated amount required by this agency to fulfill our commitment.

2009 IDM STEP Grant

Enforcement	$ 24,806.56
Administrative	$ 1,705.24
Per Diem	$ 216.00
Mileage	$ 5,046.80
TOTAL	$ 31,774.60

32,000.00

AI-12882 **13.B.**

Membership Dues-National Sheriff's Association

CC REGULAR

Date:	12/23/2008
Submitted By:	Monica Hinojosa, SHERIFF DEPT.
Submitted For:	Monica Hinojosa
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office

Information

CAPTION

Requesting approval for 2009 membership and payment in the amount of $ 500.00 for Sheriff Lupe Trevino to the National Sheriff's Association. (P.O. # 597033)

BACKGROUND

The National Sheriff's Association provides training for law enforcement in homeland security initiatives, and assists in organizing programs that helps fight crime in the community and against the elderly.

Fiscal Impact

FISCAL YEAR: 2008 ACCT. #: 8-1100-421-00-280-001-0-810

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

BUDGETARY IMPACT:

Funding source identified on PO# 597033

Attachments

Link: national sheriff's assoc.

Link: Affidavit

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	12/17/2008 10:35 AM	APRV
2	Budget & Management	Veronica Lopez	12/17/2008 11:25 AM	APRV
3	Rey Salazar	Rey Salazar	12/19/2008 02:25 PM	APRV
4	Auditor's Office		12/19/2008 05:13 PM	NEW

Form Started By: Monica Hinojosa Started On: 12/16/2008 04:52 PM

Final Approval Date: 12/19/2008

National Sheriffs' Association

Hidalgo County
Sheriff Guadalupe Trevino
711 E Cibolo Rd
Edinburg, TX 78540

Pat
Take care
Luis
LA

Member ID 226707

Dear Sheriff Trevino:

Thank you for taking a moment to renew your membership with the National Sheriffs' Association. We need your support now more than ever! We are training law enforcement in homeland security initiatives, and with programs like National Neighborhood Watch and Triad, that will help fight crime in the community and against the elderly.

We are working to create a safer environment for all law enforcement by working with the President and Congress on the Hill on issues that directly affect us all. We will keep you updated on the latest issues that concern law enforcement and your neighborhoods with our *Sheriff* magazine. Please visit our website, www.sheriffs.org for more information!

Lastly, would you like free emergency cell phones to distribute to your community? The 911 Cell Phone Bank provides free emergency cell phones and funds for urgent care needs at NO cost, through your sheriff's office, domestic violence shelter, or community service event. Visit ww.911CellPhoneBank.org for more information!

Your dollars go to support these efforts! Below, please find an itemized membership renewal form. Please renew today!

RENEWAL NOTICE

Please detach and mail with your check or provide Credit Card information below

Paid Thru	Code	Description	Amount
12/31/2008	NSA	NSA Membership Dues	$500.00
		Total Amount Due	$500.00

Member ID: 226707

☐ Visa ☐ MasterCard ☐ AMEX ☐ Discover

Payment Total $ _____ Credit Card # _____

Expiration Date: _____ Signature _____

P.O. # 597033

Invoice Received By:
M. Hinojosa on 12/16/08

Good/Services Received By:
_____ on ___/___/___

8-1100-421-00-280-001-0- 810

1450 Duke St. • Alexandria, VA 22314 • 703.836.7827 phone • 703.836.7349 fax

Purchase Order

PO#: 597033

COUNTY OF HIDALGO

DATE: 01/09/08

VENDOR: 96156 REQ:00124406

Email:

Phone:(888)221-9425

NATIONAL SHERIFFS' ASSOCIATION
ATTENTION: LOUISE TAYLOR
1450 DUKE STREET
ALEXANDRIA VA 22314

BUYER:

SHIP TO: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

CONTACT: Monica Hinojosa (956)393-6024
SITE: SHERIFF'S LAW ENFORCEMENT FACILITY

Special Instructions:

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

EXECUTIVE BRANCH REQ
ADMINISTRATION
REQUESTED BY: M. HINOJOSA
PHONE # : 393-6024

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1	YEAR	MEMBERSHIP DUES FOR SHERIFF LUPE TREVINO TO THE NATIONAL SHERIFF'S ASSOCIAITON. MEMBER ID # : 226707	500.00	500.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		500.00
		********** For Hidalgo County use only		
		8-1100-421-00-280-001-0-810	500.00	

Approved

Authorized by: Maria L. Salazar

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, *GUADALUPE TREVINO*, do hereby state that my membership in the *NATIONAL SHERIFF'S ASSOCIATION* on behalf of Hidalgo County is necessary in the performance of my duties as an official/employee of Hidalgo County. I further state the following:

1.) My participation in the association or organization is for the betterment of County Government and the benefit of me as a County Official or employee;

2.) The association of organization is not affiliated with a labor organization;

3.) Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature, except for the providing of information for a member of the legislative committee at the request of the committee or member of the legislature; and

4.) Neither the association or organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: _____

TITLE: SHERIFF OF HIDALGO COUNTY

Before me Pat Medina, a Notary Public, appeare *GUADLUPE TREVINO* and on his/hers oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

PATRICIA MEDINA
Notary Public
STATE OF TEXAS
My Comm. Exp. Nov. 15, 2011

_____
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

AUTHORITY: LGC Sec. 113.064b

COUNTY AUDITOR'S FORM: SFA-CA-041

AI-12901 **14.A.**

Additional ROW - LJ Drainage Project

CC REGULAR

Date:	12/23/2008
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Right of Way

Information

CAPTION

Authorization for surveys, metes & bounds, title reports, appraisals and possible acquisition of additional right of way for LJ Drainage Project. Project limits: Cesar Chavez Road east to the Donna Main Canal as approved by CC on 9/9/08. (PCT 2)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1202-431-00-122-034-0-711

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

BUDGETARY IMPACT:

Pending transfer on 12/30/08.

Attachments

Link: LJ Drainage Project

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/17/2008 11:28 AM	APRV
2	Dale Kennan	Dale Kennan	12/17/2008 01:28 PM	APRV
3	Auditor's Office		12/19/2008 05:13 PM	NEW

Form Started By: Sandra Garcia — Started On: 12/17/2008 11:02 AM

Final Approval Date: 12/19/2008

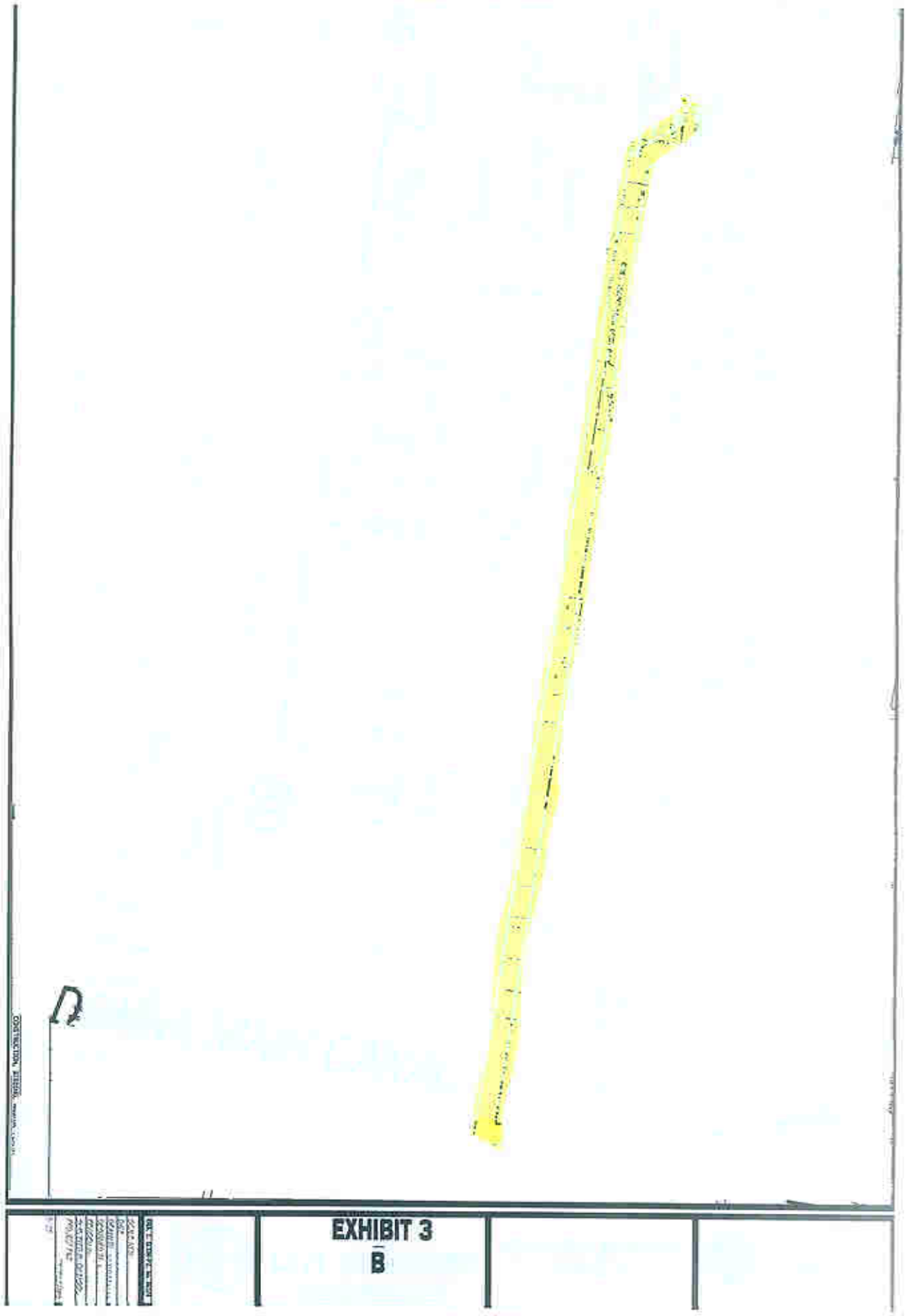
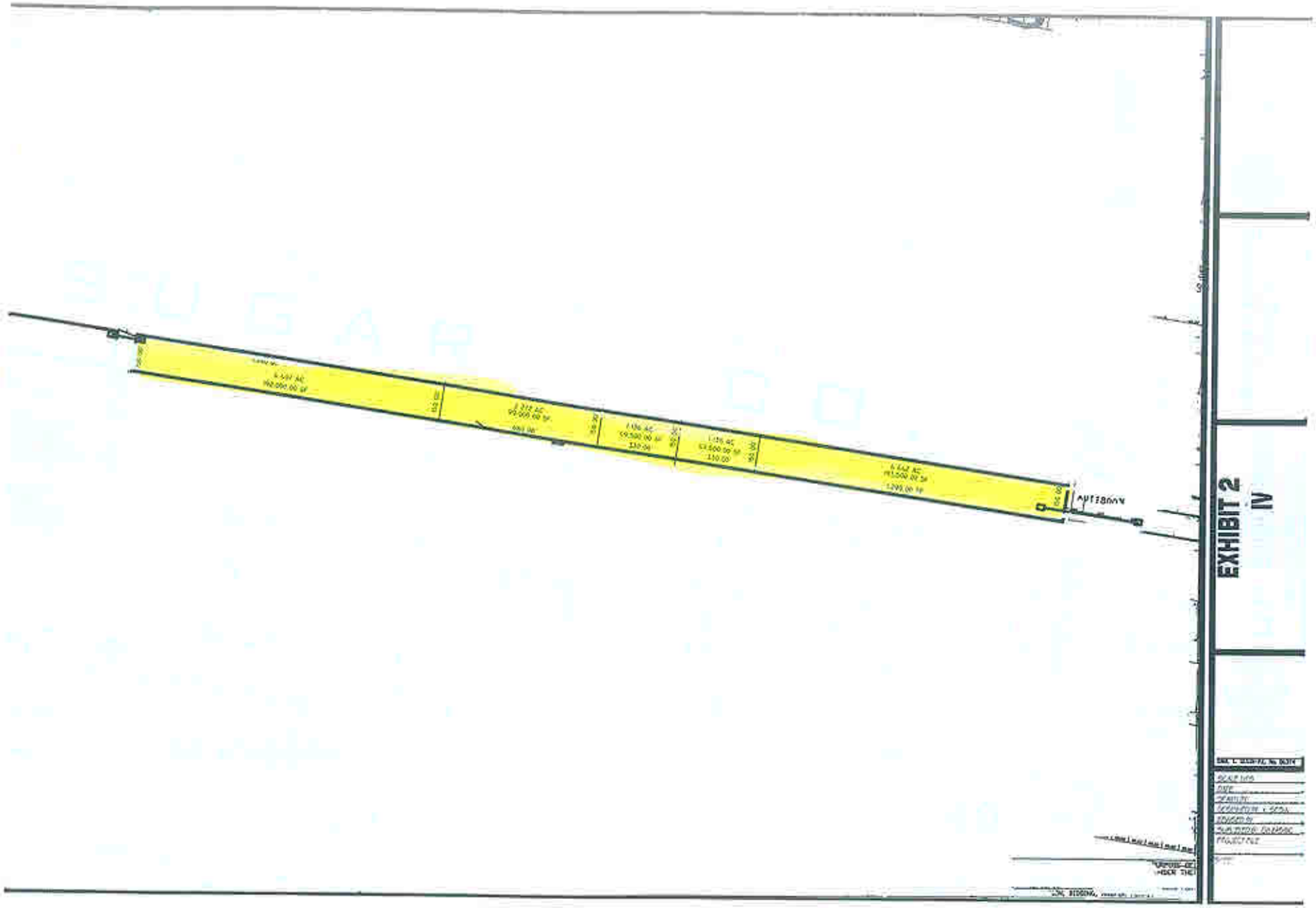
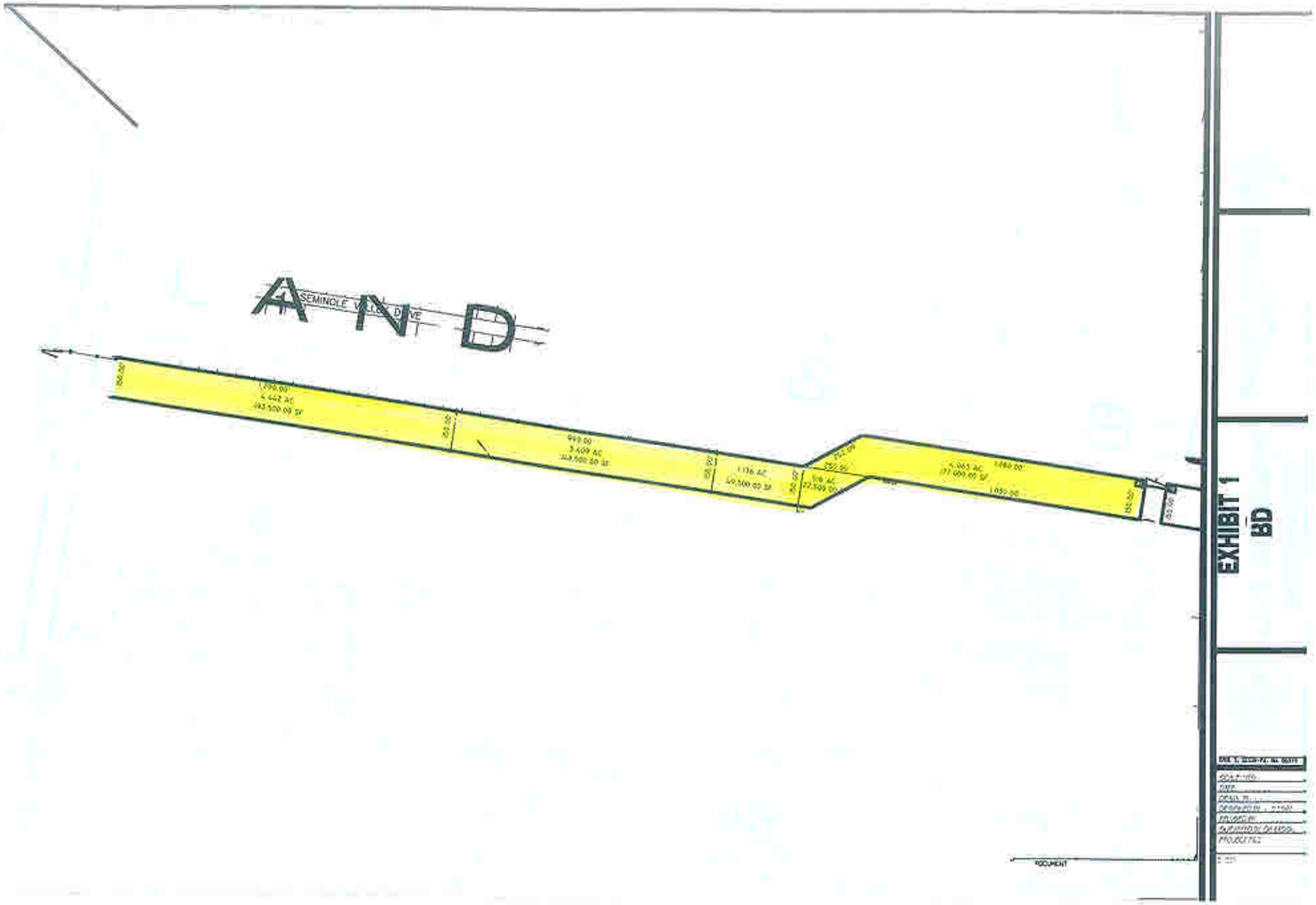


EXHIBIT 3
B


EXHIBIT 2
IV


SEMINOLE
AND
EXHIBIT 1
BID

AI-12979 **14.B.**

License Agreement - Lot 22 RSW Subdivision

CC REGULAR

Date:	12/23/2008
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Right of Way

Information

CAPTION

Authorization for discussion, consideration and/or approval to enter in a License Agreement between the County of Hidalgo and Jose Garcia & Elida C. Garcia for the storage of road construction materials and spoil on Lot 22 RSW Subdivision Unit No. 1.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1202-431-00-122-006-0-711

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

BUDGETARY IMPACT:

Pending transfer on 12/30/08.

Attachments

Link: Lot 22 RSW Sub'd

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/19/2008 08:42 AM	APRV
2	Dale Kennan	Dale Kennan	12/19/2008 09:56 AM	APRV
3	Auditor's Office		12/19/2008 05:13 PM	NEW

Form Started By: Sandra Garcia Started On: 12/18/2008 04:48 PM

Final Approval Date: 12/19/2008

STATE OF TEXAS

LICENSE AGREEMENT

COUNTY OF HIDALGO

THIS AGREEMENT is made this _____ day of December, 2008 by and between Jose Garcia and wife Elida C. Garcia, its duly authorized owners, whose address is 2900 Fortune Ave., San Juan Texas hereinafter called **Licensors**, and the Hidalgo County, acting by and through the Hidalgo County Commissioners Court, whose address is 100 E. Cano, Edinburg, Texas, hereinafter referred to as **Licensee**.

RECITALS

Licensors are the owners of those certain tracts or parcels of land, hereinafter referred to as the Parcel, which is more fully described in Exhibit "A" which is attached hereto and incorporated herein for any and all purpose.

Licensee intends to occupy all or portions of the Parcel for the purpose of storing road construction materials and spoil on said Parcel.

Licensor has agreed to allow Licensee access to the Parcel described on Exhibit "A" for the limited purpose and upon the terms and conditions herein expressed.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Licensor for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to them in hand paid by the Hidalgo County, the receipt and sufficiency of which is hereby acknowledged and confessed, have agreed and by these presents agree to extend to Licensee the right and privilege to enter upon the Parcel herein described for the sole purposed herein stated. The right and privilege of entry is conditioned strictly upon the following terms and conditions:

1. The right and privilege of entry shall extend to Hidalgo County and any contractor entering by and through Hidalgo County for the sole purpose of performing any of the work contemplated by this Agreement. Any further attempt to assign this license will terminate the license without notice.

2. The right and privilege to terminate this agreement by either party by giving thirty (30) days notice to the other party. This Agreement shall extend from the Effective Date of this Agreement for six (6) months and at the expiration of six (6) months shall have the option to extend for an additional six (6) months.

3. Licensee shall be solely responsible for any damages to the Property or injury to third parties resulting from or arising from Licensee's exercise of the license under this Agreement.

4. Licensee shall before the termination of this Agreement, be responsible to repair said parcel to its original or better condition.

Licensor:

Licensee:
County of Hidalgo

Jose Garcia

Juan De Dios Salinas
County Judge

Elida C. Garcia

ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Juan De Dios Salinas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office, this _____ day of December, 2008.

Notary Public, State of Texas

ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Jose Garcia and wife Elida C. Garcia, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office, this _____ day of December, 2008.

_____

Notary Public, State of Texas

AI-12939 **14.C.**

Additional ROW- Mile 5 1/4 & Moorefield Drainage Project

CC REGULAR

Date:	12/23/2008
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Right of Way

Information

CAPTION

Authorization for surveys, metes & bounds, title reports, appraisals and acquisition of additional right for the Mile 5 1/4 & Moorefield Road Drainage Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1200-431-00-260-001-0-711

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

BUDGETARY IMPACT:

Available balance is $383,276.00 as of 12/18/08.

Attachments

Link: Mile 5 1/4 & Moorefield Drainage Project

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/18/2008 08:37 AM	APRV
2	Dale Kennan	Dale Kennan	12/18/2008 09:10 AM	APRV
3	Auditor's Office		12/19/2008 05:13 PM	NEW
Form Started By: Sandra Garcia			Started On: 12/17/2008 04:37 PM	
Final Approval Date: 12/19/2008				


Regina Dr
Limon Dr
5 Mile Circle
Justin Rd
Schubach Rd
Moodieland Rd
Ninspiration
676
© 2008 Tele Atlas
Google
elev 167 ft
Eye alt 6142 ft

AI-12935 **14.D.**

Earnest Money Contract - San Carlos Drainage Improvements

CC REGULAR

Date:	12/23/2008
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Right of Way

Information

CAPTION

Authorization for County Judge to execute Earnest Money Contract for a 2.41 acre tract of land out of Block 200, La Blanca Tract out of Llano Grande Subdivision and a 20.00 acre tract of land out of the 25 acres of Lot 15 Section 260 Texas Mexican Railroad Company's Survey Subdivision for the the San Carlos Drainage Improvement Project with authority for County Auditor to review and complete processing procedures and for County Treasurer to issue manual check.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-170-00-000-000-0-000

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

BUDGETARY IMPACT:

Contract is currently unavailable and still in the process of being "prepared by Steve Crain" (as of 12/18/08) as per Sandra G. @ Right of Way. Contract will be attached when it becomes available.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/18/2008 08:34 AM	APRV
2	Dale Kennan	Dale Kennan	12/18/2008 08:53 AM	APRV
3	Auditor's Office		12/19/2008 05:13 PM	NEW

Form Started By: Sandra Garcia — Started On: 12/17/2008 04:26 PM

Final Approval Date: 12/19/2008

AI-12904 **14.E.**

Additional ROW - Cesar Chavez Drainage Project

CC REGULAR

Date:	12/23/2008
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Right of Way

Information

CAPTION

Authorization for surveys, metes & bounds, title reports, appraisals and possible acquisition of right of way for the Cesar Chavez Drainage Project. Project limits: Cesar Chavez Road to 1320' east of FM 907 (Alamo Road) between Sioux Road and Eldora Road as approved by CC 9/9/08.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1202-431-00-122-034-0-711

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

BUDGETARY IMPACT:

Pending transfer 12/30/08.

Attachments

Link: Cesar Chave Drainage Project

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/17/2008 03:54 PM	APRV
2	Dale Kennan	Dale Kennan	12/17/2008 04:32 PM	APRV
3	Auditor's Office		12/19/2008 05:13 PM	NEW
Form Started By: Sandra Garcia			Started On: 12/17/2008 11:22 AM	
Final Approval Date: 12/19/2008				

PEREZ, MARIA GUADALUPE

EX
S
AI

AI-12950 **15.A.**

The Software Group, Inc. Invoice

CC REGULAR

Date:	12/23/2008
Submitted By:	Priscilla Garcia, COUNTY CLERK
Submitted For:	Annette Muniz
Department:	COUNTY CLERK
Agenda Category:	County Clerk

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of claims/invoice with authority for Hidalgo County Treasurer to issue payment for the following invoice after it has been reviewed , audited, and processing procedures are completed by the Hidalgo County Auditor:
-The Software Group, Inc. Invoice#70425 for $7,540.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1237-415-40-180-003-0-341

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

BUDGETARY IMPACT:

Available balance as of 12/18/08; $139,809.56

Attachments

Link: The Software Group, Inc Invoice

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/18/2008 08:39 AM	APRV
2	Roland Garcia	Rolando Garcia	12/18/2008 10:16 AM	APRV
3	Auditor's Office		12/19/2008 05:13 PM	NEW

Form Started By: Priscilla Garcia — Started On: 12/17/2008 05:07 PM

Final Approval Date: 12/19/2008

tyler
TECHNOLOGIES

Remittance:

Tyler Technologies, Inc.
The Software Group, Inc.
P.O. Box 678184
Dallas, TX 75267-8184

Questions:

The Software Group Division
6500 International Parkway
Plano, Tx 75093
Phone: 972-713-3770

INVOICE NO.	PAGE
70425	1
INVOICE DATE	
12/31/2007	

BILL TO

Hidalgo County Information Technology
100 N. Closner, Courthouse, 1st Floor
Edinburg, TX 78539

SHIP TO

Hidalgo County Clerk's Office
P.O. Box 58
100 S. Closner, Courthouse
Edinburg, TX 78539

ORDER NO.	CUSTOMER NO.	PURCHASE ORD NO.	SHIP VIA	TERMS
50,078.00-0.00	1340		MISC	Due in 30 days

QUANTITY	DESCRIPTION	UNIT PRICE	UM	NET PRICE
52.00	Programming Services required for the import of images linked to Probate cases in the Hidalgo Judicial Integrated System	145.00	EA	$ 7,540.00

INVOICE RECEIVED BY: _____ on 12/17/08
GOODS/SERVICES RECEIVED BY: _____ on 12/17/08
8-1237-415-40480-003-0-341

COMMENTS:

SALE AMOUNT	7,540.00
DELIVERY/HANDLING	0.00
SALES TAX	0.00
TOTAL	$ 7,540.00

AI-12925 **16.A.**

Amendment to Contract w/HEB

CC REGULAR

Date:	12/23/2008
Submitted By:	Neida Chavana, TAX OFFICE
Submitted For:	Armando Barrera Jr, RTA
Department:	TAX OFFICE
Agenda Category:	Tax Office

Information

CAPTION

Approval of Amendment to the Motor Vehicle License and Point of Sale Sticker Lease Agreement between Hidalgo County and HEB Grocery Company, LP, increase from 16 locations to 17.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Link: HEB Bond

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/17/2008 04:02 PM	APRV
2	Erika Reyna	Erika Reyna	12/19/2008 10:06 AM	APRV
3	Auditor's Office		12/19/2008 05:13 PM	NEW

Form Started By: Neida Chavana — Started On: 12/17/2008 03:02 PM

Final Approval Date: 12/19/2008

H-E-B Services Co.
646 S. Main Ave.
San Antonio, TX 78204
210.938.3889

November 20, 2008

Mr. Armando Barrera Jr., RTA
Tax Assessor-Collector,
Hidalgo County Administration Bldg.
2804 S US Hwy 281
Edinburg, TX 78539

Re: New Auto Tag Renewal Dealer Location – Mission #1

Dear Mr. Barrera,

We would like to expand the auto tag renewal service to our Mission #1 store location (**820 S. CONWAY, 78572**). I have included an amendment to our existing contract, as well as a copy of our current bond. The bond covers 17 stores, and we currently have only 16 stores offering the service.

Thank you for your consideration. I look forward to hearing from you upon approval.

Respectfully,

Valerie R. Long,
H-E-B - Services Co.
210.938.3889

EXHIBIT "A"
LIST OF PARTICIPATING H-E-B STORES
November 20, 2008

1.	H-E-B ALAMO #421	1211 E. FRONTAGE	78516	(956) 702-2289
2.	H-E-B DONNA #009	813 MILLER	78537	(956) 464-3471
3.	H-E-B EDINBURG #172	1212 S. CLOSNER	78539	(956) 381-9136
4.	H-E-B EDINBURG #431	2700 W. FREDDY GONZALEZ	78539	(956) 383-4083
5.	H-E-B ELSA #138	101 N. CROCKETT	78543	(956) 262-1501
6.	H-E-B MC ALLEN 1 #334	3601 PECAN	78501	(956) 971-9881
7.	H-E-B MC ALLEN 3 #217	900 S. 10TH ST	78501	(956) 630-2931
8.	H-E-B MC ALLEN 4 #212	3200 N. 10TH	78504	(956) 631-7138
9.	H-E-B MERCEDES #370	209 N. TEXAS	78570	(956) 514-0003
10	**H-E-B MISSION 1 #226**	**820 S. CONWAY**	**78572**	**(956) 581-2154**
11.	H-E-B MISSION 2 #571	200 E. GRIFFIN	78572	(956) 141-7908
12.	**H-E-B MISSION 3 #094**	**2409 E. EXPRESSWAY 83**	**78572**	**(956) 205-6700**
13.	H-E-B PALMVIEW #448	6016 EXPRESSWAY 83	78572	(956) 585-3161
14.	H-E-B PHARR #208	1300 E. BUSINESS 83	78577	(956) 781-6121
15.	H-E-B SAN JUAN #038	901 W. EXPRESSWAY 83	78589	(956) 781-0554
16.	H-E-B WESLACO 1 #231	1004 N. TEXAS	78596	(956) 968-9533
17.	H-E-B WESLACO 2 #485	310 N. WEST GATE DR.	78596	(956) 447-5901

AMENDMENT TO MOTOR VEHICLE LICENSE
POINT OF SALE STICKER LEASE

This Amendment is dated to be effective this 20th day of November, 2008. The Tax Assessor-Collector of Hidalgo County ("Tax Assessor-Collector") and HEB Grocery Company, LP ("Distributor") hereby agree to amend the Motor Vehicle License and Point of Sale Sticker Lease Agreement dated May 24, 2007, by and between the Tax Assessor-Collector and the Distributor ("Agreement") as follows:

1. Exhibit A of the Agreement is deleted in its entirety and replaced with Exhibit A, attached hereto.

Any defined term not defined in the Amendment shall have the meaning set forth in the Agreement. Except as expressly modified herein, the terms and conditions of the Agreement shall remain in full force and effect.

In witness whereof, the parties have caused this Amendment to be duly signed and delivered as of the date first written above.

HEB Grocery Company, LP

_____ Date: _____
William Hileman, Vice President, Services Co.

Subscribed and sworn to before me this _____ day of _____, 2008.

_____ (seal)
Notary Public, State of Texas

Hidalgo County

_____ Date: _____
J.D. Salinas, Hidalgo County Judge

Attested:

Signature: _____ Date: _____
County Clerk, Arturo Guajardo, Jr.

Tax Assessor-Collector

_____ Date: _____
Armando Barrera, Jr., Hidalgo County Tax Assessor-Collector

Subscribed and sworn to before me this _____ day of _____, 2008.

_____ (seal)
Notary Public, State of Texas

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

DALLAS BRANCH OFFICE

12222 Merit Drive, Suite 700 Dallas, TX 75251

RIDER

To be attached to and form a part of **Official Bond, No. POB08028071**, issued by the **Fidelity and Deposit Company of Maryland**, as Surety, on behalf of **H.E. Butt Grocery Company**, as Principal.

In consideration of the premium charged for the attached bond, it is hereby agreed that the attached bond be amended as follows:

Increase in bond amount by $5,000

From: $85,000.00
To: $90,000.00

Provided, However, that the attached bond shall be subject to all its agreements, limitations and conditions except as herein expressly modified, and further that the liability of the Surety under the attached bond and the attached bond as amended by this rider shall not be cumulative.

This rider shall become effective as of **10th** day of **December, 2008**.

Signed, sealed and dated this **10th** day of **December, 2008**.

ATTEST

By: _____

PRINCIPAL
H.E. Butt Grocery Company

By: _____

SURETY
Fidelity and Deposit Company of Maryland

By: Stephanie Gunderson

Stephanie Gunderson
Attorney-in-Fact

J1123



Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, corporations of the State of Maryland, by WILLIAM J. MILLS, Vice President, and GERALD F. HALEY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Marc W. BOOTS, Joy DURHAM, Vickie LACY, Stephen R. SMITH, Richard COVINGTON, Misty KOSLOSKY, Maria D. ZUNIGA, Heather NOLES and Stephanie GUNDERSON, all of Houston, Texas, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings, EXCEPT bonds on behalf of Independent Executors, Community Survivors and Community Guardians.** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Marc W. BOOTS, Joy HAJOVSKY, Vickie LACY, Stephen R. SMITH, Richard COVINGTON, Francine BUTLER, Misty KOSLOSKY, Maria D. ZUNIGA, dated August 24, 2007.

FOR YOUR PROTECTION LOOK FOR THE ZURICH WATERMARK

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seals of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, this 2nd day of May, A.D. 2008.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

FIDELITY AND DEPOSIT COMPANY INCORPORATED 1890 OF MARYLAND

COLONIAL AMERICAN CASUALTY AND SURETY COMPANY SEAL

By:

Gerald F. Haley *Assistant Secretary* *William J. Mills* *Vice President*

State of Maryland }
City of Baltimore } ss:

On this 2nd day of May, A.D. 2008, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came WILLIAM J. MILLS, Vice President, and GERALD F. HALEY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Companies aforesaid, and that the seals affixed to the preceding instrument is the Corporate Seals of said Companies, and that the said Corporate Seals and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

DENNIS R. HAYDEN HARFORD COUNTY MARYLAND NOTARY PUBLIC

Dennis R. Hayden *Notary Public*
My Commission Expires: February 1, 2009

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

EXTRACT FROM BY-LAWS OF COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the respective By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990 and of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,

this 10th day of December, 2008.

Gregg E. Murray

Assistant Secretary

AI-12912 **17.A.**

Data Card Request

CC REGULAR

Date:	12/23/2008
Submitted By:	Griselda Salazar, IT DEPARTMENT
Submitted For:	Renan Ramirez
Department:	IT DEPARTMENT
Agenda Category:	Precinct #1

Information

CAPTION

Pursuant to Hidalgo County Cellular Telephone Policy, presentation for consideration, acceptance and approval of Cellular Phone Request Form for the following elected official(s), department head(s), program director(s) and employee(s):

Department Name:	Name of Employee:	Basic Rate Plan:	Total Per Month:	One Time Equipment Cost:
Commissioner Pct. 1	Patricio Rene Avila	Data Plan	$55.00	$99.99
Commissioner Pct. 1	Maria Martha Mena	Data Plan	$55.00	$99.99

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1201-431-00-121-004-0-534

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

BUDGETARY IMPACT:

Pending AI-12936 (CC 12/23/08) for $261.42 to fund obj# 534 for cellular phone request.

Attachments

Link: Data Cards Request

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/17/2008 04:00 PM	APRV
2	Roland Garcia	Rolando Garcia	12/18/2008 09:49 AM	APRV
3	Auditor's Office		12/19/2008 05:13 PM	NEW

Form Started By: Griselda Salazar — Started On: 12/17/2008 01:47 PM

Final Approval Date: 12/19/2008

CELLULAR PHONE REQUEST FORM
HIDALGO COUNTY, TEXAS

(1) Type of Request:

XX Phone and service (NEW) **DATA CARD**
☐ Phone and service (Porting/Existing number: 956-___-_____)
☐ Plan change
☐ User Name Change
☐ Delete Service
XX Other **DATA CARD**

(2) Requesting employee/position: **Patricio Rene Avila, Director of Operations**

Employee ID #: **103144** Office: **Pct. 1** Budget Acct. #: **8-1201-431-00-121-004-0-534**

(3) Type of duties:

XX Offsite duties XX On-call duties ☐ Law Enforcement XX Emergency Response ☐ Other: _____

(4) Describe how cell phone will be used: **for laptop computer to be used in the daily work operation.**

(5) Anticipated usage in minutes per month (check only one):

Sprint	☐ Other	☐ BE1000	☑ Data Plan	☐ Equipment Type	☑ Equipment Cost
Plan Cost	$ ____	$55.00	$55.00	_____	$ 99.99

(6) Will phone be used outside of the County of Hidalgo **Yes**. If yes indicate where and how frequently **Occassionally on Out of County business travel.**

(7) Cell phones come with desktop charger. Additional accessories needed:

Car charger **N/A** Carrying case _____ Extra battery _____ Other: _____

(8) If requesting a different model or make of cell phone than is supplied under the current contract indicate justification for additional expense **N/A**

Department Head / Elected Official

Signature	Print Name	Date Signed
Joseph Palacios	Joseph Palacios Chief Administrator, Pct. 1	12/11/08
↑ Signature ↑	↑ Print Name ↑	↑ Date Signed ↑

APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT

APPROVAL DATE : _____

For multiple phone requests, please continue on the following page.
V5 – modified 3/12/2008

CELLULAR PHONE REQUEST FORM
HIDALGO COUNTY, TEXAS

(1) Type of Request:

XX Phone and service (NEW)
☐ Phone and service (Porting/Existing number: 956-___-_____)
☐ Plan change
☐ User Name Change
☐ Delete Service
☑ Other DATACARD

(2) Requesting employee/position: Maria Martha Mena

Employee ID #: 154091 Office: _____ **Budget Acct. #:** 8-1201-431-00-121-004-0-534

(3) Type of duties:

XX Offsite duties XX On-call duties ☐ Law Enforcement ☐ Emergency Response ☐ Other: _____

(4) Describe how cell phone will be used: for laptop computer to be used in the daily work operation/

(5) Anticipated usage in minutes per month (check only one):

Sprint	☐ Other	☐ BE1000	☑ Data Plan	☐ Equipment Type	☑ Equipment Cost
Plan Cost	$____	$55.00	$55.00	_____	$99.99

(6) Will phone be used outside of the County of Hidalgo Yes. If yes indicate where and how frequently Occassionally on Out of County business travel.

(7) Cell phones come with desktop charger. Additional accessories needed:

Car charger N/A Carrying case _____ Extra battery _____ Other: _____

(8) If requesting a different model or make of cell phone than is supplied under the current contract indicate justification for additional expense N/A

Department Head / Elected Official

Signature	Print Name	Date Signed
Joseph Palacios	Joseph Palacios Chief Administrator, Pct. 1	12/17/08

APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT

APPROVAL DATE : _____

For multiple phone requests, please continue on the following page.
V5 – modified 3/12/2008

AI-12993 **18.A.**

ICA- City of Hidalgo Val-Mex

CC REGULAR

Date:	12/23/2008
Submitted By:	Monica Badillo, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Precinct #2

Information

CAPTION

Approval of Interlocal Cooperation Agreement between City of Hidalgo and County of Hidalgo - Val-Mex Drive

BACKGROUND

road improvements to Val Mex Drive

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1202-431-00-122-035-0-XXX

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

BUDGETARY IMPACT:

For funding availablity please see the attached 2008 Expense Report for Val-Mex Dr., dated as of 12/19/08.

Attachments

Link: Agreement

Link: 2008 Exp Rpt for Val Mex Drive 12/19/08

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/19/2008 03:33 PM	APRV
2	Dale Kennan	Dale Kennan	12/19/2008 04:28 PM	APRV
3	Auditor's Office		12/19/2008 05:13 PM	NEW

Form Started By: Monica Badillo — Started On: 12/19/2008 03:15 PM

Final Approval Date: 12/19/2008

STATE OF TEXAS '
'
COUNTY OF HIDALGO '

INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF HIDALGO, TEXAS AND
COUNTY OF HIDALGO, TEXAS

THIS Agreement is made on this the ____ day of _____, 2008, by and between the **CITY OF HIDALGO, TEXAS** hereinafter referred to as "City", and the **COUNTY OF HIDALGO, TEXAS,** hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, City is a home rule municipality located in Hidalgo County, Texas:

WHEREAS, County is a county in the State of Texas;

WHEREAS, the County and City desire to make road improvements to Val Mex Drive located approximately eighty percent in the County and approximately twenty percent in the City as more particularly described on Exhibit A hereto (the "Road") in order to accommodate heavy commercial truck traffic that frequents the Road;

WHEREAS, City and County, each pursuant to its statutory and constitutional authority, are responsible for maintenance and improvements of public roadways within their boundaries, and are desirous that the necessary improvements be done to expand the use of Val Mex Street within the City and County;

WHEREAS, the improvements to the road shall include, but not be limited to, street construction, curb and gutter, concrete paving, a storm sewer, right-of-way acquisition for the Road and the temporary alternate routes during construction of the Road, and engineering (collectively the "Project");

WHEREAS, it will be necessary for City and County respectively to acquire temporary rights-of-way from private citizens that own property in the vicinity of the Project in order to provide routes during construction of the Road;

WHEREAS, City and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Tex. Govt Code 791.001 et. seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

NOW THEREFORE, City and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. County, with the City's assistance, shall be responsible for acquiring the necessary temporary rights-of-way in the name of City and County respectively from private citizens in order to provide alternate routes during construction of the Road.

2. County shall be responsible for performing the work necessary to complete the Project (including acquisition and construction of temporary rights of way, engineering, specifications, plans and maps) within the County and the City, either through its own labor, equipment or materials, or through it agents, contractors or subcontractors, in an amount not to exceed Four Hundred Seventy Thousand and Sixty Dollars ($ 470,060.00).

3. City shall contribute or otherwise fund the balance of the cost of the Project which is currently estimated to be Seven Hundred Fifty Four Thousand Six Hundred Fifteen Dollars ($754,615.00) within thirty (30) days from receipt of invoice from the County.

4. City, pursuant to Tex. Trans. Code Section 251.012, authorizes County to perform the work described herein within its city limits.

5. Following completion of the work described herein, the parties agree that City shall be responsible for the maintenance of any portion of Val Mex Drive located within the city limits of City so long as such portion of the road remains within the city limits and County shall be responsible for the maintenance of any portion of Val Mex Drive located within the County's boundaries so long as such portion of the road remains within the County's boundaries and not within the City.

6. In addition to the Project, City additionally agrees to convey or cause to be conveyed to County an eighty foot right of way located entirely within County (the "Right of Way") as more particularly described in Exhibit B. County agrees to commence construction of a road at the sole expense of the County on such Right of Way from Arena Drive to Val Mex Road, on or reasonably after conveyance by the City to County of the Right of Way described on Exhibit B.

7. City shall at its sole cost and expense, make any adjustments to utilities which may be necessary for the construction of the Project or the Right of Way described in numbered paragraph 6 hereof.

8. County shall be responsible for the engineering, specifications, plans and maps necessary to complete the Project and the road to be located on the Right of Way to County road standards.

9. **Hold Harmless Clause.** The parties agree to hold each other harmless from any and

all liability that may arise and result from either party's performance under this Agreement.

10. **Conflict with Applicable Law**. Nothing in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any (applicable law,) 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. The Agreement shall be modified only to the extent as necessary to conform the agreement to the applicable law bring them within the legal requirements and only during the time such conflicts exists.

11. **No Waiver**. No waiver by any party hereto 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.

12. **Entire Agreement**. This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representation or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by City and County, and not otherwise.

13. **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.

14. **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 City:	City of Hidalgo Attention: Joe Vera, City Manager 704 E. Texano Drive Hidalgo, Texas 78557
If to County:	County of Hidalgo Attention: J.D. Salinas, III, County Judge P.O. Box 758 Edinburg TX 78540-0758

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.

15. **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.

16. **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.

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

18. **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 of paragraph hereof.

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

20. **Authority to Execute**. The execution and performance of this Agreement by each of the parties have been duly authorized by all necessary laws, resolutions, ordinances or government body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in Accordance with its terms.

21. **Governmental Purpose**. Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided

22. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon thirty (30) days written notice to the other party. Each of the parties hereto agrees, however, to use its best 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 each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. 271.903.

23. **Severability**. Should any phrase, clause, sentence or section of this Agreement be judicially declared to be invalid, unenforceable or void, such decision will not have the effect of invalidating or voiding the remainder of this Agreement, and such part of this Agreement

will be deemed to have been stricken herefrom and the remainder of this Agreement will have the same force and effect as if such part or parts had never been included herein.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

CITY OF HIDALGO, TEXAS

_____
John David Franz, Mayor

ATTEST:

_____
City Secretary

COUNTY OF HIDALGO

_____
J.D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVE AS TO FORM:

ATLAS & HALL, L.L.P.

_____
By: Stephen L. Crain

Hidalgo County

Expenditure Summary Report

Standard Report Format

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1202 R&B PRECINCT NO.2							
8-1202-431-00-122-035-0-711	PCT.2-INTGT'L EXP-HIDALGO-VAL-MEX DR-ROW	13,600.00	5,100.00	8,500.00	8,500.00	.00	100.00
8-1202-431-00-122-035-0-731	PCT.2-INTGT'L EXP-HIDALGO-VAL-MEX DR-RD	38,200.00	21,010.00	5,730.00	5,730.00	11,460.00	70.00
8-1202-431-00-122-035-0-841	PCT.2-INTGT'L EXP-HIDALGO-VAL-MEX DR-AID	25,900.00	.00	.00	.00	25,900.00	.00
1202 R&B PRECINCT NO.2		**77,700.00**	**26,110.00**	**14,230.00**	**14,230.00**	**37,360.00**	**51.92**
8 YEAR		**77,700.00**	**26,110.00**	**14,230.00**	**14,230.00**	**37,360.00**	**51.92**

AI-12985 **19.A.4.**

Fuel Credit Card Policy

CC REGULAR

Date:	12/23/2008
Submitted By:	Ovidio Gonzalez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Hidalgo County

Information

CAPTION

Discussion, consideration and action in connection with amending/updating the current Hidalgo County Fuel Credit Card Policy.

BACKGROUND

Please see attached Fuel Credit Card Policy.

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No funding needed.

Attachments

Link: Fuel Credit Card Policy

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/19/2008 11:22 AM	APRV
2	Budget & Management	Veronica Lopez	12/19/2008 01:36 PM	APRV
3	Erika Reyna	Erika Reyna	12/19/2008 01:49 PM	APRV
4	Auditor's Office		12/19/2008 05:13 PM	NEW

Form Started By: Ovidio Gonzalez — Started On: 12/19/2008 11:07 AM

Final Approval Date: 12/19/2008

DRAFT – FOR DISCUSSION PURPOSES ONLY

FUEL CREDIT CARD USE POLICY, GUIDELINES, AND PROCEDURES

REFERENCE

Form F.1.1 "Fuel Credit Card Request Form"
Form F.1.2 "Fuel Purchases Log""
Form F.1.3 "Statement of Understanding"

BACKGROUND

On December 23, 2008, the Hidalgo County Commissioners' Court revised the Fuel Credit Card Use Policy, Guidelines, and Procedures. This Fuel Credit Card Use Policy, Guidelines, and Procedures supersede the original Fuel Credit Card Use Policy, Guidelines, and Procedures approved on February 26, 2008. The fuel credit card use policies, procedures, and guidelines set forth below are applicable to Hidalgo County Public Officials (Elected Officials, Appointed Officials, and Department Heads) and employees.

The purpose of this policy is to provide rules guidance and procedures for the use of fuel credit cards and to provide for disciplinary action for the misuse thereof. Public Officials may enact a more restrictive policy regarding usage of fuel credit cards for their respective Office/Department.

POLICIES AND GUIDELINES

1.00 FUEL CREDIT CARD ADMINISTRATION

1.01 Fuel Credit Card Administrator: The Purchasing Agent shall serve as the Fuel Credit Card Administrator. The Fuel Credit Card Administrator shall be assigned responsibility for administering the countywide Fuel Credit Card Program. The Fuel Credit Card Administrator's responsibilities include the following:

1. Reviews requests for fuel credit cards from Fuel Credit Card Managers and requests approval for the issuance of fuel credit cards from Commissioners' Court;
2. Receives fuel credit cards from the Fuel Credit Card Issuer and issues fuel credit cards to Fuel Credit Card Managers;
3. Provides training to Fuel Credit Card Managers and Fuel Credit Cardholders regarding the proper use of the fuel credit card in accordance with this policy;
4. Assists the Fuel Credit Card Managers and Fuel Credit Cardholders with settling credit card disputes;
5. Ensures compliance with the policy by reviewing purchases monthly on a sample basis;
6. Monitors the fuel credit card for late payments;
7. Reviews the Fuel Credit Card Use Policy at least annually and presents recommendations for improvement to Commissioners' Court for approval; and
8. Is responsible for other duties as outlined by this policy.

1.02 Fuel Credit Card Manager: Public Officials shall assign the responsibility for administering the Fuel Credit Card Program for their respective office/department to a Fuel Credit Card Manager. Responsibilities of the Fuel Credit Card Manager include the following:

DRAFT – FOR DISCUSSION PURPOSES ONLY

1. Receives training upon designation as a Fuel Credit Card Manager and annually thereon regarding administration of the Fuel Credit Card Program and responsibilities from the Fuel Credit Administrator;
2. Submits requests for fuel credit cards to the Fuel Credit Card Administrator;
3. Distributes fuel credit cards to Fuel Credit Cardholders;
4. Distributes fuel credit cards to authorized users of non-vehicle related equipment when card is needed to make a fuel purchase;
5. Documents on a log the date the fuel credit card was released/returned and the name of the authorized user that was provided with the non-vehicle related equipment fuel credit card to make a purchase;
6. Reviews fuel credit card purchases in detail on a monthly basis to ensure that purchases are appropriate and made in accordance with this policy;
7. Reviews fuel credit card statements and recommends approval of payment to the Public Official;
8. Ensures fuel credit cards are stored in a secure location while not in use; and
9. Is responsible for other duties as outlined by this policy.

1.03 Fuel Credit Cardholder (authorized users): Fuel Credit Cardholders are those individuals authorized by Commissioners' Court to make fuel purchases with a fuel credit card in accordance with this policy. Fuel Credit Cardholders responsibilities include the following:

1. Obtains and safeguards original itemized receipts for all fuel purchases;
2. Documents fuel purchases on ***Form F.1.2 "Fuel Purchases Log"***;
3. Certifies all fuel purchases were for official county business;
4. Ensures fuel credit cards are secured safely while in their possession; and
5. Is responsible for other duties as outlined by this policy.

1.04 Fuel Credit Card Issuer: The Fuel Credit Card Issuer is the company that issues fuel credit cards and sends out the monthly fuel credit card statements.

2.00 FUEL CREDIT CARD REQUIREMENTS

2.01 Requests for fuel credit cards must be presented by the Fuel Credit Card Administrator to Commissioners' Court for approval. Only authorized Cardholders shall have access and use to a fuel credit card.

2.02 Use of fuel credit card shall be restricted to purchase of fuel for official county business and be limited to regular unleaded or the recommended manufacturers fuel type. The fuel credit card is never to be used for securing of goods or services.

2.03 Sufficient funds must be available in the adopted budget before fuel expenditure is made.

2.04 Each fuel credit card will be assigned to a specific county vehicle and is to be used exclusively for that vehicle while on official county business.

DRAFT – FOR DISCUSSION PURPOSES ONLY

2.05 Fuel credit cards may be issued to authorized users for non-vehicle related fuel purchases (i.e. lawnmowers and weed eaters). The authorized users for non-vehicle related fuel purchases should be limited to the minimum amount of authorized users. Non-vehicle related fuel purchases shall require extra monitoring by the Fuel Credit Card Manager and the Fuel Credit Card Administrator.

2.06 The purchase of fuel for rental vehicles is not allowed except for the Sheriff's Office and the Elections Department while conducting official County business.

2.07 Under no circumstance shall a fuel credit card be used for personal vehicles or for another county vehicle for which the fuel credit card is not assigned.

2.08 If an employee finds it necessary to purchase fuel for a county vehicle or rental vehicle with personal funds as opposed to the fuel credit card, a request for reimbursement should be submitted to the County Auditor's Accounts Payable Division, along with proper supporting documentation (i.e. original itemized receipts).

2.09 Public Officials and County employees receiving a car allowance, Fuel Credit Card Managers, and the Fuel Credit Card Administrator may not have access to or be issued a fuel credit card.

2.10 Fuel credit cards for county and authorized rental vehicles will have a credit limit of $500.00 per month and two transactions per day unless otherwise requested and approved by Commissioners' Court. Fuel credit cards for non-vehicle related equipment will have a credit limit of $100.00 per month and two transactions per day unless otherwise requested and approved by Commissioners' Court. Requests for increases with proper justification shall be submitted to the Fuel Credit Card Administrator in writing for review prior to obtaining Commissioners' Court approval.

2.11 **Obtaining a Fuel Credit Card**

1. The Fuel Credit Card Manager shall make requests to the Fuel Credit Card Administrator for fuel credit card(s) using ***Form F.1.1" "Fuel Credit Card Request"*** form.

2. Each fuel credit card shall have pre-established merchant codes, credit limits, and limit on daily # of transactions.

3. Requests for changes to these limits shall be submitted for review to the Fuel Credit Card Administrator.

4. The Fuel Credit Card Administrator shall submit a copy of ***Form F.1.1 "Fuel Credit Card Request"*** *form* to the Department of Budget and Management's Risk Safety Division to verify that requested users of fuel credit cards meet the County's driver requirements.

5. The Fuel Credit Card Administrator shall obtain approval from Commissioners' Court before issuing a fuel credit card or increasing limits to the fuel credit card.

6. Once approval is obtained, the Fuel Credit Card Administrator must provide face-to-face training to the Fuel Credit Cardholder before fuel credit card(s) is issued. The fuel credit card shall not be released until the training is provided. The training shall be provided yearly to existing Fuel Credit Cardholders and Fuel Credit Card Managers. The Fuel Credit Card Administrator shall maintain evidence of the training in the form of a sign-in sheet.

7. The Fuel Credit Card Administrator shall require the Fuel Credit Cardholder to sign ***Form F.1.3 "Statement of Understanding"*** acknowledging that the Fuel Credit Cardholder has read and agrees to comply with the Fuel Credit Card Use Policy, Guidelines, and Procedures.

2.12 **Fuel Credit Card Security**

1. The Fuel Credit Card Manager shall maintain a list of approved fuel credit cards and authorized users for his/her department. The Fuel Credit Card Manager should note on the list the names of the authorized users for each fuel credit card. List shall be physically secured.

2. The Fuel Credit Card Manager shall maintain all fuel credit cards safe and secure.

3. The Fuel Credit Card Manager shall only release non-vehicle related equipment fuel credit cards to authorized users when needed to make a fuel purchase. The Fuel Credit Card Manager shall document on a log the date the fuel credit card was released/returned and the name of the authorized user to which the non-vehicle related equipment fuel credit card was released.

4. The Fuel Credit Cardholders shall not share their assigned unique PIN numbers.

5. The Fuel Credit Card Administrator shall maintain the name and number of the Fuel Credit Card Issuer representative.

6. The Fuel Credit Card Administrator shall maintain a list of approved Fuel Credit Cardholders and the Fuel Credit Card Manager assigned to the fuel credit card. The list shall include the authorized merchant codes credit limits, and limit on daily # of transactions. In addition, the Fuel Credit Card Manager should note on the list the names of the authorized users for each fuel credit card. List shall be physically secured.

7. The Fuel Credit Card Administrator shall submit an updated list to the County Auditor's Accounts Payable Division by the 5th workday of the following month.

8. The fuel credit card should be a unique color to reduce the risk of being accidentally used as a personal credit card.

9. The fuel credit card should have the pre-printed name of the organization above the name of vehicle ID or non-vehicle related equipment ID.

10. The fuel credit card should be pre-printed to clearly state "Fleet Fuel Only" on the front.

2.13 **Lost or Stolen Fuel Credit Cards**

1. The Fuel Credit Card Manager shall immediately notify the Fuel Credit Card Administrator if the fuel credit card is lost, stolen, or changes to personnel who are authorized to make fuel credit card purchases have been made.

2. The Fuel Credit Card Administrator will then notify the Fuel Credit Card Issuer to cancel/deactivate the lost or stolen fuel credit card. A request for a new fuel credit card from the Fuel Credit Card Issuer will be promptly made.

3. If the lost or stolen fuel credit card is subsequently found, the fuel credit card shall be immediately returned to the Fuel Credit Card Administrator and will be destroyed.

2.14 **Documenting Purchases**

1. A fuel purchases log and original itemized receipts shall be maintained for each fuel credit card issued. Frequent losses of receipts may result in disciplinary action. The Fuel Credit Cardholder may also be required to pay charges with his/her own personal funds.

2. The fuel purchases log, at a minimum, (***Form F.1.2 "Fuel Purchases Log" has been provided for your convenience)*** should include the following:

   a. date and purpose of the purchase;

   b. merchant name;

   c. gallons purchased ;

   d. name of the user/purchaser;

   e. total amount of purchase;

   f. odometer readings;

   g. object number to which fuel purchases should be charged; and

   h. column for the Fuel Credit Card Manager to check-off his/her detailed monthly reconciliation to the fuel credit card statement.

   i. signature line for the authorized user to certify purchase was for official business use; and

j. signature line for the Fuel Credit Card Manager to certify his/her review and recommended approval for payment.

3. The Fuel Credit Cardholders shall forward the fuel purchases log to the Fuel Credit Card Manager at least once a month.

4. The Fuel Credit Card Manager shall maintain a permanent file of all fuel purchase logs in accordance with the records retention law. This file will be subject to periodic review by the County Auditor's Office.

2.15 **Payment and Reconciliation**

1. The Fuel Credit Card Manager shall reconcile the fuel purchases log and original itemized receipts to the monthly fuel credit card statement.

2. The Fuel Credit Card Manager will verify that required information is entered on the fuel purchases log by the Fuel Credit Cardholders.

3. The Fuel Credit Card Manager will verify that original itemized receipts were submitted for each purchase, purchases are made in compliance with policy; and correct odometer readings are entered in sequential order. The Fuel Credit Card Manager should note discrepancies and forward the discrepancies to the Fuel Credit Card Administrator and the County Auditor's Accounts Payable Section.

4. The Fuel Credit Card Manager shall ensure that sufficient funds are available in the adopted budget to pay for the fuel credit card purchases.

5. Every attempt should be made to ensure balances are paid in full each month (see resolution of disputed charges).

6. Reconciled fuel credit card statement(s), and original itemized receipts shall be forwarded to the County Auditor's Accounts Payable Division for payment.

2.16 **Disputed Charges**

1. The Fuel Credit Card Manager shall inform the Fuel Credit Card Administrator of disputed charges within two calendar days. Communication shall be in writing (email or memorandum) and document the following:

    a. date of disputed purchase;

    b. name of merchant;

    c. gallons disputed;

    d. total amount of disputed purchase; and

e. Reason of dispute.

2. The Fuel Credit Card Administrator shall inform the Fuel Credit Card Issuer of the disputed charges within two calendar days. Communication shall be documented in writing.

2.17 **Canceling a Fuel Credit Card**

1. The Fuel Credit Card Manager shall immediately notify the Fuel Credit Card Administrator in writing when:

   a. a vehicle is sold, wrecked or removed from service;

   b. a vehicle is transferred to another county department (Note: Please ensure that the Fuel Credit Administrator is notified prior to transferring vehicle to another county department to ensure that proper department is billed for fuel purchases);

   c. an authorized Fuel Credit Cardholder's employment with the county is terminated; or

   d. an authorized Fuel Credit Cardholder is transferred to another county department.

2. The written notification shall include:

   a. a request to cancel the fuel credit card;

   b. the reasons for canceling the fuel credit card;

   c. identify the fuel credit card number;

   d. vehicle identification number or non-vehicle related equipment description and serial number;

   e. unit number;

   f. license plate number; and

   g. authorized user (if any).

3. Upon written notification, the Fuel Credit Card Administrator shall request from the Fuel Credit Card Issuer that the fuel credit card be cancelled/deactivated. The request shall be made in writing. The written request shall be filed for record keeping purposes in accordance with the records retention law.

4. Prior to separation from the County or before transferring to another county department, the employee shall surrender the fuel credit card to the Fuel Credit Card Manager. The Fuel Credit Card Manager shall surrender the fuel credit card to the Fuel Credit Card Administrator and the fuel credit card shall be destroyed. The Fuel Credit Card

Administrator shall maintain records indicating when the fuel credit card was destroyed in accordance with records retention law.

2.18 The County Auditor may use discretion to approve fuel credit card charges for payment that were not incurred in accordance with the Fuel Credit Card Use Policy; however, the charges were reasonable, necessary, and incurred while conducting official county business.

2.19 **Fuel Credit Card Rebates**

1. Fuel credit card rebates shall be addressed by the Fuel Credit Card Administrator for proper credit to the County of Hidalgo. The rebates shall be submitted immediately to the County Treasurer's Office for deposit but no later than the 7th day work day from the date the rebates were received.

3.00 SANCTIONS

3.01 Any misuse of the fuel credit card will result in reasonable disciplinary actions that may include one or a combination of the following:

a. termination of employment;

b. payroll deduction of any unauthorized purchases and of any administrative costs associated with any unauthorized purchase;

c. reimbursement to Hidalgo County for unauthorized purchase and any administrative costs associated with the unauthorized purchase;

d. transfer of duty that does not involve or require the use of the fuel credit card;

e. limitation on the use of the fuel credit card and/or termination of the right to use the fuel credit card at anytime with or without cause; or

f. other discipline as authorized by the Public Official.

DRAFT – FOR DISCUSSION PURPOSES ONLY

PROCEDURES

1. The following procedures are required and will be adhered to when using the fuel credit card:

   a. ***Form F.1.3 "Statement of Understanding"*** (attached hereto) acknowledging the understanding of this policy, and the sanctions for misuse must be signed and kept in a file by the Fuel Credit Card Administrator for each authorized user.

   b. A purchase order for the purchase of fuel must be open and valid prior to using the fuel credit card. All funds for the fuel credit cards shall be in the appropriated budget line items.

   c. A list of approved fuel credit cards and authorized users must be kept with the Fuel Credit Card Manager with a copy to the Fuel Credit Card Administrator. The Fuel Credit Card Manager should note on the list the names of the authorized users for each fuel credit card. The list shall include the authorized merchant codes credit limits and limit on daily # of transactions.

   d. When using the fuel credit card at a self serve pump, the employee will:

      i. enter P.I.N. (Personal Identification Number);

      ii. enter the vehicle number;

      iii. enter the odometer reading;

      iv. request for original itemized receipt (If receipt is not automatically generated at the pump, a original itemized receipt must be requested from the store attendant);

      v. sign or initial original itemized receipts and write in his/her County Employment Identification Number; and

      vi. submit original itemized receipt to their Fuel Credit Card Manager the same date; or

      vii. if fueling after established work hours, submit the original itemized receipt to the Fuel Credit Card Manager the next business day.

   e. If an employee loses a receipt, the employee will submit an affidavit accounting for the specific lost data. The affidavit shall accompany request for payment to the County Auditor's Accounts Payable Division. An employee's fuel credit card privileges may be revoked if receipts are frequently lost.

   f. When the fuel credit card statement is received, the Fuel Credit Card Manager shall reconcile the charges.

g. If the fuel credit card statement is reconciled, then the Fuel Credit Card Manager shall deliver all documents necessary for payment to the County Auditor's Accounts Payable Division.

h. If the fuel credit card statement cannot be reconciled between the Fuel Credit Card Manager and the Fuel Credit Cardholder, then the Fuel Credit Card Manager shall notify the Fuel Credit Card Administrator in writing to dispute any amounts that are determined to be in error. The Fuel Credit Card Manager shall deliver to the County Auditor's Accounts Payable Division an annotated copy of the fuel credit card statement showing amounts in dispute with a request for payment on undisputed amounts.

i. The Fuel Credit Card Manager shall deliver fuel credit card fuel credit card statements to the County Auditor's Accounts Payable Division within five (5) working days following receipt of the fuel credit card statement. The County Auditor's Accounts Payable Division shall make every effort in the normal course of business to process valid fuel credit card statements for payments prior to the payment due dates.

j. The Fuel Credit Card Administrator at their discretion may terminate privileges at any time due to misuse, abuse, etc.

DRAFT – FOR DISCUSSION PURPOSES ONLY

STATEMENT OF UNDERSTANDING

I have read understood and will abide by the Fuel Credit Card Use Policy (The "Policy"). I understand that the Fuel Credit Card Use Policy is designed to improve the management and control of official business of the County of Hidalgo.

I further understand the issuance of a Fuel Credit Card (the "Card") to me is keeping with my assigned duties and responsibilities and that I am being specifically directed to:

- Abide by all policies rules and understandings with respect to the Card.
- Use the Card only for those necessary and reasonable expenses incurred or authorized for the direct purpose of the Fuel Credit Card Program.
- Make **ABSOLUTELY NO** personal use of the Card.
- Use the Card only as anticipated in the budget.
- Use of the Card for emergency purchases must be completed as outlined in the policy.
- Retain and submit original itemized receipts for all Card use.
- Keep the Card in my possession and control at all times.
- Allow no one else to use the Card or pin number assigned to me.
- Permanently surrender the Card when my duties no longer require the use of the Card.

I agree to comply with the terms and conditions of the Hidalgo County Fuel Credit Card Use Policy. I understand that any misuse of the Card will result in one or more of the following:

- Termination of employment.
- Payroll deduction of any unauthorized purchases and of any administrative cost associated with any unauthorized purchase.
- Reimbursement to Hidalgo County for unauthorized purchase and any administrative costs associated with the unauthorized purchase.
- Transfer of duty that does not involve or require use of the Card.
- Limitation on the use of the Card and or termination of my right to use the Card at any time with or without cause.
- Other discipline as authorized by the Public Official for violation of Fuel Credit Card Use Policy.

DRAFT – FOR DISCUSSION PURPOSES ONLY

I certify that I have read understood and agree to abide by the above and all other policies, procedures, features and regulations that apply to the County of Hidalgo, Texas Fuel and/or Fuel Credit Card Use Policy.

_____

Print Name

_____ _____ _____

Employee Signature Employee No. Date

_____

Department Name

AI-12967 **19.A.5.**

Section 125 Plan Administrator

CC REGULAR

Date:	12/23/2008
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Hidalgo County

Information

CAPTION

Requesting authority to advertise a "Request For Proposal" with approval of procurement packet (i.e. qualifications, scope of services, requirements and/or specifications and draft contract document) as attached hereto for a "Section 125 Plan Administrator".

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-2201-415-00-115-010-0-350

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

BUDGETARY IMPACT:

Available balance is $120,662.95 as of 12/19/08. Original 2008 budget of $1,200,000.00; assume similar funding in 2009.

Attachments

Link: BACK-UP

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/19/2008 10:47 AM	APRV
2	Budget & Management	Veronica Lopez	12/19/2008 01:34 PM	APRV
3	Veronica Lopez	Veronica Lopez	12/19/2008 02:44 PM	APRV
4	Dale Kennan	Dale Kennan	12/19/2008 03:06 PM	APRV
5	Auditor's Office		12/19/2008 05:13 PM	NEW

Form Started By: Vangie Garcia Started On: 12/18/2008 10:52 AM

Final Approval Date: 12/19/2008

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR PROPOSAL

RFP- Section 125 Plan Administrator-Hidalgo County
Bid No: 2009-00-00-00CGV

Instructions for Submitting Request for Proposals (RFP's)

These General Instructions apply to all offers made to Hidalgo County, Texas (herein after referred to as "County") by all prospective vendors (herein after referred to as "Proposers") on behalf of Solicitations including, but not limited to, Invitation to RFP.

Review this document in it's entirety. Be sure your RFP is complete, and double check your RFP for accuracy. All applicable forms in this packet must be filled out in it's entirety and submitted with proposal response. Incomplete sections may be considered for probable cause of disqualification and/or non-compliance.

Governing Law: This RFP is governed by the competitive RFP requirements of the County Purchasing Act, Texas Local Government Code, §262.021 et seq., as amended. Proposers shall comply with all applicable federal, state and local laws and regulations. Proposer is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Hidalgo County may request and rely on advice, decisions and opinions of the Attorney General of Texas, the County Attorney and Commissioners Court Legal Division concerning any portion of these requirements.

draft

Hidalgo County is seeking to enter into a contract with a Section 125 Plan Administrator that is licensed by the State of Texas. The consultant is being engaged to assist the County in qualifying Section 125 Voluntary Insurance Plans for possible selection by any employee and elected official. The consultant must be prepared to devote sufficient staff time to the County to assure that the plans offered provide the most benefit to that participant. The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of **"RFP- Section 125 Plan Administrator-Hidalgo County"** as specified herein. Sealed proposals will be accepted until **9:30 A.M., Wednesday, January , 2009. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

RFP No: **2009-00-00-00CGV**
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2802 So. Business Hwy 281
Edinburg, Texas 78539

The Submittal Envelope Must Show the RFP Number, Name and Acceptance Date.

The following outlines the Request For Proposal:

SECTION I - GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that sealed proposals must be routed to Martha L. Salazar, CPPB, Purchasing Agent, Hidalgo County Purchasing Department, with a **Physical location of**: 2802 So. Business Hwy 281, **(Southeast Corner of Canton & Business Highway 281)** Hidalgo County New Administration Building, Edinburg, Texas, 78539. **WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN** Wednesday, January ,2009, at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, January , 2009. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST: Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are

encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.**

PROPOSER'S AFFIDAVIT: Prior Contract award, respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's, affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

> NON-COLLUSION: Submitters, by submitting the signed Proposer's Affidavit, certify that the accompanying submission is not the result of , or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

NON-DISCRIMINATION: Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF PROPOSALS: Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT: Hidalgo County reserves the right, in case of submitter default, to **procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.**

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS: It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or bidding procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

PROPOSAL DELIVERY: Hidalgo County requires submitters, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFP off.

SIGNING OF PROPOSALS: In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES: Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

SECTION II - RFP REQUIREMENTS

Request For Proposal: The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

Contents: The required contents for the RFP are presented below in the order they should be incorporated into the submitted document.

UNDERSTANDING OF THE PROJECT:
The County of Hidalgo employs approximately 3,800 employees. It is our intent to transfer the administrative responsibilities of the Section 125/Cafeteria Plan Administration to a Plan Administrator. Hidalgo County established the Hidalgo County Pretax Premium Plan, effective January 1, 1995. Preference will be given to those organizations that have a record of experience in administering IRC 125 Cafeteria Plans. This section should demonstrate the administrator's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

REQUIREMENTS:

- a description of the firm's personnel, experience of the consultant, evidence of a good organization and firm's management practices;
- a summary example of their most recent similar project with county governments or other political subdivisions;
- a minimum of three (client) references for whom the same type of work was performed (list must include name, address, telephone number, date and project description) should be included for reference purposes;
- a summary of the work plan, approach, and tasks, an outline of information that will be required from Hidalgo County;
- a typical schedule for the completion of this type project with ability to demonstrate an understanding of the scope of services;
- additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided;
- company/firm must be bonded;

Personnel and Staffing: The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member.

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Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the firm's credentials, education and experience with Plan Administration projects is required and will be scored accordingly during the evaluation process.

Required Certificates and Submittal: This section will contain any licenses, registrations and certifications as required by the STATE OF TEXAS, and HIDALGO COUNTY that you possess that deem you as a qualified provider. The consulting services firm(s) should add copies of their Professional Liability Insurance and must be bonded.

ADDITIONAL REQUIREMENTS:

- The Plan Administrator will not be allowed to sell supplemental policies on a quid pro quo for supplemental administrative services.
- The Plan Administrator must not have any monetary or financial interest with a potential participation.
- The Plan Administrator shall provide a Summary Plan Description.
- The Plan Administrator must agree that all records are the property of Hidalgo County. If the contract is terminated, the administrator agrees to turn over all records within a pre-determinated time frame, and in a mode agreeable to Hidalgo County.

SCOPE OF SERVICES AND RESPONSIBILITIES: Compensation shall be made for services rendered on an "As Needed" basis for Administration Services for:

If proposer/company cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

PLAN ADMINISTRATION:

The administrator will be responsible including , but not limited to the following:

1. Shall keep the County informed of all changes in both state and federal laws and regulations pertaining to Section 125 to assure that the County and its plan remain in compliance.

2. Conduct meetings and enrollments with all personnel on County determined days to educate and inform, answer questions, and give presentation on the plan, its benefits, and products.

3. Assure continuing compliance with Internal Revenue Code and Department of Labor regulations and rules of the employer; including but not limited to, reviewing Benefit Election Forms, Plan Documents, Summary Plan Descriptions, Plan Changes and Amendments, Form 5500 and other IRS filings. Additionally, maintain all plan records in a fashion conductive to providing verification of plan compliance.

4. Must process and administer all new and existing payroll deductions with insurance companies for payroll deducted financial and insurance products under Section 125.

5. Relieve payroll department responsibility by providing consolidating monthly billings, including plan recaps which allow payroll department to submit one check to the Plan Administrator for all payroll deducted products. The Plan Administrator will disburse appropriated amounts to individual carriers within two working days after receipt of funds.

6. Provide information to plan participants concerning participation status on a routing basis and other inquiries on an as needed basis.

7. Act as County liaison for plan operations to assist with the resolution of employee participant, and administrative problems as they arise.

8. Provide the County with all needed forms to facilitate plan operations and compliance.

9. A bilingual representative(s) of the company will be available during normal working hours for customer service.

10. Company should provide a toll-free telephone line for customer service. What are normal business hours? What are phone numbers for emergencies?

11. Company must be licensed as a Third Party Administrator in the State of Texas and maintain a good relationship with County's in Texas. Included with the company's submittal should be at least five references located in Texas, preferably the Rio Grande Valley Area.

12. Consolidate one check billing and EFT (electronic fund transfer).

13. Provide the County with all needed forms to facilitate plan operations and compliance.

PLAN COMMUNICATION:

- Pre-enrollment Materials: They must be developed and supplied to Hidalgo County by the administrator in advance of the enrollment.

- Enrollment Meetings: There will be an enrollment prior to the effective date in which you will be required to be present and to assist in the presentation at Hidalgo County's location(s). A sufficient number of trained representatives will have to be made available to Hidalgo County for purposes of conducting the enrollment.

- The administrator must provide adequate personnel to both initial "election" and subsequent Plan Year enrollments with minimum disruption to Hidalgo County's work schedule during specified allowable time frames.

DURATION OF CONTRACT: The initial term of the contract shall be for one (1) year period (12-months), with the County's option to renew for two(2) additional one (1) year terms. In addition, any renewal must be delivered to the County of Hidalgo ninety (90) days prior to renewal.

draft

Any contract award will to a successful bidder/proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL: Proposer is to provide a fee proposal based on the scope of work.

NUMBER OF COPIES TO BE SUBMITTED: Hidalgo County requires **one (1) original submittal and seven (7) copies**.

SECTION III: SELECTION AND SCHEDULES

EVALUATION SYSTEM: The evaluation consists of a 100-point scoring system. Categories are further detailed in the Selection Criteria (Exhibit B) section of this RFP.

RFP/Scoring and Ranking:

(A) Hidalgo County's Health Benefits Insurance Committee (selected and/or designated by County Commissioner's Court) will review, score and evaluate the proposals received in response to this Hidalgo County Request for Proposals.

(B) After the proposals have been reviewed, scored and evaluated, a grid will be presented to Commissioner's Court for the purposes of ranking.

Negotiation Process: After ranking has been finalized, a fee proposal will be requested from the top-ranked firm. The County Commissioner's Court will then enter into negotiations process with the top ranked firm for the purpose of reaching an agreement. After an agreement is reached and negotiation efforts are successful, a contract in an approved County format will be drafted and executed with the firm for the required services. If negotiations prove unsuccessful, Commissioner's Court will terminate negotiations with the firm and will contact the next highest ranked firm to open negotiations. This process will continue until negotiation efforts are successful. The County of Hidalgo reserves the right to reject any and all RFPs.

PROPOSAL SUBMITTED TO: An original and seven (7) copies of RFPs should be submitted to:

Martha L. Salazar, Purchasing Agent
Hidalgo County Purchasing Department
2802 So. Business Hwy 281- New Administration Building
Edinburg, Texas 78539

RFPs must be submitted by **no later than 9:30 a.m. on Wednesday, January , 2009**.

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draft

REQUEST FOR PROPOSAL
"SECTION 125 PLAN ADMINISTRATOR"
RFP NO: 2009-000-00-00CGV

GENERAL QUESTIONNAIRE:

All proposing companies must complete this questionnaire.

A. GENERAL

1. Can the proposed administrator provide all requested services?

2. What year was the company established?

3. Location of office(s) where administration functions will be performed?

4. Please verify that a bi-lingual customer service representative will be available during normal business hours. What are you normal business hours? What are phone number for emergencies?

5. Have any of the principals or the firm ever been named in a lawsuit dealing with the management of a Section 125 plan? If so, please provide details?

6. How many clients are currently served? Please provide the largest group, the smallest group and the number of employees covered.

7. What is the size of your staff?

8. List staff experience for employees handling our account.

9. Do you provide sample Plan Documents and other legal forms? If yes, please list all costs.

10. Do you perform discrimination testing? If yes, what type, how often and list all costs.

11. What enrollment materials will be provide by your company? At what cost?

12. Will you prepare and complete the Form 5500? If yes, please list all costs.

13. Will you provide consolidated billing for the County? Will all participants and contributions be identified? Can this be done electronically? Please describe in full your consolidated billing process.

14. Please describe your company's consolidated billing turnaround time between receipt of contributions and disbursement to vendors.

draft

B. SYSTEM ADMINISTRATION:

1. Describe the computerized system used to collect, assimilate and integrate the data of the program.

C. LIABILITY PROTECTION AND BANKING REFERENCE:

1. Please disclose the amount of liability insurance protection currently in force. The Plan Administrator selected must provide confirmation of coverage.

2. Are the company and all employees bonded? If so, please provide details.

3. Please provide your banker's name and address.

D. PRICE / FEES:

1. How are fees established?

2. Are fees due and payable on the first of the month, quarterly, annually or a combination of these?

3. Is a fee structure available that incorporates various levels of participation?

E. HISTORY:

Briefly explain the development of your organization and your corporate business objectives. Explain how long you have been in business and how long you have been providing Third Party Administration services. Please include a copy of your Third Party Administration license in your proposal.

F. UNIQUE CHARACTERISTICS:

Please comment on any changes of your organization that are considered unique in the industry.

G. REFERENCES:

Provide the employer names, address, telephone number and contact name of five of your clients. Also include a resume of the contact person responsible for this proposed account.

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NON-APPROPRIATION OF FUNDS:

In the event funds are not appropriated by the COUNTY OF HIDALGO's governing body in any fiscal period for payments due under RFP #2009-001-00-00CGV, SECTION 125 PLAN ADMINISTRATOR, then the Director of Purchasing, or designee, will immediately notify the successful proposer(s), or their designee(s) of such occurrence and this contract will terminate on the last day of the fiscal period for which appropriations we received without penalty or expense to COUNTY OF HIDALGO of any kind whatsoever, except as the portions of the contract or other payments herein agreed upon for which funds will have been appropriated and budgeted or are otherwise available.

draft

COUNTY OF HIDALGO
REQUEST FOR PROPOSAL
"SECTION 125 PLAN ADMINISTRATOR"
RFP NO: 2009-001-00-00CGV

SIGNATURE PAGE

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

The undersigned certifies that the firm and/or principals of the firm (check one):
ARE_____,/ARE NOT _____ currently debarred, suspended, or proposed for debarment by any federal entity. The undersigned agrees to notify the County of any change in this status, should one occur, until such time as an award has been made under this procurement action.

NAME OF COMPANY:_____

NAME OF REPRESENTATIVE (Type or Print):_____

AUTHORIZED SIGNATURE:_____

TITLE:_____

ADDRESS:_____

CITY, STATE:_____ ZIP CODE:_____

PHONE:_____ FAX:_____ DATE:_____

EMAIL:_____

Draft

COUNTY OF HIDALGO
REQUEST FOR PROPOSAL
"SECTION 125 PLAN ADMINISTRATOR"
RFP NO: 2009-001-00-00CGV

FEE SUBMISSION PAGE

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

Description of Services and Charges:

Per Actual Participating Employee Per Month: $_____

Annual Maintenance Fee: $_____

Initial Set-Up Fee: $_____

Additional Fees: (List all fees which are included in your proposal)

_____

_____

_____

_____

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other Proposer, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

NAME OF COMPANY:_____

NAME OF REPRESENTATIVE (Type or Print):_____

AUTHORIZED SIGNATURE:_____

TITLE:_____

ADDRESS:_____

CITY, STATE:_____ ZIP CODE:_____

PHONE:_____ FAX:_____ DATE:_____

EMAIL:_____

draft

COUNTY OF HIDALGO
REQUEST FOR PROPOSAL
"SECTION 125 PLAN ADMINISTRATOR"
RFP NO: 2009-001-00-00CGV

REFERENCES:

Please provide Hidalgo County with three references that have been with your company for at least three years.

Company Name: _____

Type of Industry: _____

Contact Person: _____ Title: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____ # of Employees: _____

Company Name: _____

Type of Industry: _____

Contact Person: _____ Title: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____ # of Employees: _____

Company Name: _____

Type of Industry: _____

Contact Person: _____ Title: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____ # of Employees: _____

draft

COUNTY OF HIDALGO
REQUEST FOR PROPOSAL
"SECTION 125 PLAN ADMINISTRATOR"
RFP NO: 2009-001-00-00CGV

TERMINATIONS:

Please provide Hidalgo County with three references that have terminated with your company in the past year.

Company Name: _____

Type of Industry: _____

Contact Person: _____ Title: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____ # of Employees: _____

Company Name: _____

Type of Industry: _____

Contact Person: _____ Title: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____ # of Employees: _____

Company Name: _____

Type of Industry: _____

Contact Person: _____ Title: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____ # of Employees: _____

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Certification
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

draft

AI-12934 **19.A.6.**

Structure Valuations And Insurance Appraisals For Hidalgo County Owned Real Estate Properties/Buildings (i.e. replacement costs)

CC REGULAR

Date:	12/23/2008
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Hidalgo County

Information

CAPTION

A. Requesting authority to reject bids received for RFB NO: 2008-459-12-03-VYG- Structure Valuations And Insurance Appraisals For Hidalgo County Owned Real Estate Properties/Buildings (i.e. replacement costs) inasmuch as bids are incomplete and thus cannot be considered;
B. Requesting approval to re-advertise RFB for: Structure Valuations And Insurance Appraisals For Hidalgo County Owned Real Estate Properties/Buildings (i.e. replacement costs) with modified specifications.

BACKGROUND

Both respondents did not submit appraiser licenses, permits and/or certifications as requested in the specifications/requirements in the RFB.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-415-00-115-002-0-334

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

BUDGETARY IMPACT:

Re-advertise for request for bids; no fiscal impact at this time.

Attachments

Link: SPECIFICATIONS

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/18/2008 02:01 PM	APRV
2	Budget & Management	Veronica Lopez	12/18/2008 02:53 PM	APRV
3	Dale Kennan	Dale Kennan	12/18/2008 04:08 PM	APRV
4	Auditor's Office		12/19/2008 05:13 PM	NEW

Form Started By: Vangie Garcia — Started On: 12/17/2008 04:21 PM

Final Approval Date: 12/19/2008

EXHIBIT "A"
STRUCTURE VALUATION AND INSURANCE APPRAISALS FOR HIDALGO COUNTY OWNED REAL ESTATE PROPERTIES/BUILDINGS (i.e. replacement costs)

BID NO:

Specifications, Requirements and Other Terms and Conditions

OVERVIEW:

Hidalgo County (hereinafter referred to as "COUNTY") is soliciting bids for the "Structure Valuation And Insurance Appraisals For Hidalgo County Real Estate Properties/Buildings (i.e. replacement costs)" as listed in specifications that are one (1) year and older on an "As Needed Basis" for use in its financial reporting, property control, insurance placement, and proof of loss from an applicable real estate appraiser(s). The initial tem of this contract ***shall commence upon award and fully executed contract*** for one (1) year with Hidalgo County's Commissioners Court sole discretion to extend for two (2) additional-one year terms, subject to approval by the Commissioners Court under the same rates, terms and conditions. The scope of the work/services will encompass all aspects of Hidalgo County and requires extensive knowledge, experienced, appraiser(s) for the valuation and insurance appraisals for "Structure Valuation And Insurance Appraisals For Hidalgo County Real Estate Properties/Buildings (i.e. replacement costs) The information provided in the Request For Bids (hereinafter referred to as "RFB") is only to be used for the purpose of preparing a bid for "Structure Valuation And Insurance Appraisals For Hidalgo County Real Estate Properties/Buildings (i.e. replacement costs). Request For Bids will be accepted until 9:30 A.M., Wednesday, 2009. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.

1. DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office locate at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

2. BIDDER'S AFFIDAVIT:

Prior Contract award, respondents to this RFB must submit a signed Bidder's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Bidder's

Affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Bidder's Affidavit.

3. NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

4. PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

5. ELECTRONIC TRANSMISSION OF BIDS:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

6. PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

7. SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

8. RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Bid (RFB) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

9. HAND DELIVERED BIDS:
Hidalgo County requires submitters, when hand delivering bids, to make sure that it is stamped with date and time by the County Purchasing Staff.

10. SIGNING OF BIDS:
In order to be considered all submittals must be signed. Please sign the original in blue ink.

11. WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

12. SUBCONTRACTING:
The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

13. TERM OF CONTRACT:
The initial term of this contract shall commence upon award for one (1) year, with Hidalgo County Commissioners Court sole discretion to extend for two (2) additional-one year terms, subject to approval by

the Commissioners Court under the same rates, terms and conditions, subject to approval by the Commissioners Court under the same rates, terms and conditions.

Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforseen delay in award of new bid for next contract term, under the same rates, terms and conditions.

14. DAVIS BACON ACT (if applicable):

All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications (if applicable).

15. REQUEST FOR BIDS:

The required contents and limitations for the preparation of the RFB are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFB. A total of one (1) original and three (3) copies of the RFB shall be submitted to the address on the cover letter.

16. UNDERSTANDING OF THE PROJECT:

This section should demonstrate the proposers understanding of the project needs, the services required, and any local issues or concerns. Briefly explain how long you have been organized and your business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

17. BIDDER'S QUALIFICATIONS:

Hidalgo County is soliciting bids for the "Structure Valuation And Insurance Appraisals For Hidalgo County Real Estate Properties/Buildings (i.e. replacement costs)" as listed in specifications for use in its financial reporting, property control, insurance placement, and proof of loss from an applicable real estate appraiser(s.

18. PERSONNEL AND STAFFING:

The bidders should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the bidder's credentials, education and experience with other entities is required and will be scored accordingly during the evaluation process.

19. REQUIRED CERTIFICATES AND SUBMITTAL:

This section will contain ***any/all*** licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as qualified. (if applicable)

If bidder cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

20. SCOPE OF SERVICES:

Hidalgo County is seeking bids for the "Structure Valuation And Insurance Appraisals For Hidalgo County Real Estate Properties/Buildings (i.e. replacement costs)" that are one (1) year and older on "An Needed Basis" for use in its financial reporting, property control, insurance placement, and proof of loss.

Proposer(s) shall provide prices for professional services as indicated on specifications and requirements of RFB.

- Bidder(s) submitting bids(s) do so entirely at their expense. There is no expressed or implied obligation by Hidalgo County to reimburse any firm or individual for any costs incurred in preparing or submitting bids, preparing or submitting any additional information requested by Hidalgo County, or for participating in any selection interviews (if applicable).

- To provide valuations and insurance appraisals of any/all properties/buildings that are one (1) year and older as listed on exhibits on an "As Needed Basis". Other and/or Additional properties/buildings not stated in exhibit may be added and/or included throughout the duration of the contract term.

- Provide Hidalgo County with a comprehensive real property/building record for each item as follows:

  a. Property name, location, tax ID
  b. Square footage
  c. Condition
  d. Status
  e. Normal useful life
  f. Actual cash value
  g. Replacement value
  h. Functional replacement value as defined in the Insurance Services Offices

- The services provided by the real estate appraiser(s) shall include, but are not limited to:
  1. Inspecting property/building, property/building records and interviewing key personnel to ensure a complete valuation.
  2. Preparing a comprehensive narrative report describing the scope, procedures, and definitions used in the services performed.
  3. Provide three (3) complete final reports in hard copy including all specified requirements and a corresponding computer file in MS Excel or Access Format.

- All contract work, including final reports, shall be completed within ninety (90) days of the contract execution date.

- The successful bidder(s) shall have a minimum of ten (10) current years of experience in the valuation and appraisals of commercial and/or governmental real property.

- The successful bidder(s) shall have successfully completed a minimum of five (5) projects of similar size and cope as the work described in RFB.

- The successful bidder(s) shall be financially solvent and have the means to complete all required contract work without pre-payments.

- The successful bidder(s) shall have adequate licensed and certified staff to perform all contract work within the contract time.

- Provide a brief history of your firm, including all names and business addressed under which your firm has operated as requested under #16-RFB- Requirements-Understanding Of Project.

- Identify the professional staff members who would be performing the work, listing their qualifications, experiences, and licenses, certifications as requested under #17-RFB-Requirements-Personnel and Staffing.

- Provided references from the five (5) latest projects of similar size and scope to this project, including the contract manager name, address, telephone, and fax numbers.

- Provide your firm's latest financial statements.

- In addition Hidalgo County may make such investigations it deems necessary to determine the ability of the bidder(s) to perform the work. The bidder(s) shall furnish to Hidalgo County, within five (5) days of request, all such information and data for this bidder as may be requested. Hidalgo County reserves the right to reject any bids if the evidence submitted by or investigation of, such bidder(s) fails to satisfy Hidalgo County that such bid(s) is properly qualified to carry out the obligations of the RFB and to complete the work therein.

- Bidder(s) shall provide prices for the base bid (Structure Valuation and Insurance Appraisals For Hidalgo County Owned Real Estate Properties/Buildings (i.e. replacement costs).

  Option #1-Structure Valuation and Insurance Appraisals For Hidalgo County Owned Real Estate Properties/Buildings yearly up-date: Provide prices to update property valuations and insurance appraisals after one (1) years of completion and County acceptance of the base bid work. Up-date work shall be completed and acceptance date. Payment shall be made for Option #1 upon completion of work and County acceptance of the up-dated real property valuation and insurance appraisals reports.

  Option #2 -Bidder(s) may provide a price for (Structure Valuation and Insurance Appraisals of all county owned property/buildings (i.e. replacement costs) contained within the real property/building. The price for Option #2 shall reflect a five thousand ($5,000.00) dollar per item threshold, above which will entail a specific appraisal calculation, and below which will be assigned a grouped value of all items below the threshold within the property.

Hidalgo County in its sole discretion, may elect to award the Base Bid only, or the Base Bid plus Option #1 and/or Option #2. Hidalgo County also reserves the right to award a separate award/contract for Option #2.

21. BIDDER(S) ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
Bidder(s) are to provide a bid on bid page based on the scope of services/work requested.

All/Any costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

22. NUMBER OF COPIES TO BE SUBMITTED:
Hidalgo County requires one (1) original submittal and three (3) copies.

AI-12932 **19.A.7.**

Hidalgo County-Extension-Sixty (60) Day-UNIFIRST CORP-E-07-474-12-26
CC REGULAR

Date:	12/23/2008
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Requesting authority to exercise the "sixty (60) day exension", as provided in the current contract for:"MATS, DUST MOPS & SHOP RAGS-JANITORIAL SERVICES" for Hidalgo County, under the same rates, terms and conditions with UNIFIRST CORPORATION-Effective: 01/01/09

BACKGROUND

Letter of Acknowledgment-Unifirst Corp
Contract No. E-07-474-12-26

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-419-40-220-001-0-343

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

BUDGETARY IMPACT:

Available balance is $2,640.71 as of 12/18/08.

Attachments

Link: Sixty (60) Day Extension-Unfirst Corp

Link: E-07-474-12-26-Current Contract

Link: 2008 Exp Rpt for Obj 343 12-18-08

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/18/2008 01:49 PM	APRV
2	Budget & Management	Veronica Lopez	12/18/2008 02:52 PM	APRV
3	Dale Kennan	Dale Kennan	12/18/2008 04:00 PM	APRV
4	Auditor's Office	Linda Fong	12/18/2008 05:51 PM	APRV

Form Started By: Letty Saenz — Started On: 12/17/2008 03:58 PM

Final Approval Date: 12/18/2008

PURCHASING DEPARTMENT
County Of Hidalgo

December 10, 2008

Roy Lucio, Sales Manager
UNIFIRST CORPORATION
515 East Beech Street
McAllen, Texas 78501

Via Facsimile (956) 686-0538
email rlucio@unifirst.com

Re: ***Sixty (60) Day Extension-"Mats, Dust Mops & Shop Rags-Janitorial Services" - Hidalgo County-E-07-474-12-26***

Dear Mr. Lucio:

Commissioners' Court will take applicable action (Tuesday, December 16, 2008) in connection with the Hidalgo County's option to exercise the **sixty (60) day grace period** for the current contract in place while procurement process is completed. **(Commencing, January 1, 2009 - Expiring, March 31, 2009)** or **(upon completion of the procurement process which ever comes first)** under the same rate, term and conditions.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Wednesday, December 11, 2008, 10:00 am., attn: Leticia Saenz, Contracts Mgr. to (956) 318-2629 or via email leticia.saenz@co.hidalgo.tx.us .

By: _____ Date: 12/10/08
Roy Lucio, Sales Manager
Unifirst Corporation

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 292-7000 ext. 4861. 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

PURCHASING DEPARTMENT
County Of Hidalgo

December 17, 2007

Mr. Roy Lucio
Unifirst Corporation
515 East Beech
McAllen, Texas 78501

Re: C-06-266-10-24 Janitorial Services

Dear Mr. Lucio:

Commissioners' Court will take applicable action (Tuesday, December 26, 2007) in connection with the Hidalgo County's option to extend/renew for an additional one (1) year period as provided in the current lease agreement (under the same rates, terms and conditions). Effective date of renew/extension is January 01, 2008. Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Thursday, December 20, 2007, 5:00p.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,

Mary A. Maldonado

Mary A. Maldonado
Hidalgo County Contracts Manager

REQUIREMENTS AGREEMENT
C-06-266-10-24

THIS AGREEMENT (the "Agreement") is entered into effective as of **January 1, 2007**by and between **UniFirst, a TEXAS CORPORATION,** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"Mats, Dust Mops & Shop Rags-Janitorial Services"**, as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period to commence on **January 1, 2007** through **January 1, 2008** with the County's option to renew one (1) 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 bid to meet Buyer's requirements for the Product.

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

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer of **"Mats, Dust Mops & Shop Rags- Janitorial Services"** in the areas of **HIDALGO COUNTY** projects for a period to commence on January 1, 2007 with the County's option to renew one (1) 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 Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

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

4. County 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:
Unifirst Corporation
Attn: Roy Lucio
515 East Beech
McAllen, Texas 78501

Each notice, demand, request or communication which shall be delivered or mailed in the

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

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

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

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

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

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

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

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

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

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

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

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

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

APPROVED BY COMMISSIONERS COURT ON, October 24, 2006

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

By: _____

HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Eddy Trevino, County Clerk

Approved by Commissioners' Court
on 10-24-06

Unifirst Corporation

By: _____
Printed Name: Victor Garcia
Title: G. M.

EXHIBIT "A"
SPECIFICATIONS

HIDALGO COUNTY, TEXAS
"Mats, Dust Mops & Shop Rags-Janitorial Services"
BID NO. 2006-266-09-27
SPECIFICATIONS/BID PAGE FORM (CON'T)

PRODUCT #1 - FLOOR MATS: Color/Shape/Material - Vendor should provide assorted colors/patterns and shapes (square, oval or rectangle); Non-Slip

SIZES	QUANTITY	UNIT PRICE	TOTAL COST
3'x4'	32	$_____/Each	$_____/Week
3x10'	4	$_____/Each	$_____/Week
4'x6'	77	$_____/Each	$_____/Week

PRODUCT #2 - DRY / DUST MOPS: Specify color/material. Handles and Frames should be provided.

SIZES	QUANTITY	UNIT PRICE	TOTAL COST
24"	122	$_____/Each	$_____/Week
36"	88	$_____/Each	$_____/Week

PRODUCT #3 - BAR MOPS: Specify color/material.

SIZES	QUANTITY	UNIT PRICE	TOTAL COST
18 x 18	3	$_____/Each	$_____/Week
16 x 19	3	$_____/Each	$_____/Week

PRODUCT #4 - Wipers: Specify color / 100% cotton - 18 x 18

QUANTITY	UNIT PRICE	TOTAL COST
6	$_____/Each	$_____/Week

PRODUCT #5 - Wet Mops: Specify weight and material.

SIZES	QUANTITY	UNIT PRICE	TOTAL COST
28 oz.	23	$_____/Each	$_____/Week
32 oz.	23	$_____/Each	$_____/Week

PRODUCT #6: GRID TOWELS: Specify material

QUANTITY	UNIT PRICE	TOTAL COST
85	$_____/Each	$_____/Week

PRODUCT #7: SHOP RAGS: Specify Color / 100% Cotton - 18 x 18

QUANTITY	UNIT PRICE	TOTAL COST
215	$_____/Each	$_____/Week

HIDALGO COUNTY, TEXAS
"Mats, Dust Mops & Shop Rags-Janitorial Services"
BID NO. 2006-266-09-27

SPECIFICATIONS/BID PAGE FORM (CON'T)

Vendor Information and Pricing

1. Vendor Name: _____
2. Vendor Address: _____
3. Telephone Number:_____ Fax Number:_____
4. Contact Person: _____
5. Authorizing Signature:_____
6. **Total Cost:** **$_____/Week**

EXHIBIT "B"
PAYMENT SCHEDULE

HIDALGO COUNTY, TEXAS
"Mats, Dust Mops & Shop Rags-Janitorial Services"
BID NO. 2006-266-09-27

SPECIFICATIONS/BID PAGE FORM (CON'T)

PRODUCT #1 - FLOOR MATS: Color/Shape/Material - Vendor should provide assorted colors/patterns and shapes (square, oval or rectangle); Non-Slip

SIZES	QUANTITY	UNIT PRICE	TOTAL COST
3'x4'	42	$1.60 /Each	$67.20 /Week
3'x5'	13	$1.70 /Each	$22.10 /Week
3x10'	5	$2.85 /Each	$14.25 /Week
4'x6'	85	$2.65 /Each	$225.25 /Week
*5'x8' (With Hidalgo County Logo)	2	$2.90 /Each	$5.80 /Week
5'x8'	1	$2.90 /Each	$2.90 /Week

PRODUCT #2 - DRY / DUST MOPS: Specify color/material. Handles and Frames should be provided.

SIZES	QUANTITY	UNIT PRICE	TOTAL COST
24"	122	$.39 /Each	$47.58 /Week
36"	88	$.50 /Each	$44.00 /Week

PRODUCT #3 - BAR MOPS: Specify color/material.

SIZES	QUANTITY	UNIT PRICE	TOTAL COST
18 x 18	3	$.13 /Each	$.39 /Week
16 x 19	3	$.13 /Each	$.39 /Week

PRODUCT #4 - Wipers: Specify color / 100% cotton - 18 x 18

QUANTITY	UNIT PRICE	TOTAL COST
10	$.10 /Each	$1.00 /Week

PRODUCT #5 - Wet Mops: Specify weight and material.

SIZES	QUANTITY	UNIT PRICE	TOTAL COST
28 oz.	23	$.60 /Each	$13.80 /Week
32 oz.	38	$.70 /Each	$26.60 /Week

HIDALGO COUNTY, TEXAS
"Mats, Dust Mops & Shop Rags-Janitorial Services"
BID NO. 2006-266-09-27

SPECIFICATIONS/BID PAGE FORM (CON'T)

PRODUCT #6: GRID TOWELS: Specify material

QUANTITY	UNIT PRICE	TOTAL COST
110	$ .13 /Each	$ 14.30 /Week

PRODUCT #7: SHOP RAGS: Specify Color / 100% Cotton - 18 x 18

QUANTITY	UNIT PRICE	TOTAL COST
224	$ .10 /Each	$ 22.40 /Week

Vendor Information and Pricing

1. Vendor Name: UniFirst
2. Vendor Address: 515 East Beech
3. Telephone Number: 686-0218 Fax Number: 686-0538
4. Contact Person: Roy Lucio
5. Authorizing Signature: [signature]
6. **Total Cost:** $507.96 /Week

9:38 A

SEP 27 2006

6

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE 09/28/2007

PRODUCER 877-945-7378

Willis North America, Inc.
26 Century Blvd.
P. O. Box 305191
Nashville, TN 372305191

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

INSURED

UniFirst Corporation and its Subsidiaries
68 Jonspin Road
Wilmington, MA 01887

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: American Home Assurance Company	19380-00
INSURER B: American Home Assurance Company	19380-00
INSURER C: National Union Fire Insurance Company of	19445-90
INSURER D: New Hampshire Insurance Company	23841-00
INSURER E: American International South Insurance Co	40258-00

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY	1595560	10/1/2007	10/1/2008	EACH OCCURRENCE	$ 1,000,000
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$ 1,000,000
		CLAIMS MADE X OCCUR				MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$ 2,000,000
		X POLICY PRO-JECT LOC				PRODUCTS - COMP/OP AGG	$ 2,000,000
A	X	AUTOMOBILE LIABILITY	VA 1607138	10/1/2007	10/1/2008		
B	X	X ANY AUTO	MA 1607137	10/1/2007	10/1/2008	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
A	X	ALL OWNED AUTOS	AOS 1607136	10/1/2007	10/1/2008	BODILY INJURY (Per person)	$
		SCHEDULED AUTOS				BODILY INJURY (Per accident)	$
		HIRED AUTOS				PROPERTY DAMAGE (Per accident)	$
		NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR CLAIMS MADE				AGGREGATE	$
		DEDUCTIBLE					$
		RETENTION $					$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	MA,ME,OH 5455679	10/1/2007	10/1/2008	X WC STATU-TORY LIMITS OTH-ER	
D		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	AOS 5455674	10/1/2007	10/1/2008	E.L. EACH ACCIDENT	$ 1,000,000
E		If yes, describe under SPECIAL PROVISIONS below	AOS 5455673	10/1/2007	10/1/2008	E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
D		OTHER Worker's Comp	MN,NY,WI 5455675	10/1/2007	10/1/2008	E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D		WC-statutory limits	FL 5455676	10/1/2007	10/1/2008	$1,000,000 EL each accident	
						$1,000,000 EL disease each employee	
						$1,000,000 EL disease policy limit	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Division/Location: 813 Mcallen , TX

See Attached for Additional Workers' Compensation:

RECEIVED
OCT 0 3 2007
PURCHASING DEPT.

CERTIFICATE HOLDER

County of Hidalgo
Attn : Purchasing Department
100 E. Cano 3rd Floor
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

Willis **CERTIFICATE OF LIABILITY INSURANCE** Page 2 of 3

DATE 09/28/2007

PRODUCER 877-945-7378

Willis North America, Inc.
26 Century Blvd.
P. O. Box 305191
Nashville, TN 372305191

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INSURED UniFirst Corporation and its Subsidiaries
68 Jonspin Road
Wilmington, MA 01887

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: American Home Assurance Company	19380-00
INSURER B: American Home Assurance Company	19380-00
INSURER C: National Union Fire Insurance Company of	19445-90
INSURER D: New Hampshire Insurance Company	23841-00
INSURER E: American International South Insurance Co	40258-00

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Worker's Compensation
State of Oregon
Policy #5455677
Policy Period 10/01/2007-10/01/2008
Carrier: Insurance Co. State of Penn
WC- Statutory
EL Each Accident: $1,000,000
EL Disease Each Employee: $1,000,000
EL Disease Policy Limit: $1,000,000

Worker's Compensation
State of Texas
Policy #5455678
Policy Period 10/01/2007-10/01/2008
Carrier: New Hampshire Ins. Co.
WC- Statutory
EL Each Accident: $1,000,000
EL Disease Each Employee: $1,000,000
EL Disease Policy Limit: $1,000,000

Worker's Compensation
State of California
Policy #5455672
Policy Period 10/01/2007-10/01/2008
Carrier: Ins. Co. State of Penn.
WC- Statutory
EL Each Accident: $1,000,000
EL Disease Each Employee: $1,000,000
EL Disease Policy Limit: $1,000,000

Certificate Holder is Additional Insured for General Liability and Auto Liability as their interest may appear if required by written contract but only with respect to liability arising out of operations of the Named Insured.

It is understood and agreed that the Company waives its right of subrogation against the Additional Insureds which may arise by reason of a payment of claim under all the policies, if required by written contract.

Additional Insured: County of Hidalgo

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Hidalgo County

Expenditure Summary Report

Standard Report Format

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
8-1100-412-00-002-001-0-343	93RD DC-LAUNDRY & DRY CLEANING	50.00	.00	16.24	16.24	33.76	32.48
8-1100-412-00-003-001-0-343	139TH DC-LAUNDRY & DRY CLEANING	248.00	17.78	54.00	54.00	176.22	28.94
8-1100-412-00-004-001-0-343	206TH DC-LAUNDRY & DRY CLEANING	100.00	.00	.00	.00	100.00	.00
8-1100-412-00-005-001-0-343	275TH DC-LAUNDRY & DRY CLEANING	.00	.00	.00	.00	.00	.00
8-1100-412-00-006-001-0-343	332ND DC-LAUNDRY AND DRY CLEANING	100.00	45.00	45.00	45.00	10.00	90.00
8-1100-412-00-009-001-0-343	398TH DC-LAUNDRY & DRY CLEANING	50.00	.00	45.00	45.00	5.00	90.00
8-1100-412-00-011-001-0-343	449TH DC-LAUNDRY & DRY CLEANING	150.00	.00	.00	.00	150.00	.00
8-1100-414-00-130-001-0-343	ELECTIONS DEPT-LAUNDRY & DRY CLEANING	2,000.00	.00	220.00	220.00	1,780.00	11.00
8-1100-419-40-220-001-0-343	GEN GOVT BLDG-LAUNDRY & DRY CLEANING	55,000.00	4,252.45	48,106.84	48,106.84	2,640.71	95.20
8-1100-419-40-220-002-0-343	BLDG MINOR ST-LAUNDRY & DRY CLEANING	5,500.00	2,505.52	2,898.48	2,898.48	96.00	98.25
8-1100-421-00-280-001-0-343	SHERIFF-LAUNDRY & DRY CLEANING	5,900.00	1,388.68	4,491.16	4,491.16	20.16	99.66
8-1100-423-21-280-002-0-343	JAIL-LAUNDRY & DRY CLEANING	26,000.00	6,027.42	18,228.58	18,228.58	1,744.00	93.29
8-1100-432-00-121-001-0-343	SANITATION PCT.1-LAUNDRY & DRY CLEANING	3,269.40	2,140.52	1,128.88	1,128.88	.00	100.00
8-1100-432-00-122-001-0-343	SANITATION PCT.2-LAUNDRY & DRY CLEANING	7,000.00	104.74	5,877.94	5,877.94	1,017.32	85.47
8-1100-432-00-123-001-0-343	SANITATION PCT.3-LAUNDRY & DRY CLEANING	12,000.01	1,635.15	8,321.60	8,321.60	2,043.26	82.97
8-1100-441-00-340-001-0-343	HEALTH ADM-LAUNDRY & DRY CLEANING	6,100.00	419.65	4,905.53	4,905.53	774.82	87.30
8-1100-466-00-122-018-0-343	PCT 2 CRC-LAUNDRY & DRY CLEANING	450.00	.48	391.17	391.17	58.35	87.03
8-1100-466-00-122-082-0-343	PCT 2 CRC S TOWER RD-LAUNDRY & DRY CLEAN	150.00	.00	.00	.00	150.00	.00
1100 GENERAL FUND		**124,067.41**	**18,537.39**	**94,730.42**	**94,730.42**	**10,799.60**	**91.30**
1200 R&B COUNTY WIDE							
8-1200-431-00-122-004-0-343	CO SHOP-LAUNDRY & DRY CLEANING	4,471.24	1,528.82	1,911.87	1,911.87	1,030.55	76.95
1200 R&B COUNTY WIDE		**4,471.24**	**1,528.82**	**1,911.87**	**1,911.87**	**1,030.55**	**76.95**
1201 R&B PRECINCT NO.1							
8-1201-431-00-121-005-0-343	PCT.1 P/U RD-LAUNDRY & DRY CLEANING	10,699.29	3,103.87	5,968.33	5,968.33	1,627.09	84.79
1201 R&B PRECINCT NO.1		**10,699.29**	**3,103.87**	**5,968.33**	**5,968.33**	**1,627.09**	**84.79**
1202 R&B PRECINCT NO.2							
8-1202-431-00-122-005-0-343	PCT.2 RD ADM-LAUNDRY & DRY CLEANING	500.00	74.00	306.00	306.00	120.00	76.00
8-1202-431-00-122-006-0-343	PCT.2 P/U RD-LAUNDRY & DRY CLEANING	15,000.00	1,677.71	10,079.35	10,079.35	3,242.94	78.38
1202 R&B PRECINCT NO.2		**15,500.00**	**1,751.71**	**10,385.35**	**10,385.35**	**3,362.94**	**78.30**
1203 R&B PRECINCT NO.3							
8-1203-431-00-123-005-0-343	PCT.3 P/U RD-LAUNDRY & DRY CLEANING	23,000.00	1,459.75	21,180.34	21,180.34	359.91	98.44

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1203 R&B PRECINCT NO.3							
1203 R&B PRECINCT NO.3		**23,000.00**	**1,459.75**	**21,180.34**	**21,180.34**	**359.91**	**98.44**
1204 R&B PRECINCT NO.4							
8-1204-431-00-124-005-0-343	PCT.4 RD ADM-LAUNDRY & DRY CLEANING SRV	1,550.00	447.07	1,101.09	1,101.09	1.84	99.88
1204 R&B PRECINCT NO.4		**1,550.00**	**447.07**	**1,101.09**	**1,101.09**	**1.84**	**99.88**
1211 PARKS PRECINCT NO.1							
8-1211-452-00-121-013-0-343	PARKS PCT.1-LAUNDRY & DRY CLEANING	4,269.00	187.60	2,271.04	2,271.04	1,810.36	57.59
1211 PARKS PRECINCT NO.1		**4,269.00**	**187.60**	**2,271.04**	**2,271.04**	**1,810.36**	**57.59**
1212 PARKS PRECINCT NO.2							
8-1212-452-00-122-008-0-343	PARKS PCT.2-LAUNDRY & DRY CLEANING	10,000.00	16.67	5,923.66	5,923.66	4,059.67	59.40
1212 PARKS PRECINCT NO.2		**10,000.00**	**16.67**	**5,923.66**	**5,923.66**	**4,059.67**	**59.40**
1213 PARKS PRECINCT NO.3							
8-1213-452-00-123-008-0-343	PARKS PCT.3-LAUNDRY & DRY CLEANING	4,500.00	424.33	4,068.63	4,068.63	7.04	99.84
1213 PARKS PRECINCT NO.3		**4,500.00**	**424.33**	**4,068.63**	**4,068.63**	**7.04**	**99.84**
1295 POST ADJUDICATION JUVENILE BOOT CAMP							
8-1295-423-00-330-028-0-343	WESL B/C-LAUNDRY & DRY CLEANING	250.00	.00	.00	.00	250.00	.00
1295 POST ADJUDICATION JUVENILE BOOT CAMP		**250.00**	**.00**	**.00**	**.00**	**250.00**	**.00**
1297 ADULT PROBATION							
8-1297-423-00-320-005-8-343	RESTITUTION CTR-LAUNDRY & DRY CLEANING	150.00	.00	.00	.00	150.00	.00
8-1297-423-00-320-005-9-343	RESTITUTION CTR-LAUNDRY & DRY CLEANING	150.00	.00	.00	.00	150.00	.00
8-1297-423-00-320-020-8-343	SATF-LAUNDRY & DRY CLEANING	125.00	.00	.00	.00	125.00	.00
1297 ADULT PROBATION		**425.00**	**.00**	**.00**	**.00**	**425.00**	**.00**
8 YEAR		**198,731.94**	**27,457.21**	**147,540.73**	**147,540.73**	**23,734.00**	**88.06**

AI-12929 **19.A.8.**

Requesting Approval for the B141-AIA Agreement for Hidalgo County Courthouse Renovations

CC REGULAR

Date:	12/23/2008
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Hidalgo County

Information

CAPTION

Requesting approval for the B141- AIA 1997 Standard Form of Agreement between Owner (Hidalgo County) and Architect (ERO International, LLP) in connection with the "Hidalgo County Courthouse As Built Drawings, Assessments & Renovations" using contract document modeled from McAllen ISD form of agreement and accepted by ERO including compliance with all Hidalgo County requirements and insurances.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-415-00-115-002-0-334

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

BUDGETARY IMPACT:

Available balance as of 12/19/08;	$53,636.05
Pending AI-13003 (CC)12/30/08	$166,363.95
	$220,000.00

Attachments

Link: B141 Part 1

Link: B141 Part 2

Link: A201

Link: Article 3 & 4

Link: back-up

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/19/2008 11:41 AM	APRV
2	Budget & Management	Veronica Lopez	12/19/2008 01:35 PM	APRV
3	Roland Garcia	Rolando Garcia	12/19/2008 04:53 PM	APRV
4	Auditor's Office		12/19/2008 05:13 PM	NEW

Form Started By: Rocio Villarreal

Started On: 12/17/2008 03:39 PM

Final Approval Date: 12/19/2008

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 Twenty-third day of December 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

and the Architect:
(Name, address and other information)

ERO International, LLP
300 South 8th Street
McAllen, Texas 78501
Phone Number: (956) 661-0400
Fax Number: (956) 661-0401

For the following Project:
(Include detailed description of Project)

Phase I:
EXISTING CONDITIONS
Prepare Drawings of existing conditions of the site (including sidewalks, parking, etc.) and buildings (floor plans and exterior elevations) on the Courthouse Square bounded by McIntyre Street on the north, Closner Blvd. on the east, Cano Street on the South and 10th Ave. on the west.

Phase II:
(Approved in Commissioners' Court on December 16, 2008 to complete described Exhibit "D " Appendix A)
(A) PROPERTY CONDITION ASSESSMENT; ENVIRONMENTAL ASSSESSMENT
(B) NEEDS ANALYSIS AND PROGRAMMING
Phase II (A) Perform a facilities assessment, building code assessment and deferred maintenance assessment of the site, buildings and physical plant.

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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User Notes: (1834231658)

Phase II (B) Needs Analysis & Programming.

Phase III:
DESIGN AND CONSTRUCTION
Design the renovation of the 3rd, 4th, and 5th floors to accommodate new courtrooms and ancillary spaces.

All Phases are on an **"As Needed Basis"** as approved by Commissioners' Court and no work should be commenced by the Architect until Architect receives a written Notice to Proceed by Owner.
No work is guaranteed under any Phase described herein.

The Owner and Architect agree as follows:

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.)

Evaluate existing courthouse for possible renovation.

§ 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 North Closner, 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.)

N/A

§ 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.)

N/A

§ 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:
.2 Amount of the Owner's budget for the Cost of the Work, excluding the Architect's compensation, is:
.3 A stipulated amount of $216,580.00 for Architectural services for Phase I.
.4 A stipulated amount of $95,000.00 for Architectural services for Phase II (A);
.5 A stipulated amount of $125,000.00 for Phase II (B);
.6 An allowance of $20,000.00 for Phase II (A) & (B) to apply to travel and reimbursable expenses shall not be exceeded without prior written acceptance of the Owner.
.7 Phase III to be determined by written agreement between Owner and Architect at a later date if project warrants the work and Architect is issued a written Notice to Proceed by Owner.

§ 1.1.2.6 The time parameters are:
(Identify, if appropriate, milestone dates, durations or fast track scheduling.)

Phase I – 4 months period upon approval of Commissioners' Court
Phase II (A) – 3 months period upon approval of Commissioners' Court

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User Notes: (1834231658)

Phase II (B) – 5 months period upon approval of Commissioners' Court
Phase III- To be negotiated at a later date.

§ 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.)

§ 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, Valde Guerra, Commissioners' Court Executive Director, and Daniel Flores, Buildings and Ground Director as referenced on the AIA 201 General Conditions 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.)

Eli R. Ochoa, PE, AIA
300 South 8th Street
McAllen, Texas 78501
Telephone Number: (956) 661-0400
Fax Number: (956) 661-0401
Eochoa@erointernational.com

§ 1.1.3.5 The consultants retained at the Architect's expense are:
(List discipline and, if known, identify them by name and address.)

§ 1.1.4 Other important initial information is:

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§ 1.1.5 When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be the 1997edition of AIA Document A201 as modified by Owner and attached hereto as Exhibit "C".:

§ 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 the 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 may make corresponding change in the Project scope as agreed to in writing by the 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. 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 as 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 the Architect's obligations hereunder, nor shall such failure relieve the 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

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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, upon mutual agreement 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.

§ 1.2.3.8 The Architect shall be a representative of the Owner with respect to this Project, and shall not engage in any activity or course of conduct which is detrimental to the Owner's best interests. The Architect shall take all reasonable steps necessary to comply with the terms and conditions set forth in Section 2.6.2.Evaluation of the Work.

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 therefore for any purpose not related to the Project without 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 one

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complete set of reproducible record prints. Prints shall be furnished, as an additional service, at any other time requested 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.

§ 1.3.2.2 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to reproduce the Architect's Instruments of Service solely for purposes of constructing, using and maintaining the Project, provided that the Owner shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate this license. Upon such termination, the Owner shall refrain from making further reproductions of Instruments of Service and shall return to the Architect within seven days of termination all originals and reproductions in the Owner's possession or control. If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

§ 1.3.2.3 Submission or distribution of Instruments of Service to meet official regulatory requirements or to other vendors for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Owner.

§ 1.3.2.4 Prior to the Architect providing to the Owner any Instruments of Service in electronic form or the Owner providing to the Architect any electronic data for incorporation into the Instruments of Service, the Owner and the Architect shall by separate written agreement set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement.

§ 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

.2 enactment or revision of codes, laws or regulations or official interpretations which necessitate changes to previously prepared Instruments of Service;

.3 decisions of the Owner not rendered in a timely manner;

.4 significant change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget, or procurement method;

.5 failure of substantial performance on the part of the Owner or the Owner's consultants or contractors;

.6 preparation for and attendance at a public hearing, a dispute resolution proceeding or a legal proceeding except where the Architect is party thereto;

.7 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 may, if agreed to by all parties after the claim or dispute has arisen, be submitted to mediation prior to the institution of legal or equitable proceedings by either party.

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§ 1.3.4.2 The Owner and Architect may endeavor to resolve claims, disputes and other matters in question between then by mediation. Request for mediation shall be filed in writing with the other party to this Agreement. However, nothing in this Agreement shall be construed as requiring mandatory mediation of claims, disputes or other matters in question between the parties.

§ 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.

§ 1.3.5 ARBITRATION

§ 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 1997 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.

§ 1.3.7.6 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall notify the Owner immediately if they discover, encounter or otherwise become aware of hazardous materials or toxic substances in any form at the Project site.

§ 1.3.7.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 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

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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 times 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 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 sole option, payment on account of services rendered and for Reimbursable Expenses incurred can be made at the end of each phase of service upon presentation of the Reimbursable Expenses incurred can be made at the end of each phase of service upon presentation of the Architect's statement of service. Those phases of service are described below:

Phase I
(Subject to Commissioners' Court Approval)
Invoicing will be at 25% complete increments (approx. once a month).

1) Site visits and coordination
2) Photos
3) Floor Plans
4) Reflected Ceiling Plans
5) Exterior Elevations
6) Power Plans
7) Site Survey

Phase II
Invoicing will be at 33% complete increments for Phase II (A) and at 20% complete increments for Phase II (B) (approx. once a month)

(A) Property Condition Assessment: Environmental Assessment
(B) Needs Analysis & Programming

Phase III
(Subject to Commissioners' Court Approval)
Design and Construction

Compensation method for Phase I and III if needed shall be negotiated with upon mutual agreement should be incorporated into contract by amendment.

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§ 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 traveling out of Owner's County and subsistence approved in advance by the Owner;
.2 fees paid for securing approval of authorities having jurisdiction over the Project;
.3 reproductions, plots, standard form documents, Instruments of Service and courier expenses requested and authorized by the Owner;
.4 expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
.5 renderings, models and mock-ups requested and authorized 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 after execution of this Agreement in excess of that normally carried by the Architect and the Architect's consultants;
.7 reimbursable expenses as designated in Section 1.5.5;

§ 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" Supplementary Conditions to the AIA Documents B141-1997 Standard Form of Agreement between Owner and Architect and Standard Form of Architect's Services (*not required-changes incorporated into AIA Document B141-1997 Standard Form of Agreement between Owner and Architect and Standard Form of Architect's Services)*

Exhibit "B" Articles 3 and 4, Conditions to the AIA Document B141- 1997 Standard Form of Agreement between Owner and Architect

Exhibit "C" AIA A-201 as Modified by OWNER

Exhibit "D" APPENDIX A for Phase II (A)

Exhibit "E" APPENDIX B for Phase II (B)

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Exhibit "F" Certificate of Liability Insurance

§ 1.4.2 Special Terms and Conditions. Special terms and conditions that modify this Agreement are as follows:

§ 1.4.2 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:

Phase I is in the amount Two-Hundred-Sixteen Thousand Five Hundred and Eighty Dollars ($216,580.00)
Phase II (A) is in the amount of Ninety-five thousand dollars ($95,000.00)
Phase II (B) is in the amount of One-hundred twenty-five thousand dollars ($125,000.00)
Phase III will be negotiated at a later date.

§ 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.
(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.)

§ 1.5.3 For a Change in Services of the Architect's consultants, compensation shall be computed as a multiple of (1.05) 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 (1.05) 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:

An allowance of $20,000.00 for Phase II (A) and (B) to apply to travel and reimbursable expenses as described in Section 1.5.4 and shall not be exceeded without prior written acceptance of the Owner.

~~**§ 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 ($ 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 Commissioners' Court of the Owner on the Architect's invoice. Amounts unpaid thirty (30) days after approval 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.)

Zero percentage (0%)

(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.)

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§ 1.5.9 If the services covered by this Agreement have not been completed within ( ) months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Section 1.5.2.

This Agreement entered into as of the day and year first written above.

OWNER	**ARCHITECT**
(Signature)	*(Signature)*
Eli R. Ochoa, PE, AIA-Managing Partner	Juan D. Salinas III, County Judge
APPROVED AS TO FORM:	**ATTEST:**
Atlas & Hall LLP	
(Signature)	*(Signature)*
Steve L. Crain	Arturo Guajardo, Jr., County Clerk

DRAFT

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DRAFT AIA® Document B141™ – 1997 Part 2

Standard Form of Architect's Services:
Design and Contract Administration

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.

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.

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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 to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site;

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locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 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** Refer to Exhibit "B", Schematic Design and Design Development Documents, Review and Presentation.~~

§ 2.4.3 DESIGN DEVELOPMENT DOCUMENTS

~~**§ 2.4.3.1** Refer to Exhibit "B", Schematic Design and Design Development Documents, Review and Presentation.~~

§ 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.

§ 2.4.4.3 At the award of the construction contract, the Architect shall incorporate all addenda, bid clarifications, changes, accepted alternatives and open alternatives into a "For Construction" set of drawings at the Owner's request.

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.

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§ 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 written 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.

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§ 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. Th 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. As stated in subparagraph 2.6.1.3, the Architect is the representative of the Owner with respect to this Project. As such, the Architect shall not engage in any activity or course of conduct which is detrimental to the Owner's best interests, and the Architect shall take all reasonable steps necessary to comply with the terms and conditions set forth in Section 2.6.2, Evaluation of the Work.

§ 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.

§ 2.6.2.1.1 The Architect will attend, as the Owner's representative, all concrete pours that are contributory to the structural integrity of the building (including all concrete footings, grade beams, floor slabs, and concrete superstructure components if applicable) and to take all reasonable care to determine general conformance with the Contract Documents and to notify both the Owner and contactor of any observed deficiencies. Furthermore, job site

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meetings shall be held weekly or at the Owner's discretion. Attendees will include the Owner, the General Contractor's Project Manager, the General Contractor's Project Superintendent and the Architect. Said meetings will begin at the time of Construction commencement and shall cease after substantial completion of the Work.

§ 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 or charge of 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 and the Owner 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. The Architect shall be required to promptly notify the Owner of any nonconforming Work and shall reject such nonconforming work unless the Owner objects to the rejection in writing within 24 hours of such notification. 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. Performance of any additional inspection or testing which would result in additional costs to the Owner shall require advance notice to and the approval of the Owner. 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.

§ 2.6.3 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 (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.

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§ 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. ~~The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.~~

§ 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 compensation 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 of the each Phase to review the need for facility operation services. The Architect shall

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furnish the Owner with one copy printed on 11X17 paper of presentation quality scale floor plan, referencing room numbers and room names, site plan drawings for use by the Owner for ongoing maintenance of the facility. .

§ 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.

§ 2.7.3 The Architect shall be responsible for a complete reevaluation of the project approximately eleven (11) months after the date of Substantial Completion. Furthermore, the Architect shall report all deficiencies uncovered during said evaluation and shall be responsible for monitoring the correction of said deficiencies.

§ 2.7.4 Warranty Phase- The Architect shall be responsible for reporting all known building deficiencies to the Contractor for a period of one (1) year from the date of Substantial Completion. Additionally, the Architect shall monitor the progress of the reported corrections and furnish the Owner with written notification of completed corrections. The one-year period shall be extended to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. This obligation under this paragraph 2.7.4 shall survive acceptance of the Work under the Construction Contract.

ARTICLE 2.8 SCHEDULE OF SERVICES

§ 2.8.1 The terms of 2.8.1 shall be completed as follows: .

The Schedule of Services shall include:

.1 A frequency of reviews of each Shop Drawings, Project Data item, sample and similar submittal of the Contractor as may be reasonably necessary for the Project.
.2 Visits to the site by the Architect over the duration of the Project during construction as may be reasonably necessary for the Project.
.3 Inspections for any portion of the Work as may be reasonably necessary to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents.
.4 Inspections for any portion of the Work reasonably necessary to determine final completion.
.5 Architects shall also make as many visits as reasonably necessary to verify completion of all previously identified incomplete work items.

§ 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 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 Services resulting therefrom, unless recommended by Arhcitect.

§ 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	A&O	
.2	Land Survey Services	O	
.3	Geotechnical Services	O	
.4	Space Schematics/Flow Diagrams	NP	
.5	Existing Facilities Surveys	NP	

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.6	Economic Feasibility Studies	NP	
.7	Site Analysis and Selection	NP	
.8	Environmental Studies and Reports	O	
.9	Owner-Supplied Data Coordination	A	
.10	Schedule Development and Monitoring	A	
.11	Civil Design	A	
.12	Landscape Design	A	
.13	Interior Design	NP	
.14	Special Bidding or Negotiation	NP	
.15	Value Analysis	NP	
.16	Detailed Cost Estimating	NP	
.17	On-Site Project Representation	A	
.18	Construction Management	NP	
.19	Start-up Assistance	NP	
.20	Record Drawings	A	
.21	Post-Contract Evaluation	NP	
.22	Tenant-Related Services	NP	
.23	Construction Design	A	
.24	MEP Design	A	
.25	Technology Design	A/O	

The Owner and Architect responsibilities shall be more particularly described on a per- phase basis and this paragraph shall be modified accordingly.

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 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 a detailed 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 Existing Facilities Condition: Architect's verification of existing conditions and measurements.

§ 2.8.3.g On-Site Project Representation: Architect's job-site inspections, weekly or more frequently, if needed.

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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 Exhibit "B"(containing Articles 3 and 4) 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:

OWNER	**ARCHITECT**
(Signature)	*(Signature)*
Eli R. Ochoa, PE, AIA-Managing Partner	Juan D. Salinas III, County Judge
APPROVED AS TO FORM:	**ATTEST:**
Atlas & Hall LLP	
(Signature)	*(Signature)*
Steve L. Crain	Arturo Guajardo, Jr., County Clerk

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DRAFT

AIA® Document A201™ – 1997

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address):
AS BUILT Drawings of the existing Courthouse
Hidalgo County Courthouse
100 North Closner
Edinburg, Texas 78539

THE OWNER:
(Name and address):
County of Hidalgo
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

THE ARCHITECT:
(Name and address):
ERO International, LLP
300 South 8th Street
McAllen, Texas 78501
Phone Number: (956) 661-0400
Fax Number: (956) 661-0401

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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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User Notes: (38501932)

1.6, 3.4.2, 3.12.8, 3.14.2, 4.1.2, 4.3.4, 4.6.4, 9.3.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 11.4.1, 13.2, 13.4.2
Written Interpretations
4.2.11, 4.2.12, 4.3.6
Written Notice
2.3, 2.4, 3.3.1, 3.9, 3.12.9, 3.12.10, 4.3, 4.4.8, 4.6.5, 5.2.1, 8.2.2, 9.7, 9.10, 10.2.2, 10.3, 11.1.3, 11.4.6, 12.2.2, 12.2.4, **13.3**, 14
Written Orders
1.1.1, 2.3, 3.9, 4.3.6, 7, 8.2.2, 11.4.9, 12.1, 12.2, 13.5.2, 14.3.1

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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. 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).

§ 1.1.2 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 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 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.

§ 1.1.4 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.

§ 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 may include the bidding requirements, sample forms, Conditions of the Contract and Specifications.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated 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 which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

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§ 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 upon request.

§ 1.5.2 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 1.6 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE
§ 1.6.1 The Drawings, Specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service through which the Work to be executed by the Contractor is described. The Contractor may retain one record set. 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 documents prepared by the Architect or the Architect's consultants, and unless otherwise indicated the Architect and the Architect's consultants shall be deemed the authors of them and will retain all common law, statutory and other reserved rights, in addition to the copyrights. All copies of Instruments of Service, except the Contractor's record set, shall be returned or suitably accounted for to the Architect, on request, upon completion of the Work. The Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants, 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. The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' copyrights or other reserved rights.

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 Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor within fifteen 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

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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.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to 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 Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, such copies of Drawings and Project Manuals as are reasonably necessary for execution of the Work.

§ 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 persistently fails to carry out Work in accordance with the Contract Documents, 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, except to the extent required by Section 6.1.3.

§ 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, the Owner may after such seven-day period give the Contractor a second written notice to correct such deficiencies within a three-day period. If the Contractor within such three-day period after receipt of such second notice fails to commence and continue to correct any deficiencies, 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 action by the Owner and amounts charged to the Contractor are both subject to prior approval of the 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.

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

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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 as a request for 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 to the Architect, 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.

§ 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. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any resulting loss or damage.

§ 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.

§ 3.4 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.

§ 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.

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§ 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 good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, 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. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 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 when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES AND NOTICES

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required when bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 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. 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 knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Architect and Owner, 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

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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 information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised 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.

§ 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.

§ 3.12 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.

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§ 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, 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.

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§ 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 and to the extent claims, damages, losses or expenses are not covered by Project Management Protective Liability insurance purchased by the Contractor in accordance with Section 11.3, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

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

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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 will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 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 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 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.

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§ 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.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 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.

§ 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.

§ 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. 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.

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§ 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.

§ 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 Claims for Consequential Damages. The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 4.3.10 shall be deemed to preclude an award of liquidated direct damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 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 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, (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 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.

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§ 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.

§ 4.4.6 When a written decision of the Architect states that (1) the decision is final but subject to mediation and arbitration and (2) a demand for arbitration of a Claim covered by such decision must be made within 30 days after the date on which the party making the demand receives the final written decision, then failure to demand arbitration within said 30 days' period shall result in the Architect's decision becoming final and binding upon the Owner and Contractor. If the Architect renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence, but shall not supersede arbitration proceedings unless the decision is acceptable to all parties concerned.

§ 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.

§ 4.4.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the Claim by the Architect, by mediation or by arbitration.

§ 4.5 MEDIATION

§ 4.5.1 Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived as provided for in Sections 4.3.10, 9.10.4 and 9.10.5 shall, after initial decision by the Architect or 30 days after submission of the Claim to the Architect, be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party.

§ 4.5.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to the Contract and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or 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.

§ 4.5.3 The parties shall share the mediator's fee and any filing 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.

§ 4.6 ARBITRATION

§ 4.6.1 Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived as provided for in Sections 4.3.10, 9.10.4 and 9.10.5, shall, after decision by the Architect or 30 days after submission of the Claim to the Architect, be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with the provisions of Section 4.5.

§ 4.6.2 Claims not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to the Contract and with the American Arbitration Association, and a copy shall be filed with the Architect.

§ 4.6.3 A demand for arbitration shall be made within the time limits specified in Sections 4.4.6 and 4.6.1 as applicable, and in other cases within a reasonable time after the Claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations as determined pursuant to Section 13.7.

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§ 4.6.4 Limitation on Consolidation or Joinder. No arbitration arising out of or relating to the Contract shall include, by consolidation or joinder or in any other manner, the Architect, the Architect's employees or consultants, except by written consent containing specific reference to the Agreement and signed by the Architect, Owner, Contractor and any other person or entity sought to be joined. No arbitration shall include, by consolidation or joinder or in any other manner, parties other than the Owner, Contractor, a separate contractor as described in Article 6 and other persons substantially involved in a common question of fact or law whose presence is required if complete relief is to be accorded in arbitration. No person or entity other than the Owner, Contractor or a separate contractor as described in Article 6 shall be included as an original third party or additional third party to an arbitration whose interest or responsibility is insubstantial. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described therein or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 4.6.5 Claims and Timely Assertion of Claims. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 4.6.6 Judgment on Final Award. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

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. 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. 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. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not change a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitute.

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§ 5.3 SUBCONTRACTUAL RELATIONS

§ 5.3.1 By appropriate agreement, written where legally required for validity, 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.

§ 5.4 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.

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.

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§ 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. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work or defective construction of a separate contractor.

§ 6.2.4 The Contractor shall promptly remedy damage wrongfully 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, 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 alone.

§ 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.

§ 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.

§ 7.3 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.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

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§ 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. 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.

§ 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 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.

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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.

§ 8.1.2 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 of the Contract. 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 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.

§ 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.

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 Architect a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten 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

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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.

§ 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.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven 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 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. 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, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) 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;

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.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 persistent 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.

§ 9.6 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.

§ 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 except as may otherwise be required by law.

§ 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.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 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 days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven 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 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.

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§ 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 is 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 of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 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 and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be 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 Section 11.4.1.5 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

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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; or
- **.3** terms of special warranties required by the Contract Documents.

§ 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.

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§ 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.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) and provided that such damage, loss or expense is not due to the sole negligence of a party seeking indemnity.

§ 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.

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§ 10.5 If, without negligence on the part of the Contractor, the Contractor is held liable for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

§ 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 jurisdiction in which the Project is located 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:

- **.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.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment.

§ 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 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.

§ 11.3 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 11.1.1.2 through 11.1.1.5.

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§ 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 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.4 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.4.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.4.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance which will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.4.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.4.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.4.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.4.2 Boiler and Machinery Insurance. The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.4.3 Loss of Use Insurance. The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

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§ 11.4.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.4.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.4.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.4.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.4. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.4.7 Waivers of Subrogation. The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.4 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, 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.

§ 11.4.8 A loss insured under Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.4.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.4.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or in accordance with an arbitration award in which case the procedure shall be as provided in Section 4.6. 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 after notification of a Change in the Work in accordance with Article 7.

§ 11.4.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved as provided in Sections 4.5 and 4.6. The Owner as fiduciary shall, in the case of arbitration, make settlement with insurers in accordance with directions of the arbitrators. If distribution of insurance proceeds by arbitration is required, the arbitrators will direct such distribution.

§ 11.5 PERFORMANCE BOND AND PAYMENT BOND

§ 11.5.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

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§ 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.

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 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 year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be 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. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. 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.

§ 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 by the Contractor's correction or removal of Work which is 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. 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

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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 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.

§ 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. The Owner shall bear costs of tests, inspections or approvals which do not become requirements until after bids are received or negotiations concluded.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

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§ 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, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 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 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.7 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

§ 13.7.1 As between the Owner and Contractor:

- **.1** Before Substantial Completion. As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion;
- **.2** Between Substantial Completion and Final Certificate for Payment. As to acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Certificate for Payment; and
- **.3** After Final Certificate for Payment. As to acts or failures to act occurring after the relevant date of issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to any Warranty provided under Section 3.5, the date of any correction of the Work or failure to correct the Work by the Contractor under Section 12.2, or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or Owner, whichever occurs last.

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 30 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;
- **.3** because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- **.4** the Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 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

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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 described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has persistently failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor:

- **.1** persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- **.2** fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- **.3** persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- **.4** otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, 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 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

§ 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.

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§ 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.

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User Notes: (38501932)

AIA Document B141 – 1997
Standard Form of Architect's Services:
Design and Contract Administration

Article 3

3.1 **Request for Payment.** On or before noon of the first Monday of each month during the performance of the services, Architect shall submit to Owner for its approval a request for payment ("Request for Payment") in form and substance satisfactory to Owner. Each Request for Payment shall set forth the amount due for Services rendered, a detailed breakdown of the amount and the sum of all prior payments. Owner shall review each such Request for Payment and may make such exceptions as Owner reasonably deems necessary or appropriate under the circumstances then existing. About five (5) working days after the Owner's governing body meets approving such payment, the Owner shall make payment to Architect in the amount approved as aforesaid subject to Section 3.3, below.

3.2 **Final Payment.** After final completion of the work and acceptance thereof by Owner, Architect shall submit a final request ("Final Request") which shall set forth all amounts due and remaining unpaid to Architect and upon approval thereof by Owner, Owner shall pay to Architect the amount due ("Final Payment') under such Final Request in accordance with the provisions of 3.1.

The Final Request for Payment shall not be made until Architect delivers to Owner an affidavit that so far as Architect has knowledge or information all materials and services over which Architect has control have been paid.

3.3 **Qualifications on Obligations to Pay.** Any provision hereof to the contrary notwithstanding, Owner shall not be obligated to make any payment (whether a payment under Article 3.1 hereof or Final Payment) to Architect hereunder if any one or more of the following conditions precedent exist:

(1) Architect is in default of any of its obligations hereunder or otherwise is in default under this Agreement or any of the Contract documents;

(2) Any part of such payment is attributable to Services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to Services which were performed in accordance with this Agreement;

(3) Architect has failed to make payments promptly to consultants or other third parties used in connection with the Services for which Owner has made payments to Architect;

(4) If Owner, in its good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the Services in accordance with this Agreement, no additional payments will be due Architect hereunder unless and until Architect, at its sole cost, performs a sufficient portion of the Services so that such portion of the compensation then remaining unpaid is determined by Owner to be sufficient to so complete the Services.

3.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the Services to which such partial payment relates or relieves Architect of any obligations hereunder with respect thereto.

3.5 Architect shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the Services.

3.6 **Waiver.** The making of the Final Payment shall constitute a waiver of all claims by the Owner except those arising from (1) faulty or defective Services appearing after completion of the Work, (2) failure of the Services to comply with the requirements of this Agreement or the Contract documents or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of Final Payment shall constitute a waiver of all claims by the Architect except those previously made in writing and identified by the Architect as unsettled at the time of the Final Request for Payment.

3.7 In the event of a conflict between the provisions of this Article 3, and those of Articles 1 and 2 of this Agreement, the provisions of this Article 3 shall control.

ARTICLE 4

OTHER CONDITIONS OR SERVICES

4.1 Notwithstanding anything to the contrary contained in this Agreement, Owner and Architect agree and acknowledge that Owner is entering into this Agreement in reliance on Architect's experience and abilities with respect to performing the Services. The Architect accepts the relationship of trust and confidence established between it and the Owner by this Agreement. Architect covenants with Owner to use its best efforts, skill, judgment and abilities to design the Project and to further the interests of Owner in accordance with Owner's requirements and procedures, in accordance with the American Institute of Architects' professional standards, and in compliance with all applicable national, federal, state and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. Prior to the commencement of construction, Architect shall certify in writing to Owner that the Drawings and Specifications and all drawings and the improvements when built in accordance therewith conform to all applicable governmental regulations, statutes and ordinances then in effect. Architect represents, covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the Services.

4.2 The Architect represents, covenants and agrees that all of the Services to be furnished by the Architect under or pursuant to this Agreement, from the inception of the Agreement until the Project has been fully completed, shall be of the standard and quality which prevail among architects of similar experience, knowledge, skill and ability engaged in architectural practice throughout Texas under the same or similar

circumstances involving the design and construction of a project as the Project with all the amenities as set forth in the Drawings and Specifications.

4.3 The Architect represents, covenants and agrees that its special talent, training and experience cause it to be the prime professional on the Project and that because of such talent and training, Architect envisions the construction of the Project in its entirety and possess the special skills which enable it to recognize dangerous conditions that a reasonable, prudent Architect having such special skills could anticipate may arise from the proper use of the Project after accepted by the Owner; as the design professional, it has knowledge which will enable it to recognize specific dangers that may arise from the proper use of the Project after accepted by the Owner; and, it recognized that any management, employees, and agents of the Owner, plus guests and visitors are within a class of foreseeable persons who will be relying on the Project being designed in a professional and safe manner.

4.4 Architect represents, covenants and agrees that its Project Drawings and Specifications will be accurate and free from any material errors and the shop drawings that it must approve will be accurate and free from any material errors relating to design intent. Architect additionally represents, covenants and agrees to the following: the design of the Project will conform to its foreseeable use as a project with all the amenities as set forth in the Drawings and Specifications; the result of the Drawings and Specifications, if built in accordance therewith, will be suitable for purposes for which the Project is designed; the result of Architect's inspection of the Project will be designed and the construction will be inspected in a workmanlike, professional manner and will be suitable for human occupancy and use. The Architect's responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner of the Drawings and Specifications nor shall the Architect be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Architect's skill and knowledge in preparing the Drawings and Specifications.

4.5 The Architect represents, covenants and agrees that the person directly in charge of the professional architectural work is duly registered under Texas Revised Civil Statutes, Annotated, Article, 249(a), as amended.

4.6 **Indemnifications.** To the fullest extent permitted by applicable law, the Architect and its agents, partners, and consultants (collectively "Indemnitors") shall and do agree to indemnify, protect, and hold harmless the Owner, Owner's respective Trustees, employees and agents (collectively "Indemnitees") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the performance of the Services or any part thereof provided that any such Liabilities (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting therefrom, and (2) are caused in whole or in part by any negligent act or omission of the Architect, anyone directly or indirectly employed by it or anyone for whose acts it may be legally liable. In this connection, it is agreed and understood that Architect shall not be responsible for any portion of the liability proximately caused by Owner's negligence.

4.7 **Joint and Several Liability.** In the event more than one of the Indemnitors are connected with an accident or occurrence covered by the indemnification in Article 4.6 hereof, then each of such Indemnitors shall be jointly and severally responsible to the Indemnitees for indemnification and the ultimate responsibility among such Indemnitors for the loss and expense of any such indemnifications shall be settled by separate proceedings and without jeopardy to any Indemnitee. The provisions of this Article shall not be construed to eliminate or reduce any other indemnifications or right which Owner or any of the Indemnitees has by law.

4.8 Notwithstanding any provisions herein to the contrary, it is agreed that if the Architect's final written estimate of construction cost is less than the low bona fide bid for construction and such low bid is not accepted by the Owner, the Architect, at his expense, will make all necessary revisions to the plans and specifications to lower the construction to an amount acceptable to Owner.

4.9 The Owner agrees to give the Architect the latitude to make the required changes to plans and specifications to achieve the required reduction in construction cost; however, the Architect shall consult with the Owner on all necessary changes.

4.10 Architect covenants with Owner to obtain separate bids and/or contracts for the following phases of the construction of the Project:

1. General Construction;

4.11 The final written estimate of construction cost will be reviewed and approved by the governing body of Owner prior to authorizing the Architect to issue plans and specifications for bidding.

4.12 **SCHEDULE OF REQUIRED INSURANCE COVERAGES**

Architect or Consultant (and each consultant as indicated) shall maintain the insurance coverages specified herein at all times during the term of this Agreement or such later date specified herein. All required insurance shall be:

(i) written by an insurance company or companies satisfactory to owner and licensed to do business in Texas, with a rating of not less that B+ in the last available Best's Rating guide:

(ii) include clauses whereby each underwriter agrees to waive its rights of subrogation against Owner; and

(iii) include a provision stating that coverages afforded under the policies will not be terminated, materially modified, or allowed to expire until at least 30 days prior written notice has been given to Owner.

Certificates of insurance evidencing all required insurance hereunder shall be filed with Owner upon execution of this Agreement by Architect and prior to commencement of the Services for the Project. All insurance policies and certificates required hereunder shall be in form and content satisfactory to Owner.

(1) Commercial General Liability Insurance.

(a) $1,000,000 Bodily Injury and Property Damage for Each Occurrence
(b) $1,000,000 Products/Completed Operations Aggregate
(c) $3,000,000 General Aggregate
(d) $1,000,000 Personal and Advertising Injury

(e) $50,000 Fire Damage
(f) $5,000 Medical Expense
(g) Coverage shall include the following:
  (i) Occurrence Basis;
  (ii) Premises operations;
  (iii) contractual Liability;
  (iv) Products/Completed Operations;
  (v) Broad Form Property Damage; and
  (vi) Independent Contractors.
  (vii) Such policy shall include all of the coverages which may be included in coverages A, B and C contained in the Standard Texas Form Commercial General Liability Policy, without deletion. Such policy must be issued upon an "occurrence," as distinguished from a "claims made," basis and shall be continued for a period of one (1) year after the completion of the Services for the Project.

(2) Automobile Liability Insurance. Comprehensive Automobile Liability Insurance to cover all vehicles owned by, hired by, or used on behalf of Architect, with minimum combined single limit in the amount of not less than $1,000,000 per occurrence. Owner and its trustees, officers, representatives, agents and employees shall be endorsed as Additional Insureds, ATIMA (As Their Interest May Appear).

(3) Workers' Compensation and Employer's Liability Insurance. Statutory Limits with All States endorsement and minimum Employer's Liability Limits will be provided as follows:

(a) $500,000 Bodily Injury with Accident – Each Accident;
(b) $500,000 Bodily Injury by Disease – Policy Limit; and
(c) $500,000 Bodily Injury by Disease – Each Employee.

(4) Excess (Umbrella) Insurance.

(a) Limits of Liability: minimum of $1,000,000.00

(5) Consultant's Insurance Limits.

(a) Workers' Compensations: Statutory Limits

Employer's Liability:
(i) $100,000 Bodily Injury each Accident
(ii) $100,000 Bodily Injury by Disease – Policy Limit
(iii) $100,000 Bodily Injury by Disease – Each Employee

(b) Commercial General Liability Insurance:

(i) $500,000 bodily Injury and Property Damage for Each Occurrence

(ii) $500,000 Products/Completed Operations Aggregate
(iii) $500,000 General Aggregate
(iv) $500,000 Personal and Advertising Injury
(v) Such policy shall include all of the coverages which may be included in coverage A, B and C contained in the Standard Texas Form Commercial General Liability Policy, without deletion. Such policy must be issued upon an "occurrence" as distinguished from a "claims made" basis and shall be continued for a period of one (1) year after the completion of the Services for the Project.

(c) Comprehensive Automobile Liability Insurance.

(i) $250,000 Per Person/Accident

(d) Professional Liability Insurance.

(i) Program Limits, if applicable; or
(ii) Not less than $1,000,000.00

4.13 In the event of a conflict between the provisions of this Article 4, and those of Articles 1 and 2 of this Agreement, the provisions of Article 4 shall control.

EXHIBIT "A"

Supplementary Conditions to the AIA Documents A201-1997 General Conditions of the Contract for Construction

SUPPLEMENTARY CONDITIONS
TO THE GENERAL CONDITIONS OF CONTRACT
FOR CONSTRUCTION
Courthouse Renovation Project

The Supplementary Conditions contain modifications and additions to the General Conditions of the Contract for Construction, AIA Document A201, 1997 Edition. Where any part of the AIA General Conditions is modified or voided by the Supplementary Conditions, the unaltered portions shall remain in effect. The paragraph numbering system of AIA Document A-201, 1997 Edition, is continued in the Supplementary Conditions.

1.1.1. In line 6, after "ARCHITECT" add "pursuant to Paragraph 7.4."

1.1.2 After 1.1.1 add:

"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 In line 5, after "Subcontractor" add "(except as provided in Paragraphs 5.3 and 5.4 hereof)". In line 7, after "obligations" add "of CONTRACTOR".

After 1.1.3 add:

"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."

1.1.5 At the end add, "wherever located and whenever issued."

1.1.7 In line 1, after "which" omit "may" and add "is issued by ARCHITECT and shall".

After 1.1.7 add:

"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 a part of the bid. If the Alternate is accepted in writing by OWNER, the variation is then a 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 bids 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, shall be interpreted to mean that which CONTRACTOR knows (or should know), recognizes (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 reasonable 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."

1.1.1.6 DAYS: The term 'days' in the Contract documents means calendar days."

1.2.1 Delete in its entirety and substitute the following:

"The Contract Documents include all items necessary for the proper execution and completion of the WORK by CONTRACTOR. The WORK shall consist of all 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 result. 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 Drawings 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 a Addendum issued to all bidders.

"If any such differences or conflicts were not called to OWNER's and ARCHITECT's attentions 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; the more stringent will take precedence over the less stringent; the more expensive item will take precedence over the less expensive, and subject to the 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."

1.2.3 In line 1, after "words" add "and abbreviations".

After 1.2.3 add:

"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."

1.5.1 In line 2, delete "upon request".

1.5.2 Delete in its entirety and substitute the following:

"1.5.2.1 Execution of the Contract by CONTRACTOR is a representation that said Contract 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 man-made, 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."

1.6.1 Delete the first two grammatical sentences and substitute, "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 "In line 4, after Specifications" delete the remainder of the grammatical sentence and the next grammatical sentence and substitute "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." In line 14, delete "and other documents prepared by ARCHITECT" and substitute "and other similar or related documents". In line 15, delete "ARCHITECT and the ARCHITECT's consultants". Delete the last two grammatical sentences.

2.1.1 Paragraph 2.1.1 of the General Conditions shall be amended by deleting the existing Paragraph 2.1.1 and replacing it with the following paragraph:

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 Commissioners Court shall designate, as appropriate, an authorized representative or 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 Commissioner's Court next regular meeting or in order to facilitate and expedite the timely completion of the work, the Commissioners 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 Commissioner Court's authorized representatives and notice of such approved changes shall be given to the Commissioners Court at its next regular meeting. The Commissioners Court will act as soon as reasonably possible to avoid undue delays in the construction completion date.

2.2.3, line 1, after "characteristics" add "and" and delete "any utility locations." At the end, add:

> "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 Delete in its entirety and substitute "OWNER shall furnish CONTRACTOR with one set of reproducible 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.

2.3.1 In line 2 delete "persistently", and in line 3 after "Documents" add "; 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 requirements of the Contract Documents". In line 5 after "entity," delete the remainder of the grammatical sentence and add ", and any delay 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".

2.4.1 In line 3, after "promptness" add "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," and delete "OWNER may after such seven-day period give CONTRACTOR a second written notice to correct such deficiencies within a three-day period. If CONTRACTOR within such second three-day period after receipt of such second notice fails to commence and continue to correct any deficiencies." Delete the fourth grammatical sentence (beginning with "Such action by the OWNER") in its entirety. Add before the last grammatical sentence "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 and ARCHITECT".

After 2.4.1 add:

"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."

3.2.1 In line 7, after the first "ARCHITECT" add "and OWNER" and after "for" add "design".

3.2.2 In line 1, after "promptly" add "in written notices".

After 3.2.2 add:

"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 that portion of the WORK until clarification is received. If CONTRACTOR proceeds without so notifying ARCHITECT, CONTRACTOR shall be responsible for the cost of correcting same, including any resulting damage."

3.3.1 Delete the last grammatical sentence.

After 3.3.3 add:

"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 of persons and property and their protection from damages, injury, or loss. CONTRACTOR shall promptly remedy damage 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 or 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 inspection of portion of WORK already performed under the Contract 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 of construction utilities.

3.3.8 CONTRACTOR shall establish and maintain bench marks 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 WORK site 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 erected square, plumb, level, true to line and grade, in the exact plane and to the correct elevation and/or sloped 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 by CONTRACTOR to OWNER and ARCHITECT. If CONTRACTOR performs,

permits, or causes performance of any WORK 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 and 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 economic losses, which proximately result from the breach of this duty. CONTRACTOR shall advise ARCHITECT:

1) if a specified product deviates from good construction practices;

2) if following the Specifications will affect any warranties; or

3) any objections which CONTRACTOR may have to the Specifications.

Nothing contained in Subparagraph 1.1.3 shall alter the responsibilities established in this Subparagraph."

3.4.2 At the end add:

"By making requests for substitutions based on Subparagraph 3.4.2, CONTRACTOR:

.1 represents that CONTRACTOR has personally investigated the proposed substitute product 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 that 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 for the accepted substitute, making such changes as may be required for the WORK to be complete in all respects."

3.4.3 At the end add:

"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 the 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 numbers, underwriter's labels, model numbers, or similar identifying marks are required, such markings shall be located as inconspicuously as possible."

3.5.1 In line 2, delete "of good" and substitute "the best quality in accordance with the Specifications" and after "from" add "faults and". In line 3, delete "not inherent in the quality required or permitted". Delete the third grammatical sentence in its entirety. In line 7, after "by the" add "OWNER or".

After 3.5.1 add:

"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 la 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 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 requirement 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."

3.6.1 In line 2, delete everything after "enacted".

Paragraph 3.7.1 shall be deleted and replaced with the following paragraphs:

3.7.1 The Contractor shall be responsible for making and submitting application for the building permit. The Contractor 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 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 pre-construction 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 After "orders" add "and all other requirements".

3.7.3 In line 1, at the beginning add: "Subject to the other terms and conditions of these Supplementary General Conditions in general and Subparagraphs 1.2.2, 1.2.3, and 3.2.2 in particular," and replace "It" with "it". At the end of the first grammatical sentence add "unless such laws, statutes, ordinances, building codes, and rules and regulations bear upon the performance of the Work."

3.7.4 In line 1, delete "knowing it to" and substitute "(including, without limitation, the installation of any materials or equipment) that it knows or reasonably should have known would". In line 2, delete "without such notice to the ARCHITECT and OWNER.

3.10.1 In line 2, delete "information" and substitute "review and approval". In line 3, after "revised" add "as required herein and" and at the end of the subparagraph add: "The schedule shall indicate the proposed starting and completion dates for the various subdivisions 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."

3.11.1 In line 2, after "selections" add "(all changes and selections to be approved by OWNER and ARCHITECT in advance).

After 3.11.1 add:

> "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 of 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."

3.12.10 In line 9, after "professional" add "and who shall comply with requirements of OWNER regarding qualifications and insurance."

3.18 Delete and substitute:

> "*3.18 INDEMNIFICATION*
> *"To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend, and hold harmless OWNER, the elected officials of Owner, all employees of Owner and agents 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 attorneys' 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 or omission of CONTRACTOR, a Subcontractor, or an individual, partnership, joint venture, or corporation (a) directly or indirectly employed by CONTRACTOR or a Subcontractor, or (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 thereunder). 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 our 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 or 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 they may be legal defenses available to it that are different from, or additional to, or inconsistent with, those available to it that are different from, or additional to, or inconsistent with, those available to CONTRACTOR. 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."

4.1.3 In line 1, delete "against whom CONTRACTOR makes no reasonable objection and".

4.2.3 Delete in its entirety and substitute the following:

"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."

4.2.6 In line 1, after "authority" add "and the responsibility".

4.2.7 In line 1, after "approve" add "or reject,". In line 2, delete "but only for the limited purpose of checking".

4.2.13 Delete in its entirety

4.3.2 At the end add "Said written notice of claims shall state specifically the reason for the claim, the date or dates of the cause of causes of the claim, and if any extension of time is requested, the number of days of extension requested."

4.3.4 At the end add:

"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 inspections, 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 In line 2, after "WORK," add "Said notice shall itemize all claims and shall contain sufficient detail and substantiating data to permit evaluation of same by OWNER and ARCHITECT. No such claim shall be of value unless so made."

4.3.7.2 At the end add:

"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."

4.3.10 Delete in its entirety and add, "CONTRACTOR shall not be entitled to claims for additional time and/or increase in Contract Price due to a problem or non-performance of a subcontractor."

4.4.2 In line 3, after "approve" add "in whole or in part".

Paragraph 4.4.5 shall be amended by deleting the words "and arbitration" and replacing them with "or litigation."

Paragraph 4.4.6 shall be deleted.

Paragraph 4.4.8 shall be deleted.

Article 4.5 "Mediation" shall be deleted in its entirety.

Article 4.6 "ARBITRATION" shall be deleted in its entirety and the parties expressly agree that disputes or claims arising under the Contract Documents shall not be subject to arbitration unless mutually agreed by the parties in writing.

5.1.1 In line 2, after "site" delete "." and add "or to otherwise furnish labor, material, or other services with respect to a portion of the WORK."

5.1.2 In line 3, after "site" delete "." and add "or to otherwise furnish labor, material, or other services with respect to a portion of the WORK."

5.2.3 After the first grammatical sentence, delete the remainder of the paragraph.

5.3.1 In line 1, after "appropriate" add "written" and delete "written where legally required for validity."

After 5.3.1 add:

> "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."

Paragraph 5.5 shall be added as follows:

5.5 Contractor shall promptly notify Owner and Architect of any material defaults by any Sub-contractor. 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 Sub-contractor 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.

6.2.3 Delete in its entirety.

6.2.4 In line 1, after "damage" delete "wrongfully".

7.1.1 In line 1, before "by" add "only".

7.1.2 In line 3, delete "alone" and substitute "and is subject to the approval of OWNER".

7.1.3 At the end add:

"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 alterations or additions to the Work and no claim that OWNER has been unjustly enriched by any 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."

After 7.2.2 add:

"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 costs 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.

7.3.1 At the end, add, "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."

7.3.6 In line 5, after "profit" add "not to exceed a total maximum of fifteen percent (15%) for all WORK.

7.4.1 After "authority" add "after having obtained OWNER's approval".

After 8.1.1 add:

"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.

"8.1.1.2 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 as per specifications in the Legal Notice for Biddersfor the WORK remaining 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."

8.3.1 At the end of the grammatical sentence, delete ".", substitute ";", and add:

"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 the circumstances to achieve this goal."

8.3.3 At the end, add:

"CONTRACTOR shall not be entitled to damages of any type for delays caused by OWNER, his servant, 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 extend 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."

9.2.1 In line 1, after the third "the" add "OWNER and". In line 2, after "WORK," delete the balance of the subparagraph and substitute the following:

"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 may direct or as required by OWNER. This schedule, when approved by 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 Directives. 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, 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."

9.3.1 At the end add:

"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 office of CONTRACTOR to the effect that:

There are no known mechanics', 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 laborers' 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 material men 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."

9.3.3 At the end add:

"The vesting of such title shall not impose any obligations on 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."

9.4.2 In line 2, after "and" add "on all other information available to ARCHITECT including, without limitation,". In line 8, after "certified", delete "." and add "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." In line 10, delete "reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by OWNER to substantiate CONTRACTOR's right to payment, or (4)".

9.5.1.6 In line 2, delete "and" and substitute "or".

9.5.1.7 In line 1, delete "persistent".

After 9.5.2 add:

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.

9.6.1 At the end, add, "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 forth 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."

Article 9.6.4 shall be amended by inserting a period after the word "Subcontractor" and deleting the phrase "except as may otherwise be required by law".

Article 9.6.7 shall be deleted.

9.7.1 In line 2, after "not" add ", 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". In line 3 delete "or awarded by arbitration".

After 9.7.1 add:

> "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."

9.8.1 In line 1, after "thereof" add "(which OWNER agrees to accept separately)".

9.8.4 In line 5, delete "Substantial Completion of the WORK or designated portion thereof" and substitute "issuance of the certificate of final payment by ARCHITECT". At the end, add:

> "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 the general public could occupy the building on that date and the completing of the WORK by CONTRACTOR would not materially interfere or hamper OWNER's employees or the general public (or those claiming by, through, or under OWNER). 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 as adjusted for any Work that is incomplete or not in accordance with the requirements of the Contract Documents.

Article 9.9.1 shall be amended by deleting the phrase "Clause 11.4.1.5" and inserting the phrase "Article 11.5".

9.10.4 In line 2, clause .2, delete "or"; In line 2, clause .3, delete "." and substitute "; or"; and add at the end " .4 faulty or defective WORK appearing after Substantial Completion."

10.3.3 Delete in its entirety.

10.5 Delete in its entirety.

11.1 delete 11.1 in its entirety and substitute the following:

11.1.1 The Contractor shall purchase and maintain with a company or companies lawfully authorized to do business in the State of Texas such insurance as will protect the Contractor and the Owner from Claims set forth below which may arise out of or result from the Contractor's operations under the Contract and for which 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 any person other than the Contractor's employees;

.3 claims for damages because of bodily injury, occupational sickness or disease, or death of any person other than the Contractor's employees;

.4 claims for damages insured by ususal 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 the Contract Documents, including under paragraph 3.18.

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 b the Contractor, or automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no specific limitations on the coverage afforded the Owner, its officers, 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 coverage."

11.1.3 "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 OWNER shall do so, CONTRACTOR shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages. CONTRACTOR shall provide to OWNER a certified copy of any and all applicable insurance 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."

"11.1.4 Further, CONTRACTOR shall require all Subcontractors to carry similar insurance 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."

11.1.5 "In the event CONTRACTOR fails to obtain the required certificates of insurance 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 insurance would have provided coverage. This indemnity obligation is in addition to any other indemnity obligation provided in the Contract."

11.1.6 SCHEDULE OF INSURANCE COVERAGES:

	Coverage	Minimum Amounts and Limits
11.1.7	Worker's Compensation	Statutory Limits
	Employer's Liability	$500,000.00
	i. Bodily Injury by Accident	$500,000.00 Each Accident
	ii. Bodily Injury by Disease	$500,000.00 Each Employee
	iii. Bodily Injury by Disease	$500,000.00 Policy Limit
11.1.8	Commercial General Liability	
	Bodily Injury/Property Damage	$1,000,000.00 per Occurrence
	(Premises Operations, Independent Contractors, Products/Completed Operations, Personal Injury, Contractual Liability, Explosion, Collapse, Underground and Broad Form Property Damage)	
11.1.9	Comprehensive Automobile Liability	$1,000,000.00 Combined Single Limit Per Occurrence

The successful Proposer must obtain at its expense an owner's liability insurance policy naming the County, its employees and the Architect/Engineer insured.

11.1.12 All Policies shall contain special endorsements to include:

11.1.12.1 The County as an additional insured (except for Workers Compensation);

11.1.12.2 Waiver of subrogation in favor of County under the Workers Compensation and Employers' Liability Policies.

11.1.12.3 A statement that a notice shall be given to County by certified mail thirty (30) days prior to cancellation or upon any material change in coverage.

After 11.2.1 add:

11.2.1.2 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 or 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's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

Delete 11.3.1. in its entirety and substitute the following:

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 Paragraphs 11.1.8 and 11.1.8.1.

11.4 Delete 11.4 in its entirety and substitute the following:

11.4.1 Builders Risk Insurance. The successful bidder must obtain at its expense, an all risk basis, builder's risk insurance coverage, including workmanship acceptable to the County, in the amount of insurance equal at all times to 100% of the contract sum. The policy must also name its subcontractors and the County as additional insureds, as their respective interests may appear. The policy must havee the following endorsement: "This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises." For renovation projects, the County waives subrogation for damage by fire to an existing building structure if building structure is in the care, custody or control of the contractor and the builder's risk policy must be endorsed to include coverage for an existing building structure.

11.4.2 Delete.

11.4.3 The Contractor waives all rights against (1) Owner, Owner's elected officials, agents and employees, the Subcontractors, Sub-subcontractors, agents, 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 a 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 insurance proceeds received by the Contractor, and by appropriate agreements shall require Subcontractors to make payment to their Sub-subcontractors in 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 a separate account proceeds so received, which the Contractor shall distribute 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 Delete in its entirety and substitute the following:

> 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 Title 12, Chapter 3503 of the 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 require 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 or money due to the Contractor withheld until sufficient bonds are provided by Contractor.

12.1.1 In line 3, after "Time" add "or Contract Sum".

12.2.1 In line12, after "ARCHITECT" add ", incomplete, defective".

12.2.2 In line 2, after "of the" add "entire"; after "WORK" delete "or designated portion thereof or after the date for commencement of warranties established under Subparagraph 9.9.1," and substitute "(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,". In line 4, after "to be" add "defective or otherwise". In line 7 after "condition." delete the next two grammatical sentences and substitute the following:

"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 of the WORK under the Contract and termination of the Contract."

At the end of the last grammatical sentence of this subparagraph, delete (.) And substitute, "by OWNER."

After 12.2.2.2 add:

"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."

12.2.4 In line 2, after "caused" add "in whole or in part". In line 3, after "is" add "defective or otherwise".

12.2.5 In line 2, after "Documents" delete "." and substitute "or under law or in equity." and delete "of one year".

12.3.1 In line 1, after "is" add "defective or otherwise".

13.4.1 In line 3, after "law" delete "." and add "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."

13.5.1 Delete the last grammatical sentence in its entirety and substitute the following:

"ARCHITECT, OWNER, and CONTRACTOR shall be afforded a reasonable opportunity to attend, observe, and witness all inspections and tests of the WORK. ARCHITECT or 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 Architect, Owner, Contractor, or public authorities having jurisdiction determine that portions of the work require additional testing, inspection, or approval not included under subparagraph 13.5.1, Owner will provide or 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 In line 2, after "Documents," delete the remainder of the subparagraph and substitute the following:

"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.

Paragraph 13.6.1 shall be deleted and replaced by the following:

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.

13.7 Delete in its entirety.

Article 13.9, EQUAL OPPORTUNITY, shall be included as follows:

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 solicitations 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.

Article 13.10 shall be added as follows:

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 that should asbestos fibers be found at this Project in concentrations greater than 0.1 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 the Owner.

13.10.3 Final payment shall not be made until this letter of certification has been received.

14.1.1 In line 1, delete "30" and substitute "sixty (60)".

14.1.1.3 and 14.1.1.4 Delete in their entirety.

14.1.3 Delete in its entirety and substitute the following:

> "If one of the above reasons exists, CONTRACTOR may, upon fourteen (14) days' written notice to OWNER AND ARCHITECT, terminate the Contract, unless this reason is cured prior to the expiration of the notice period, and recover from OWNER payment of WORK properly executed in accordance with the Contract Documents (the basis for such payment shall be as provided in the 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 Delete in its entirety and substitute "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."

14.2.1 In line 1 of .1 delete "persistently or repeatedly" and in the second line, after "materials" add "equipment". In line 1 of .3 delete "persistently" and after ";" delete "or". In line 1 of .4 delete in its entirety and substitute "disregards the instructions of ARCHITECT or OWNER (when such instructions are based on the requirements of the Contract Documents);" After .4 add ".5 is adjudged a 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 Documents."

14.2.2 In line 1, after "OWNER" delete ", upon certification by ARCHITECT that sufficient cause exists to justify such action,".

14.2.4 Delete in its entirety and substitute the following:

> "To the extent 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."

After 14.2.4 add:

> "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."

14.4.3 In line 2, delete "along with reasonable overhead and" and substitute "without any overhead or".

Signed this the _____ day of _____, 200__.

Owner:

By_____

Signed this the _____ day of _____, 200___.

Contractor:

By:_____

G:\files\MSE\Hidalgo Co\Supplementary Conditions to the Gen Cond-A201-1997.wpd

AI-12921 **19.A.9.**

ROADWAY LIGHT FIXTURES MAINTENANCE - PRECINCTS NOS. 1 & 3
CC REGULAR

Date:	12/23/2008
Submitted By:	Olga Montero, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation for discussion, consideration and approval to reject the sole bid receveid with authority to re-advertise same for: "Roadway Light Fixtures and Maintenance" inasmuch as sole bid submitted was incomplete and thus cannot be considered.

BACKGROUND

Proposed Ad Dates:
1st advertisement - December 27, 2008
2nd advertisement - January 03, 2009
Bid Opening Date: Janaury 14, 2009

Refer to draft specs/contract

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 1315-431-00-121-031-0-841

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

BUDGETARY IMPACT:
$589.43 Available as of 12/19/08

FISCAL YEAR: 2008 **ACCT. #:** 1315-431-00-123-030-0-841

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

BUDGETARY IMPACT:
$1,000.00 Available as of 12/19/08

Attachments

Link: DRAFT CONTRACT
Link: DRAFT SPECS

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department		12/19/2008 05:13 PM	PEND

2	Budget & Management	Veronica Lopez	12/18/2008 01:39 PM	APRV
3	Erika Reyna	Erika Reyna	12/19/2008 08:55 AM	APRV
4	Auditor's Office		12/19/2008 05:13 PM	NEW

Form Started By: Olga Montero

Started On: 12/17/2008 02:39 PM

Final Approval Date: 12/19/2008

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THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-09-033-00-00

THIS CONTRACT is made and entered into this_____day of_____, **2009** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and_____. a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for **{ROADWAY LIGHT FIXTURES MAINTENANCE}** for Hidalgo County (Precincts Nos. 1 & 3) (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to Hidalgo County (Precincts Nos. 1 & 3) for **"ROADWAY LIGHT FIXTURES MAINTENANCE."** This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County.** Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one (1) year, beginning _____ and ending on_____ and may be extended at the sole discretion of County for an additional one (1) year, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. Hidalgo County reserves the right to extend this bid award for an additional sixty (60) day grace period at the end of the contract term due to unforeseen delay in the award of the new bid for the next contract term.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written

invoice submitted by Company.

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

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano

DRAFT

Edinburg, Texas 78539

If to Company _____
_____
_____
_____

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

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WITNESS our hands in duplicate originals this_____ day of _____, 2009.

COUNTY OF HIDALGO

ATTEST:

By:_____
Juan D. Salinas, III, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY:_____
By:_____
Printed Name:_____
Title:_____

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

By:_____

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Exhibit "A"
HIDALGO COUNTY
(Precinct Nos. 1 & 3)-
"ROADWAY LIGHT FIXTURES MAINTENANCE"
RFB NO. 2009-033-01-14-otm
JANUARY 14, 2009

REQUIREMENTS, GENERAL TERMS AND CONDITIONS

The County of Hidalgo is seeking vendor(s) for **"ROADWAY LIGHT FIXTURES MAINTENANCE"**, with strict responsible adherence with all specifications and/or requirements contained herein with the bidder submitting the lowest and complying bid.

The term of the contract shall be for a period of one year with the County's option to renew for an additional year under the same rates, terms and conditions. Hidalgo County reserves the right to extend this bid award for an additional sixty (60) day grace period at the end of the contract term due to unforseen delay in the award of the new bid contract term.

Awarded vendor will be required to **maintain** the continuous lighting system on US 83 within the limits from Sta. 663+00 (1400' West of Showers Road to Sta. 715+00 (300' West of Abram Road) Circuits A and B (24 poles, 48 lights) and on US 83 within the limits from Sta. 1994-00 (470' East of FM 493) to Sta. 2076+00 (300' West of Miles 6 ½ Rd.) Circuits E,F, and G (43 poles, 80 lights) and Sta. 2277+00 (130' East of FM 1015) to Sta. 2302+00 (2,630' East of FM 1015) Circuits S and T (13 Poles, 24 Lights) inside Hidalgo County Precinct No. 1.

Awarded vendor must **maintain** and operate the lighting system in an efficient and sightly condition, including the furnishing of all equipment and labor and making any replacements which may become necessary.

The County of Hidalgo will obtain approval of the State before making any major changes in the design and/or operation of the lighting system or before the removal of any part of the installation except for the purpose of replacing identical or accepted equivalent equipment.

EXHIBIT "A"--SPECIFICATIONS

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1. These specifications are intended to establish an agreement for the maintenance and electrical repairs of the **overhead lighting** system in Hidalgo County.

2. Maintenance hereunder refers to all maintenance necessary to keep facilities fully operating, properly functioning, with a minimum of 95% of the lights burning at all times for their normal expected useful life. Said maintenance shall include repairs and/or replacement of any component parts of the facilities as may be necessary.

3. Each highway lighting facility system was constructed or modified in essential accordance with plans approved by the Texas Department of Transportation.

4. All work and materials shall conform to the requirements and regulations of the National Electric Safety Code.

5. All electrical work performed under the agreement shall be under the supervision of a licensed electrician.

6. **BIDDER QUALIFICATIONS:** Each bidder shall list each piece of equipment, brand, size, model, age and vehicle condition to be used for lighting repairs for this agreement. Equipment shall be readily identifiable at Contractor's equipment, logo, etc.

7. The bid will be awarded on a per unit cost basis. There is no guarantee on annual volume and will be on an "as needed basis only".

8. In the event the contractor fails to perform routine emergency lighting repairs in an "as built" and timely manner, the County may obtain services from a secondary vendor. In such event, Hidalgo County will charge the successful bidder the difference for any additional cost incurred by Hidalgo County for such item or service.

9. Orders will be given to the Contractor, by telephone and/or confirmed in writing, by the County.

10. The following price schedule will be utilized throughout the agreement period to pay for services.

11. The Contractor shall start the required maintenance and/or normal repairs within forty-eight (48) hours after receiving notice by telephone, except that no routing work shall be performed after 3:00 p.m. on Fridays; or on Saturdays, Sundays, or Holidays, unless specifically requested to do so by the County.

12. The work area of maintenance operations performed from the roadway, including shoulders and lane closures shall be signed, marked and/or flagged by Contractor in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways, current edition, as amended.

13. All materials incorporated in the work, to be accepted by the County, shall

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be new first-quality material installed in accordance with the manufacturer's instructions, or these specifications, whichever is more applicable. It is the intent of this specification to provide materials free from defects in workmanship and product.

14. The Contractor shall provide a written guarantee on workmanship and materials for a period of one (1) year after the date of acceptance by the County. Any defects observed within the one (1) year guarantee period shall be repaired and/or replaced to the City's satisfaction at no additional cost to the County.

15. All costs and expenses associated with the preparation and submission of bids shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County Precinct No. 2.

16. Insurance requirements for this project (refer to requirements and limits on Exhibit "C" form.

17. Hidalgo County reserves the right to reject any/all bids, to waive any or all formalities, or to accept the bid considered the lowest, best and most advantageous to the County, including compliance to the id specifications. Hidalgo County reserves the right to hold the bids for a period of ninety (90) days without taking action hereon. In cases of discrepancy between unit price and extension, the unit price shall govern.

18. Hidalgo County is requesting that any all questions, inquiries and clarifications regarding this bid be routed to:

Martha L. Salazar, CPPB/Purchasing Agent
Hidalgo County Purchasing Department
Attn: Olga T. Montero, Buyer
2802 S, Business Hwy. 281-New Administration Bldg.
Edinburg, Texas 78539

19. All written inquiries will be accepted via facsimile (956) 318-2626 or
via-email: olga.montero@co.hidalgo.tx.us by no later than Wednesday, JANUARY 07, 2009 by 5:00 p.m.. Responses to said inquiries will be sent to all applicants via-facsimile or email by no later than 5:00 p.m. on Friday, JANUARY 09, 2009.

CLARIFICATION: Traffic control is to be included in all costs bid and in accordance with item 13 below. The Texas Department of Transportation approval is required for lane closures. There shall be no lane closure during weekdays rush hour periods from 6:00 a.m. to 8:00 a.m., and 4:00 p.m. to 6:00 p.m.

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HIDALGO COUNTY (PALMVIEW)

PROJECT (CSJ)	CIRCUIT NO.	NO. OF POLES	NO. OF LIGHTS
0039-17-134	A	12	24
0039-17-134	B	12	24
TOTAL		24	48

HIDALGO COUNTY (MID VALLEY)

PROJECT (CSJ)	CIRCUIT NO.	NO. OF POLES	NO. OF LIGHTS
0039-18-085	D	1	2
0039-18-085	E	16	28
0039-18-085	F	13	26
0039-18-085	G	14	26
0039-18-085	S	5	10
0039-18-085	T	8	14
TOTAL		57	106

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EXHIBIT "B"

HIDALGO COUNTY
(Precinct Nos. 1 & 3)-
"ROADWAY LIGHT FIXTURES MAINTENANCE"
RFB NO. 2009-033-01-14-otm

BID PAGE

Item	Qty.	Description	Unit Cost
01.		LANE CLOSURE	$
02.		REMOVE AND REPLACE LUMINAIRE FIXTURES	$
03.		REPLACE WIRE AND FUSES	$
04.		REMOVE AND REPLACE PHOTO CELLS	$
05.		REMOVE AND REPLACE LAMPS	$
06.		REMOVE AND REPLACE BALLASTS	$
		SEE ATTACHED SPECIFICATIONS FOR GENERAL REQUIREMENTS	

Reset up to 50' pole (includes, but not limited to, resetting/replacement of: pole, mast arm, luminaires, with the reuse of existing concrete base and anchor bolts).

TOTAL Labor, Materials, and Equipment per pole $

Re-lamp poles (Lighting standards up to 50 foot) includes work necessary to make light fixture function correctly.

TOTAL Labor, Materials, and Equipment per pole $

Trencher and Operator: To include trenching and cable replacement per foot, proper backfill and compaction depth of 12" below grade.

Common: $_____ **Per foot**

Rocky: $_____ **Per foot**

EXHIBIT "B"

DRAFT

HIDALGO COUNTY
(Precinct Nos. 1 & 3)-
"ROADWAY LIGHT FIXTURES MAINTENANCE"
RFB NO. 2009-033-01-14-otm

CONTINUATION - BID PAGE

The following are examples of additional work that may be required during the term of the agreement and will be performed on a Time and Materials basis:
Inspect and replace electrical wiring as needed.

Time and Material (T & M) rates will be used for work outside the scope of the specified groups and for exception or special circumstances when completing a specific group. All T & M requires approval by the County.

Item	Summary of Labor and Equipment Classifications	Hourly Rates
a.	Foreman	$
b.	Electrician	$
c.	Operator	$
d.	Ground Men/ Labor	$
e.	12 Ton 56" JLG Crane	$
f.	4 Ton 46' Nat'l Crane with Bucket	$
g.	Altec AM 660 Bucket 40'	$
h.	Hi Ranger TDI 65 55'	$
i.	30 HP 360 Case Trencher/ Backhoe	$
j.	6010 Case Directional Drill up to 4" inch	$
k.	6010 Case Directional Drill up to 8" inch	$
l.	Water Truck with Mud System	$
m.	Dump Truck	$
n.	1 Ton Pick up with Tools	$
o.	Generator	$
p.	Compressor	$
q.	Digger Derrick	$
r.	Vacuum Excavator	$

AI-12918 **19.A.10.**

Hidalgo County-Primary Care and Substance Abuse Facility-Request for Pmt on (Recorded Plat) w/City of Edinburg

CC REGULAR

Date:	12/23/2008
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Hidalgo County

Information

CAPTION

Presentation for discussion, consideration, acceptance, and approval of request for payments/checks needed/required to record plat/subdivision for the "Primary Care and Substance Abuse Facility" for Hidalgo County including, but not limited to:

A. to the City of Edinburg for $250.00;
B. to Hidalgo County Drainage District #1 for $250.00;
C. to Hidalgo County Irrigation District #1 for $600.00;
D. to Hidalgo County Clerk for $96.00;

as instructed through project engineer, Quintanilla, Headley & Associates, Inc. with authority for Auditor to process and County Treasurer issue manuel checks, so, as to comply with the City and other jurisdiction's ordinances and requirements.

BACKGROUND

Request from QHA to County Judges Office (Brenda Garza)

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-415-00-115-002-0-841

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

BUDGETARY IMPACT:

Pending transfer and P.O. reclassification.

Attachments

Link: Request frm QHA

Link: Request from QHA-2

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/18/2008 12:42 PM	APRV
2	Budget & Management	Veronica Lopez	12/18/2008 01:37 PM	APRV
3	Veronica Lopez	Veronica Lopez	12/19/2008 02:53 PM	APRV
4	Auditor's Office		12/19/2008 05:13 PM	NEW
Form Started By: Letty Saenz			Started On: 12/17/2008 02:23 PM	

Final Approval Date: 12/19/2008

From: Alfonso Quintanilla [mailto:alfonsoquintanilla@sbcglobal.net]
Sent: Wednesday, December 10, 2008 3:48 PM
To: Paul Medrano
Cc: Brenda Garza
Subject: Hidalgo County Primary Care & Substance Abuse Facility - Land Subdividing

Good afternoon Paul,

I just had a staff meeting with the City of Edinburg (Planner, Engineer, Fire Department, Utilities). Since at this time, we do not have a definite site plan, it was decided to record the property as one lot including that part of the access easement as part of the lot (see attached layout). This way, the lot has legal access to a public road (Schunior Road). Once the site plan is established, we will do an amended plat to show the correct location of the various utilities (water, sewer, drainage, etc..)

We will have this plat recorded with the next three weeks.
Brenda: I need a check payable to the City of Edinburg in the amount of $ 250.00 for the filing fee.

Should you have any questions, please let me know. Thank you.

Alfonso Quintanilla, P.E., R.P.L.S.
Quintanilla, Headley & Associates, Inc.
124 East Stubbs
Edinburg, Texas 78539
Phone (956) 381-6480
Fax (956) 381-0527
Cel. (956) 624-6699

Leticia Saenz

From: Brenda Garza [brenda.garza@hidalgocountyjudge.com]
Sent: Thursday, December 18, 2008 10:00 AM
To: Martha Salazar; Leticia Saenz
Cc: J.D. Salinas; Eddie Olivarez; Roxanne De la Garza
Subject: FW: Hidalgo County Primary Care & Substance Abuse Subdivision

Good morning, Ms. Marty & Letty!

Please refer to attached email regarding additional recording fees for the plat recording of the property for the Primary Care/ Substance Abuse Facility.

Your help is GREATLY appreciated!!
Brenda

From: Alfonso Quintanilla [mailto:alfonsoquintanilla@sbcglobal.net]
Sent: Thursday, December 18, 2008 9:23 AM
To: Brenda Garza
Subject: Hidalgo County Primary Care & Substance Abuse Subdivision

Good morning Brenda & Letty,

In order to expedite the recording of this subdivision, I also need the following checks:

1. Hidalgo County Drainage District No.1 - $ 250.00
2. Hidalgo County Irrigation District No.1 - $ 600.00
3. Hidalgo County Clerk - $ 96.00
4. City of Edinburg - $ 250.00 (previously requested)

Should you have any questions, please contact me as soon as possible.

Thank you and have a great day. Merry Christmas!!!!

Alfonso Quintanilla, P.E., R.P.L.S.
Quintanilla, Headley & Associates, Inc.
124 East Stubbs
Edinburg, Texas 78539
Phone (956) 381-6480
Fax (956) 381-0527
Cel. (956) 624-6699

No virus found in this incoming message.
Checked by AVG.
Version: 7.5.552 / Virus Database: 270.9.19/1855 - Release Date: 12/18/2008 10:16 AM

AI-12888 **19.A.11.**

TITLE REPORT SERVICES (POOL)

CC REGULAR

Date:	12/23/2008
Submitted By:	Olga Montero, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Hidalgo County

Information

CAPTION

A. Presentation for discussion, consideration and approval to reject the sole proposal received for: "Title Report Services", due to proposal being incomplete. RFP No. 2008-419-12-10-otm

B. Requesting authority to re-advertise request for proposals with approval of procurement packet (i.e. specifications and draft contract document) as attached hereto for: "Title Report Services".
RFP No. 2009-032-01-14-otm

BACKGROUND

Proposed Ad Dates:
1st advertisement - December 27, 2008
2nd advertisement - January 03, 2009
Bid Opening Date: January 14, 2009

Refer to draft specs/draft contract

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-415-18-160-001-0-540

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

BUDGETARY IMPACT:

Funds available as of 12-18-08 $521.37

Fiscal impact cannot be determined at this time in as much as CC needs to approve the request for proposals of professional services, scope of services and any applicable procurement process.

Fiscal impact is determined at the time the contract negotiations and any other procurement process is finalized with any particular firm (vendor) and a final contract is approved and executed by CC.

Attachments

Link: DRAFT CONTRACT

Link: DRAFT SPECS

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/17/2008 02:02 PM	APRV
2	Budget & Management	Veronica Lopez	12/17/2008 03:53 PM	APRV
3	Veronica Lopez	Veronica Lopez	12/19/2008 09:19 AM	APRV
4	Auditor's Office		12/19/2008 05:13 PM	NEW

Form Started By: Olga Montero

Started On: 12/17/2008 09:10 AM

Final Approval Date: 12/19/2008

DRAFT

REQUIREMENTS AGREEMENT

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

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"[TITLE REPORT SERVICES]"**, as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products and Warranty") for a period of two (2) 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 an valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"TITLE REPORT 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 Unites States mail.

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

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

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

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

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

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

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

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

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

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

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

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

DRAFT

APPROVED BY COMMISSIONERS COURT ON, _____, 2009.

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:

Date:_____

_____
Stephen L. Crain

DRAFT

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY

REQUEST FOR PROPOSAL

TITLE REPORT SERVICES-"(POOL)"

(Including all Funding Sources, Programs and Entities)

RFP NO: 2009-032-01-14-otm

DRAFT

HIDALGO COUNTY
REQUEST FOR PROPOSAL
"TITLE REPORT SERVICES"(POOL)
RFP NO: 2009-032-01-14-otm

Overview:
The County of Hidalgo is seeking to engage services from firm(s) or vendor to provide "Title Report Services" on an "AS NEEDED BASIS". The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of **"POOL"-TITLE REPORT SERVICES"** as specified herein. Sealed proposals will be accepted until **9:30 A.M., Wednesday, JANUARY 14, 2008. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:
RFP Number: 2009-032-001-14-OTM

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

The Submittal Envelope Must Show The RFP Number, Name And Opening Date.

The following outlines the Request For Proposals:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that request for proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN Wednesday, JANUARY 07, 2009, at 5:00 P.M. at (956) 292-7612 or e-mail to olga.montero@co.hidalgo.tx.us . Responses will be sent to all applicants via facsimile by Friday, JANUARY 09, 2008. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DRAFT

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office locate at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:

Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:
Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

SIGNING OF PROPOSALS:
In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter **may not** subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

DURATION OF CONTRACT: The initial term of the contract shall be for **Two *Year***, with the County's option for additional ***One Year*** extension based on prior year's performance evaluation and contingent upon cost remaining unchanged. Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day "Grace Period" at the end of the contract term for unforeseen delay of award for next term and contingent upon cost remaining unchanged. Additional requirements to be included in the contract, stated under **Scope of Services** in ***Exhibit "A"***.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications **(if applicable)**.

SECTION II - RFP REQUIREMENTS

REQUEST FOR PROPOSALS:

The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:

This section should demonstrate the proposers understanding of the project needs, the services required, and any local issues or concerns. Briefly explain how long you have been organized and your business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

PROPOSER'S QUALIFICATIONS:

Hidalgo County is soliciting to contract with a proposer who is qualified, licensed and certified. The proposer will directly perform the required services are required to have any and all applicable licenses, permits, credentials, qualifications to perform necessary services. Must submit any and all applicable licenses, permits, credentials, qualifications with RFP. Photostat copies are acceptable

PERSONNEL AND STAFFING:

The proposers should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the proposer's credentials, education and experience with other entities is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL:

This section will contain ***any/all*** licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as qualified.

If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

DRAFT

SCOPE OF SERVICES

The County of Hidalgo is accepting Proposals from interested firms with the experience in providing "Title Report Services". The purpose of soliciting Proposals (RFP) is to develop a "pool" of pre qualified firms or vendors from which evaluated, ranked and negotiated engagements of Indefinite Delivery Indefinite Quantity (IDIQ) contracts will be executed for "Title Report Services".

I. FIRM QUALIFICATIONS

A. The firm or vendor selected is to have adequate experience and a workload free from constraints to complete Title Reports within three (3) business days per parcel.

B. The provider should have experience with: (1) State (i.e. Tx DOT), County and other governmental entities as well as private sector firms; and/or (2) Education and/or life experience equivalent in rendering such services.

C. Hidalgo County intends to negotiate and issue one or more Indefinite Delivery Indefinite Quantity Contracts (IDIQ).

D. All information and/or data contained within the completed "Title Report" must be obtained from a Title/Abstract office.

II. SCOPE OF SERVICES

Information to be included in each title report:

1. Name and address of owner of property with information on title vesting;
2. Lien holder with recording information;
3. Legal description of property;
4. Easement affecting property both specifically for the lot arid general covering entire subdivision;
5. Show any Federal *and/or* State Tax Liens
6. Provide copies of Deed, Liens, and Easements.
7. Provide copy of maps where information was retrieved (Highlighted & Specified)

III. RFQ Requirements

Each proposal must address, but may not be limited to, the following issues:

1. Firm Name
2. Name, position, phone and fax number of Point of Contact (POC).
3. Name of Principal/Owner and number of years in business.
4. State name of Title Company from whose records information will be obtained.
5. List three governmental projects with names, addresses and phone numbers of representatives who can be contacted for references.
6. Detail how your firm/company has the capability to deliver the services required on a timely basis.

IV. Evaluation Criteria

The following criteria will generally be used to evaluate Statements of Qualifications:

1. Capability to perform all the services required for the noted projects in a timely manner, namely to meet schedules and deadlines of a maximum of three (3) business (working) days per parcel.
2. Recent experience and familiarity with Hidalgo County and the Texas Department of Transportation requirements and procedures;
3. List of recent projects.
4. Professional integrity and competence.
5. Professional background.
6. Current workload.
7. Thoroughness of information provided.

V. Request for Services &Evaluation Process

A department requiring Title Report Services will review, evaluate & rank at least three Statements of Qualifications utilizing the evaluation criteria noted below.

Based on the committee's review and evaluation, a minimum of three (3) firms will be ranked for further consideration and may be required to submit supplemental information.

Negotiations will take place with the potential firms in the order of their ranked evaluation, for subsequent negotiations of fees & services with one or more firms on a rotational basis for the Indefinite Delivery Indefinite Quantity (IDIQ) Contract.

VI. **Involuntary Termination:** The approval of a vendor as prequalified to perform work for the County under this RFP shall be deemed to be terminated and the vendor removed from the qualified vendor list upon the occurrence of any of the following:

A. The death of the vendor, if an individual, or the primary professional member, if a firm or entity;
B. The suspension, revocation or cancellation of the vendor's right to practice his profession in the State of Texas;
C. The imposition of any restriction or limitations by any Governmental authority having jurisdiction over the vendor to such an extent that the vendor cannot engage in the professional practice for which vendor is pre-qualified;
D. The failure of the vendor to faithfully and diligently perform the usual and customary duties assigned or contracted to it from time to time;
E. The failure or refusal of the vendor to comply with the reasonable policies, standards and regulations of Hidalgo County which may from time to time be established; provided, however, that such policies, standards and regulations are not contrary to any law or regulatory directive; or
F. The conduct of the vendor in any unprofessional, unethical, or fraudulent manner; a finding of unprofessional or unethical conduct by any board, institution, organization or professional society having any privilege or right to pass upon the conduct of the vendor, or conduct of the vendor which discredits Hidalgo County.
G. A vendor submitting a deliverable product, i.e. title report, that results in delay or interruption of the acquisition process including the incurring of additional expense by the County will be grounds for termination of vendor's participation in the "Pool".

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
Proposer(s) is to provide a proposed fee on proposal page based on the scope of services/work requested.

RFPs must be submitted by **no later than 9:30 a.m. on Wednesday, JANUARY 14, 2009.**

RFP SUBMITTED TO: An original and seven (7) copies of RFPs should be submitted to:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

All/Any costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives when ever it is in the County's best interest to do so.

SECTION III – SELECTION/EVALUATION/RANKING

A. SELECTION/EVALUATION/RANKING PROCESS:

The RFP shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal with the lowest fees, but shall take into consideration other factors, including past experience, evidence of good organization background, references, ability to provide requested services, and any other factors found necessary for quality services including a presentation of the proposed system. Hidalgo County will evaluate the proposal utilizing the evaluation criteria outlined in Exhibit "B" attached herein. Thereafter, Hidalgo County Commissioners Court will rank and/or award this proposal.

Proposals will be graded on a 100-point system with emphasis on ability to service Hidalgo County including, but not be limited to, the items listed below:

1.	**Responsiveness:**	**Total Points Possible:**	**30 points**
	a. Thoroughness of Requested Information		(10 Points)
	b. Understanding of Project		(10 Points)
	c. List of References provided		(10 Points)
2.	**Firm Capabilities:**	**Total Points Possible:**	**40 points**
	a. Quality and Accuracy of work performed		(10 points)
	b. Experience with similar projects		(10 points)
	c. Capability to meet schedules and deadlines		(10 points)
	d. Current workload and ability to commence various requested projects simultaneously		(10 points)

3. **Cost Fees** In considering the proposals, the Hidalgo County reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous, including but not limited to price per parcel and/or services price per day/hour.

30 points
Total 100 Points

B. RANKING OF PROPOSALS:

Hidalgo County will evaluate and score the RFP responses. After the RFPs have been evaluated and scored, Hidalgo County will make a recommendation to Hidalgo County Commissioners Court for approval of rank and/or award of proposal.

C. NEGOTIATION PROCESS:

Compliance with all requirements, the most cost productive, efficient and effective plan will be considered. Emphasis will be placed on capability to perform within the program as well as meeting the needs of Hidalgo County. Accuracy and completeness are essential. If negotiations proved unsuccessful, the next highest ranked proposer will be contacted. Hidalgo County reserves the right to reject any and all RFPs.

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EXHIBIT B

SELECTION CRITERIA

REQUEST FOR PROPOSALS

HIDALGO COUNTY
"TITLE REPORT SERVICES (POOL)"
(Including all Funding Sources, Programs and Entities)

RFP NO: 2009-032-01-14-OTM

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HIDALGO COUNTY
"TITLE REPORT SERVICES"
RFP NO: 2009-032-01-14 -OTM

EVALUATION CRITERIA

The evaluation criteria will include, but not be limited to, the items listed below:

The RFP shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal with the lowest fees, but shall take into consideration other factors, including past experience, evidence of good organization background, references, ability to provide requested services, and any other factors found necessary for quality services including a presentation of the proposed system. Hidalgo County will evaluate the proposal utilizing the evaluation criteria outlined in Exhibit "B" attached herein. Thereafter, Hidalgo County Commissioners Court will rank and/or award this proposal.

Proposals will be graded on a 100-point system with emphasis on ability to service Hidalgo County including, but not be limited to, the items listed below:

1.	**Responsiveness:** Thoroughness of requested information **Comments/Rationale for Points:**	**10 points**
2.	**Understanding of Project**	**10 points**
3.	**List of references provided**	**10 points**
4.	**Quality and Accuracy of work performed**	**10 points**
5.	**Experience with similar projects**	**10 points**
6.	**Capability to meet schedules and deadlines**	**10 points**
7.	**Current workload and ability to commence various requested projects simultaneously**	**10 points**

8. **Cost Fees.** In considering the proposals, the Hidalgo County reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous, including but not limited to price per parcel and services price per day/hour. **30 points**

TOTAL POINTS 100

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HIDALGO COUNTY
"TITLE REPORT SERVICES"
RFP NO: 2009-032-01-14-OTM

RFP EVALUATION FORM

	Selection Criteria	Range	Point Score
1.	**Responsiveness:** Thoroughness of requested information	**10 points**	_____
	Comments/Rationale for Points:_____		
2.	**Understanding of Project**	**10 points**	_____
	Comments/Rationale for Points:_____		
3.	**List of references provided**	**10 points**	_____
	Comments/Rationale for Points:_____		
4.	**Quality and Accuracy of work performed**	**10 points**	_____
	Comments/Rationale for Points:_____		
5.	**Experience with similar projects**	**10 points**	_____
	Comments/Rationale for Points:_____		
6.	**Capability to meet schedules and deadlines**	**10 points**	_____
	Comments/Rationale for Points:_____		
7.	**Current workload and ability to commence various requested projects simultaneously**	**10 points**	_____
	Comments/Rationale for Points:_____		
8.	**Cost Fees.**	**30 points**	_____
	Comments/Rationale for Points:_____		
	Total	100%	**Score** _____

Provider:_____
Evaluator: _____ Date:_____

AI-12884 **19.A.12.**

Pool of All Proffessional Services -Approval of Requirements and Authority to advertise

CC REGULAR

Date:	12/23/2008
Submitted By:	Moises Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Hidalgo County

Information

CAPTION

Requesting authority to advertise and approval of qualifications, requirements and scopes of services as attached hereto for: "Hidalgo County Pool for Professional Services" for the following:

A. Architectural Services (RFQ No. 2009-027-01-14-LRM)
B. Engineering Services (RFQ No. 2009-028-01-14-MSS)
C. Real Estate Appraisers (RFQ NO. 2009-029-01-14-OTM)
D. Surveyors (RFQ No. 2009-030-01-14-OTM)
E. Construction Materials Testing Services (RFQ No. 2009-031-01-14-YSI)

for selection on an "as needed basis" (through a grading/scoring, ranking, negotiation protocol- as established by CC) per project by Hidalgo County Commissioners Court, Precincts, all County Departments and/or applicable Progams or Agencies requiring said services as set forth.

BACKGROUND

This is a County wide project and funding would need to be available and budgeted by user department. Pool of Professional Services will include all funding sources (i.e. R&B, CIP, CAP, General Fund, All Grants, etc.) from all County Departments, Programs, and Entities. Proposed schedule of events: -Advertisement Dates: Dec. 27, 2008 Jan. 3, 2009 -RFQ due date: Jan. 14, 2009.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-415-18-160-001-0-540

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

BUDGETARY IMPACT:

Funds available as of 12-18-08 $521.37.

Funding would be identified by user departemnt.

Attachments

Link: SPECS APPRAISERS

Link: SPECS SURVEYORS

Link: Constr Materials Testing Requirements

Link: Engineers Pool RFQ Requirements

Link: BACK-UP

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/18/2008 12:10 PM	APRV
2	Budget & Management	Veronica Lopez	12/18/2008 01:33 PM	APRV
3	Veronica Lopez	Veronica Lopez	12/18/2008 03:37 PM	APRV
4	Auditor's Office		12/19/2008 05:13 PM	NEW

Form Started By: Moises Salazar

Started On: 12/17/2008 08:25 AM

Final Approval Date: 12/19/2008

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EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS

REAL ESTATE APPRAISERS
(Including all Funding Sources, Programs and Entities)

RFQ No: 2009-029-01-14-otm

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The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Real Estate Appraisers (firms) in order to establish a pre-qualified pool on an "AS NEEDED BASIS" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements.

Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Appraisers will be for a period ending February 8, 2010.

The Hidalgo County Purchasing Department will receive sealed envelopes containing statements of qualifications for the provision of "REAL ESTATE APPRAISERS -HIDALGO COUNTY" (Including all Funding Sources, Programs and Entities) as specified herein. Statements of qualifications will be accepted until 9:30 A.M., Wednesday, JANUARY 14, 2009 . ANY RFQ RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO: RFQ NO. 2009-029-01-14-otm - "REAL ESTATE APPRAISERS - HIDALGO COUNTY".

Deliver Submittal to:

RFQ Number: 2009-029-01-14-otm

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

US Postal Mail/Courier Address
2812 S. Business Hwy. 281
Hidalgo County New Administration Bldg.
Edinburg, Texas 78539

Physical Location
2802 S. Business Hwy. 281
Hidalgo County New Administration Bldg.
(Southeast of Canton Rd. & Business 281)
Edinburg, Texas 78539

The Submittal Envelope Must Show the RFQ Number, Name and Acceptance Date.

The following outlines the Request For Qualifications:

SECTION I GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that statements of qualifications be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail/Courier Address
2812 S. Business Hwy. 281
Hidalgo County New Administration Bldg.
Edinburg, Texas 78539

Physical Location
2802 S. Business Hwy. 281
Hidalgo County New Administration Bldg.
(Southeast of Canton Rd. & Business 281)
Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN Wednesday, JANUARY 07, 2009, at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, JANUARY 09, 2009.

TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

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DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT: Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit "D") certifying that the submissions is (1) not the result of Collusion as described in the Proposer's Affidavit; (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit; or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION: Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQS: Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT: Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS: It is the responsibility of the submitter to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or request for qualifications procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

RFQ DELIVERY: Hidalgo County requires submitters, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

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SIGNING OF QUALIFICATIONS: In order to be considered all submittals must be signed. Please sign the original in blue ink.

WAIVING OF INFORMALITIES: Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:
The pool term is for a period ending February 8, 2010, or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT: All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

SECTION II RFQ REQUIREMENTS

Request For Qualifications: The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of **one (1) original and seven (7) copies** of the RFQ shall be submitted to the address on the cover letter.

Understanding of Project: This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues of concerns. This description should be concise, candid, and limited to 3 pages in length.

Firm Qualifications: The County of Hidalgo is seeking to contract with a competent Appraisal firm(s), registered and licensed to practice in the State of Texas, that has/have had experience in, but not limited to, the following areas:

A. Scope of Appraisal Services:

1. Property appraisals will be based on "Fair Market Value" unless otherwise specified or requested. Two copies of the appraisal report shall be bound, clearly labeled and signed by the primary certified appraiser and any other certified appraiser and / or licensed trainee which aided in the process. Four additional copies will be furnished.

2. All photographs used within the report must be originals. No digital photos shall be used for subject property. Digital photos shall only be used comparable sales. All adjustments to any comparable sales must be clearly explained in a narrative format. All comparable sales must be with a two year time frame. If any sales which have occurred prior to the two year limit, they just be clearly explained and added to the conventional three comparable sales typically used in the appraisal process.

3. Current location maps of the subject property including, area regional, plat and flood maps must be included and clearly labeled for the subject property.

4. All reports shall be a "Self Contained Narrative Report" unless otherwise requested and shall follow the 1999 Uniform Standard of Professional Appraisal Practice (USPAP) rules and regulations. Each appraisal report must be physically inspected, photographed, and personally

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signed by the primary-general certified appraiser of the firm. Appraiser trainees may aid in the collection of the information, however, all analysis and conclusion must be performed by the primary - general certified appraiser.

5. Appraisal reports are due within four weeks of request (20 business days) and receipt of a fully executed purchase order.

Additionally, this section should include, but not restricted to the following information:

A. Firm name, address, phone number and person to contact regarding the Statement of Qualification.

B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:

1. Copy of current license certification with the state seal
2. History certification from the Texas Appraiser Licensing & Certification Board.
3. General list of property types appraised within the past year.

C. List of State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

D. Ability to commence services immediately after successfully negotiating a contract for services.

E. Familiarity with the geographical area.

F. Statement regarding an Affirmative Action Program.

G. Minimum of $1,000,000.00 Professional liability, errors and omissions, insurance.

PERSONNEL AND STAFFING:
The firm should provide an organizational chart for the project and the summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:
This section will contain any licenses, certifications and assurance as required by the FEDERAL HIGHWAY ADMINISTRATION, the STATE OF TEXAS, HIDALGO COUNTY, LOCAL MUNICIPALITIES, etc. The Appraisers should include copies of their Professional Liability Insurance.

PROPOSERS ARE NOT TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL: The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001), et seq. Once selected, proposer is to provide a fee proposal for the following scope of work.

NUMBER OF COPIES TO BE SUBMITTED: Hidalgo County requires **one (1) original submittal and seven (7) copies.**

SELECTION /EVALUATION PROCESS:

The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioners' Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form".

The respondent's Statement of Qualifications will be evaluated based on the criteria presented below.

1. Responsiveness:

   A. Requested Information
   B. Thoroughness
   C. Understanding of Project
   D. List of references provided
   E. Clarity - Brevity
   F. Degree of Interest

2. Firm Capabilities:

   A. Background
   B. Relevant experience
   C. Experience with similar projects
   D. Knowledge of area
   E. Timeliness of schedule
   F. Quality services previously provided to Hidalgo County
   G. Current workload
   H. Ability to commence various re-quested projects simultaneously
   I. Completion of projects within budgets

3. Staffing:

   A. Required discipline skills
   B. Key personnel
   C. Qualifications of personnel

4. Equal Opportunity Employer

5. Meets minimum Hidalgo County Insurance Requirements

STATEMENT OF QUALIFICATIONS RANKING:

Department Committees will evaluate and rank the written RFQs on a per project basis upon approval of Roster by Hidalgo County Commissioners' Court. After the RFQs have been ranked, the department will make a recommendation to Hidalgo County Commissioners' Court.

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Negotiation Process: If negotiations prove unsuccessful, the next highest ranked firm will be contacted. The County of Hidalgo reserves the right to reject any and all RFQs.

RFQ SUBMITTED TO: **An original and seven (7) copies** of RFQs should be submitted to:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

US Postal Mail/Courier Address
2812 S. Business Hwy. 281
Hidalgo County New Administration Bldg.
Edinburg, Texas 78539

Physical Location
2802 S. Business Hwy. 281
Hidalgo County New Administration Bldg.
(Southeast of Canton Rd. & Business 281)
Edinburg, Texas 78539

RFQs must be submitted by no later than 9:30 a.m. on Wednesday, JANUARY 14, 2009.

All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

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EXHIBIT B
SELECTION CRITERIA

HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS

EXPANSION OF
APPRAISING SERVICES

RFQ No. 2009-029-01-14-otm

EVALUATION CRITERIA GUIDELINES DRAFT

RFQ Evaluation & Scoring Criteria

The respondent's Statement of Qualifications will be evaluated based on the criteria presented below.

1. Responsiveness: Total Points Possible 30 points

   A. Requested Information
   B. Thoroughness
   C. Understanding of Project
   D. List of references provided
   E. Clarity - Brevity
   F. Degree of Interest

2. Firm Capabilities: Total Points Possible 45 Points

   A. Background
   B. Relevant experience
   C. Experience with similar projects
   D. Knowledge of area
   E. Timeliness of schedule
   F. Quality services previously provided to Hidalgo County
   G. Current workload
   H. Ability to commence various re-quested projects simultaneously
   I. Completion of projects within budgets

3. Staffing: Total Points Possible 15 Points

   A. Required discipline skills
   B. Key personnel
   C. Qualifications of personnel

4. Equal Opportunity Employer Total Points Possible 05 Points

5. Meets minimum Hidalgo County Insurance Requirements Total Points Possible 05 Points

Grand Total 100 Points

DRAFT

Real Estate Appraisers - Hidalgo County
RFQ No. 2009-029-01-14-otm

RFQ EVALUATION FORM

Selection Criteria	Points	Score
1. Responsiveness:	30	_____
2. Firm Capabilities:	45	_____
3. Staffing:	15	_____
4. Equal Opportunity Employer	05	_____
5. Meets minimum Hidalgo County Insurance Requirements	05	_____

Comments/Rationale For Points: _____

Comments/Rationale For Points: _____

Comments/Rationale For Points: _____

Comments/Rationale For Points: _____

Comments/Rationale For Points: _____

Total Score _____

Provider: _____
Evaluator: _____ **Date:** _____

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EXHIBIT A

REQUIREMENTS

REQUEST FOR QUALIFICATIONS

REAL ESTATE SURVEYORS-
HIDALGO COUNTY
(Including all Funding Sources, Programs and Entities)

RFQ No: 2003-030-01-14-otm

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Real Estate Surveyors (firms) in order to establish a pre-qualified pool on an "AS NEEDED BASIS" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements.

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Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the expansion of the pre-qualified pool of Surveyors will be for a period ending February 8, 2010.

The Hidalgo County Purchasing Department will receive sealed envelopes containing statements of qualifications for the provision of "REAL ESTATE SURVEYORS-HIDALGO COUNTY" (Including all Funding Sources, Programs and Entities) as specified herein. Statements of qualifications will be accepted until 9:30 A.M., Wednesday, JANUARY 14, 2008 . ANY RFQ RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO: RFQ NO. 2008-030-01-14-otm - "REAL ESTATE SURVEYORS - HIDALGO COUNTY".

Deliver Submittal to:

RFQ Number: 2009-030-01-14-otm

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

US Postal Mail/Courier Address
2812 S. Business Hwy. 281
Hidalgo County New Administration Bldg.
Edinburg, Texas 78539

Physical Location
2802 S. Business Hwy. 281
Hidalgo County New Administration Bldg.
(Southeast of Canton Rd. & Business 281)
Edinburg, Texas 78539

The Submittal Envelope Must Show the RFQ Number, Name and Acceptance Date.

The following outlines the Request For Qualifications:

SECTION I GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that statements of qualifications be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail/Courier Address
2812 S. Business Hwy. 281
Hidalgo County New Administration Bldg.
Edinburg, Texas 78539

Physical Location
2802 S. Business Hwy. 281
Hidalgo County New Administration Bldg.
(Southeast of Canton Rd. & Business 281)
Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN Wednesday, JANUARY 07, 2009, at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, JANAURY 09, 2008.

TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

DISCLOSURE OF CONFLICT OF INTEREST: DRAFT

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT: Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit "D") certifying that the submissions is (1) not the result of Collusion as described in the Proposer's Affidavit; (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit; or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION: Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQS: Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT: Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS: It is the responsibility of the submitter to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or request for qualifications procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

RFQ DELIVERY: Hidalgo County requires submitters, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

SIGNING OF QUALIFICATIONS: In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES: Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:
The pool term is for a period ending February 8, 2010, or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT: All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

SECTION II RFQ REQUIREMENTS

Request For Qualifications: The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of **one (1) original and seven (7) copies** of the RFQ shall be submitted to the address on the cover letter.

Understanding of Project: This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues of concerns. This description should be concise, candid, and limited to 3 pages in length.

Firm Qualifications: The County of Hidalgo is seeking to contract with a competent Surveying firm(s), registered and licensed to practice in the State of Texas, that has/have had experience in, but not limited to, the following areas:

A. Scope of Surveying Services:

1. Property surveys, including a legal description with the preparation of six (6) hard copies.
2. Topographical survey, including establishment of survey bench mark.
3. Survey alignments for roadways and/or utilities including the establishment of right-of-ways, easements, baselines and legal descriptions.
4. Local Registered Professional Licensed Surveyor to verify all information and certify all required hard copies.
5. All survey reports are due within four weeks of request (20 business days) and receipt of a fully executed purchase order.

Additional, this section should include, but not limited to the following information:

A. Firm name, address, phone number and person to contact regarding the Statement of Qualification.

B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities.

DRAFT

C. List of in State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

D. Ability to commence services immediately after successfully negotiating a contract for services.

E. Familiarity with the geographical area.

F. Statement regarding an Affirmative Action Program.

G. Minimum of $1,000.000.00 Professional liability, errors and omissions, insurance.

PERSONNEL AND STAFFING:
The firm should provide an organizational chart for the project and the summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:
This section will contain any licenses, certifications and assurance as required by the FEDERAL HIGHWAY ADMINISTRATION, the STATE OF TEXAS, HIDALGO COUNTY, LOCAL MUNICIPALITIES, etc. The Surveyors should include copies of their Professional Liability Insurance.

PROPOSERS ARE NOT TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL: The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001), et seq. Once selected, proposer is to provide a fee proposal for the following scope of work.

NUMBER OF COPIES TO BE SUBMITTED: Hidalgo County requires **one (1) original submittal and seven (7) copies.**

SECTION III SELECTION / EVALUATIONS

SELECTION /EVALUATION PROCESS:
The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioners' Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form".

The respondent's Statement of Qualifications will be evaluated based on the criteria presented below.

1. Responsiveness:

   A. Requested Information
   B. Thoroughness
   C. Understanding of Project
   D. List of references provided
   E. Clarity - Brevity
   F. Degree of Interest

DRAFT

2. Firm Capabilities:

   A. Background
   B. Relevant experience
   C. Experience with similar projects
   D. Knowledge of area
   E. Timeliness of schedule
   F. Quality services previously provided to Hidalgo County
   G. Current workload
   H. Ability to commence various re-quested projects simultaneously
   I. Completion of projects within budgets

3. Staffing:

   A. Required discipline skills
   B. Key personnel
   C. Qualifications of personnel

4. Equal Opportunity Employer

5. Meets minimum Hidalgo County Insurance Requirements

STATEMENT OF QUALIFICATIONS RANKING:
Department Committees will evaluate and rank the written RFQs on a per project basis upon approval of Roster by Hidalgo County Commissioners' Court. After the RFQs have been ranked, the department will make a recommendation to Hidalgo County Commissioners' Court.

Negotiation Process: If negotiations prove unsuccessful, the next highest ranked firm will be contacted. The County of Hidalgo reserves the right to reject any and all RFQs.

RFQ SUBMITTED TO: **An original and seven (7) copies** of RFQs should be submitted to:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

US Postal Mail/Courier Address
2812 S. Business Hwy. 281
Hidalgo County New Administration Bldg.
Edinburg, Texas 78539

Physical Location
2802 S. Business Hwy. 281
Hidalgo County New Administration Bldg.
(Southeast of Canton Rd. & Business 281)
Edinburg, Texas 78539

RFQs must be submitted by **no later than 9:30 a.m. on Wednesday, JANUARY 14, 2009.**

All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

DRAFT

EXHIBIT B
SELECTION CRITERIA

HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS

SURVEYOR SERVICES-HIDALGO COUNTY

RFQ No. 2009-030-01-14-otm

EVALUATION CRITERIA GUIDELINES

DRAFT

RFQ Evaluation & Scoring Criteria

The respondent's Statement of Qualifications will be evaluated based on the criteria presented below.

1. Responsiveness: Total Points Possible 30 points

   A. Requested Information
   B. Thoroughness
   C. Understanding of Project
   D. List of references provided
   E. Clarity - Brevity
   F. Degree of Interest

2. Firm Capabilities: Total Points Possible 45 Points

   A. Background
   B. Relevant experience
   C. Experience with similar projects
   D. Knowledge of area
   E. Timeliness of schedule
   F. Quality services previously provided to Hidalgo County
   G. Current workload
   H. Ability to commence various re-quested projects simultaneously
   I. Completion of projects within budgets

3. Staffing: Total Points Possible 15 Points

   A. Required discipline skills
   B. Key personnel
   C. Qualifications of personnel

4. Equal Opportunity Employer Total Points Possible 05 Points

5. Meets minimum Hidalgo County Insurance Requirements Total Points Possible 05 Points

Grand Total 100 Points

DRAFT

Hidalgo County
Real Estate Surveyors
RFQ No. 2009-030-01-14-otm

RFQ EVALUATION FORM

Selection Criteria	Points	Score
1. Responsiveness:	30	_____
2. Firm Capabilities:	45	_____
3. Staffing:	15	_____
4. Equal Opportunity Employer	05	_____
5. Meets minimum Hidalgo County Insurance Requirements	05	_____

Comments/Rationale For Points: _____

_____

_____

Comments/Rationale For Points: _____

_____

_____

Comments/Rationale For Points: _____

_____

_____

Comments/Rationale For Points: _____

_____

_____

Comments/Rationale For Points: _____

_____

_____

Total Score _____

Provider: _____

Evaluator: _____ **Date:** _____

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY

(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

REQUEST FOR QUALIFICATIONS

"CONSTRUCTION MATERIALS TESTING"

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas Professional Independent Testing Laboratories in order to establish a pre-qualified pool of Independent Testing Laboratories on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Independent Testing Laboratories will be for a period of One (1) Year The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"Hidalgo County-Construction Materials Testing"** (including all funding sources, Programs, and Entities)-**Request For Qualifications"** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, January 14, 2009 ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFQ Number: 09-031-01-14-YSI

US Postal Mail Address:	Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

The Submittal Envelope Must Show The RFQ Number, Name And Opening Date.

The following outlines the Request For Qualifications:

SECTION I - GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that statements of qualifications be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:	Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN Wednesday, January 07, 2009 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, January 09, 2009. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit D) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
t is the responsibility of the submitter to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or request for qualifications procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

RFQ DELIVERY:
Hidalgo County requires submitters, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

SIGNING OF QUALIFICATIONS:
In order to be considered, all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:
The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

SECTION II - RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of **one (1) original and seven (7) copies** of the RFQ shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with a competent independent material testing laboratory, registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

Roadway Material Production and Construction Inspection Testing
Inspection of Hot Mix and Concrete Plants
Drilling and Logging of Soil Borings
Acquisition and Testing of Samples of Existing Soils for the Planning, Design and Construction of Transporting Facilities
Roadway Construction Project located in Hidalgo County
TxDOT Certification

Additionally, this section should include a description of the firm's project personnel and their most recent similar projects. **A list of ongoing projects similar in scope under TxDOT procurement basis shall be included in a appendix.** For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to five (5) pages.

PERSONNEL AND STAFFING:
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:
This section will contain any licenses and certifications as required by HIDALGO COUNTY, the STATE OF TEXAS, TxDOT, etc. The independent Testing Laboratories should add copies of their Professional Liability Insurance.

SCOPE OF SERVICES:
The construction materials testing services contract will encompass all project-related testing services to the County of Hidalgo including, but not limited to, the following:

Hidalgo County is inviting qualifications from qualified Independent Testing Laboratories to provide construction materials testing services for the "Projects". **Name additional testing services that are sublet to other consulting firms.**

Minimum Qualifications for Independent Testing Laboratories include, but may not be limited to the following:

a. Ability to perform Geotechnical Testing/ Investigation/ Drilling
b. Ability to perform Environmental Services

c. Ability to perform Soil Density Testing
d. Ability to perform Surveying and Sampling Soils
e. Ability to perform Materials Testing (Asphaltic and Concrete)
f. Ability to perform Material Testing and Laboratory Analysis
g. Ability to perform Hot Mix Plant Inspections and Testing
h. Ability to perform Transportation Foundation Studies
i. Ability to perform Building Foundation Studies
j. Ability to perform Professional Liability Insurance for $1 Million Dollars without limiting liability to Professional Fees
k. Average response time from your office to the job site

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL: The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq. Once selected, proposer is to provide a fee proposal for the following scope of work.

NUMBER OF COPIES TO BE SUBMITTED: Hidalgo County requires **one (1) original submittal and seven (7) copies**.

PART III - SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:
The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. **STAFFING OF PROJECT TEAM**
   The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing similar contracts for counties, cities, irrigation districts, TX DOT or other clients as stated in the Request For Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix. **Indicate the number of engineers on your staff. A list of ongoing project similar in scope under TxDot procurement basis shall be included in an appendix.**

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES**
   The provider shall designate experienced independent testing laboratory staff to completely and efficiently perform the work. The designated individuals (Project Manager and Key Personnel) may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub providers, if any, will fit into the management structure. Resumes of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this selection,

outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. **METHODOLOGY**

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS**

The proposal shall include the following:

* demonstrate an understanding of the scope of services
* address appropriate Federal/State/Local regulations and policies
* identify information to be gathered or obtained

The firms should provide as much background information as to it's experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

STATEMENTS OF QUALIFICATIONS RANKING:
Departmental Committees will evaluate and rank the written RFQs on a per project basis upon approval of Roster by Hidalgo County Commissioners Court. After the RFQs have been ranked, the department will make a recommendation to the Hidalgo County Commissioners' Court.

NEGOTIATION PROCESS:
If negotiations prove unsuccessful, the next highest ranked firm will be contacted. The County of Hidalgo reserves the right to reject any and all RFQs.

RFQ SUBMITTED TO: An original and seven (7) copies of RFQs should be submitted to:

US Postal Mail Address:	Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

RFQs must be submitted by **no later than 9:30 a.m. on Wednesday, January 14, 2009.** All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

EXHIBIT B

EVALUATION CRITERIA

HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS

"CONSTRUCTION MATERIALS TESTING"

EVALUATION CRITERIA

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. STAFFING OF PROJECT TEAM (25)

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing similar contracts for counties, cities, irrigation districts, TX DOT or other clients as stated in the Request For Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (25)

The provider shall designate experienced engineering staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person. must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. METHODOLOGY (25)

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25)

The proposal shall include the following:

* demonstrate an understanding of the scope of services
* address appropriate Federal/State/Local regulations and policies
* identify information to be gathered or obtained

The firms should provide as much background information as to it's experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

HIDALGO COUNTY
"CONSTRUCTION TESTING MATERIALS"
RFQ No. 2009-031-01-14-YSI

RFQ EVALUATION FORM

Selection Criteria	**Points**	**Score**
1. Staffing of Project Team	25	_____
Comments/Rationale For Points: _____		
2. Experience of Project Team/Ability to Commit Resources	25	_____
Comments/Rationale For Points: _____		
3. Methodology	25	_____
Comments/Rationale For Points: _____		
4. Understanding of Project/Similar Projects	25	_____
Comments/Rationale For Points: _____		

Total Score _____

Provider: _____

Evaluator: _____ Date: _____

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY

(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

REQUEST FOR QUALIFICATIONS

ENGINEERING SERVICES

2009-028-01-14-MSS

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Professional Engineering firms in order to establish a pre-qualified pool of Engineers on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Engineers will be for a period of One (1) Year The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"Engineering Services-Hidalgo County** (including all funding sources, Programs, and Entities)**-Request For Qualifications "** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, January 14, 2009. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFQ Number: 2009-028-01-14-MSS

US Postal Mail Address:	Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

The Submittal Envelope Must Show The RFQ Number, Name And Opening Date.

The following outlines the Request For Qualifications:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that statements of qualifications be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:	Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN Wednesday, January 7, 2009 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, January 9, 2009. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**.

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:

Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit D) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's:

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or request for qualifications procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

RFQ DELIVERY:
Hidalgo County requires submitters, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

SIGNING OF QUALIFICATIONS:
In order to be considered, all submittals **must** be signed. **Please sign the original in blue ink**.

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:
The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

SECTION II -RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of **one (1) original and seven (7) copies** of the RFQ shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with a competent engineering firm(s), registered and licensed to practice in the State of Texas, that has had experience in, but not limited to, the following areas:

- Roadway, Bridge and General Design and Construction
- Federal, State and County-funded construction projects
- Solid Waste related projects
- Geotechnical Engineering Projects
- Mechanical Engineering Projects

Additionally, this section should include a description of the firm's project personnel and their most recent (and varied) projects. For each project, a client contact name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages.

What does your firm specialize in?

Minimum experience: Years? _____ Projects?

PERSONNEL AND STAFFING:
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:
This section will contain any licenses, certifications and assurance as required by the FEDERAL HIGHWAY ADMINISTATION, the STATE OF TEXAS, HIDALGO COUNTY, LOCAL MUNICIPALITIES, etc. The engineering firm(s) should include copies of their Professional Liability Insurance.

SCOPE OF SERVICES:
The engineering services contract will encompass all project-related engineering services to the County of Hidalgo including, but not limited to, the following:

A.

- Route and Design Studies
- Social, Economic, Environmental Studies and Public Involvement
- Right of Way Maps and Data
- Utility Adjustments
- Surveying
- Pre-Design

B.

- Roadway Design
- Drainage Design
- Solid Waste
- Signing, Markings and Signalization
- Traffic Control Plans
- Bridge Design
- Plans and Specifications
- Bid Preparation

C.

- Building Design
- Plans, Drawings and Specifications

C Bid Package Preparation

D.

C Construction Contract Management

C Conduct Construction Materials Engineering and Testing Services

C Design for New Construction

C Design for Alterations/Renovations

C Needs Assessment

C ADA Compliance

C Code Analysis

C Cost Estimating

E.

C Soil/Rock and Foundation Studies

C Excavations and Trenches

C Dams and Cut or Filled Slopes

C Pavements

C Water and Waste Retention/Disposal

C Specialized Testing and Instrumentation

Other Engineering Services include:
Project Development Management, Facility Analysis & Master Planning, Site Planning & Analysis, Roof Design, Parking Design, Security Design, Energy Conservation, Ventilation Design, Acoustical Design, Asbestos Abatement Monitoring, etc.

Additionally, this section should include, but not restricted to the following information:

A. Firm name, address, phone number and person(s) to contact regarding the Statement of Qualifications.

B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:

1. Copy of current license certification with state seal
2. History of engineering certification from the State of Texas.
3. List of projects related to the subject areas within the past year.

C. List of in-State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

D. Ability to commence services immediately after successfully negotiating a contract for services.

E. Familiarity with the geographical area.

F. Statement regarding an Affirmative Action Program.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL: The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq. Once selected, proposer is to provide a fee proposal for the following scope of work.

NUMBER OF COPIES TO BE SUBMITTED: Hidalgo County requires **one (1) original submittal and seven (7) copies**.

PART III -SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:

The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. **STAFFING OF PROJECT TEAM**

   The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing similar contracts for counties, cities, irrigation districts, TX DOT or other clients as stated in the Request For Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES**

   The provider shall designate experienced engineering staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person. must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. **METHODOLOGY**

   The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS**

   The proposal shall include the following:

   * demonstrate an understanding of the scope of services
   * address appropriate Federal/State/Local regulations and policies
   * identify information to be gathered or obtained

   The firms should provide as much background information as to it's experience in providing similar services to State, City, County or any other governmental agencies.

Reference information should be as current as possible, especially contact persons and telephone numbers.

5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS**
   The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

STATEMENTS OF QUALIFICATIONS RANKING:
Departmental Committees will evaluate and rank the written RFQs on a per project basis upon approval of Roster by Hidalgo County Commissioners Court. After the RFQs have been ranked, the department will make a recommendation to the Hidalgo County Commissioners' Court.

NEGOTIATION PROCESS:
If negotiations prove unsuccessful, the next highest ranked firm will be contacted. The County of Hidalgo reserves the right to reject any and all RFQs.

RFQ SUBMITTED TO: An original and seven (7) copies of RFQs should be submitted to:

US Postal Mail Address:	Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

RFQs must be submitted by **no later than 9:30 a.m. on Wednesday, January 14, 2009.**
All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

EXHIBIT B

EVALUATION CRITERIA

HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS

ENGINEERING SERVICES

2009-028-01-14-MSS

EVALUATION CRITERIA

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. STAFFING OF PROJECT TEAM (20)

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing similar contracts for counties, cities, irrigation districts, TX DOT or other clients as stated in the Request For Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (25)

The provider shall designate experienced engineering staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person. must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. METHODOLOGY (20)

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25)

The proposal shall include the following:
* demonstrate an understanding of the scope of services
* address appropriate Federal/State/Local regulations and policies
* identify information to be gathered or obtained

The firms should provide as much background information as to it's experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10)

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

HIDALGO COUNTY
ENGINEERING SERVICES
RFQ No. 2008-028-01-14-MSS

RFQ EVALUATION FORM

Selection Criteria	**Points**	**Score**
1. Professional Qualifications of Team	20	_____
Comments/Rationale For Points: _____		
2. Experience of Project Team	25	_____
Comments/Rationale For Points: _____		
3. Experience/Availability of Project Manager	20	_____
Comments/Rationale For Points: _____		
4. Understanding of Project	25	_____
Comments/Rationale For Points: _____		
5. Familiarity with Applicable Rules and Regulations	10	_____
Comments/Rationale For Points: _____		
Total Score		_____

Provider: _____

Evaluator: _____ Date: _____

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY

(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

REQUEST FOR QUALIFICATIONS

ARCHITECTURAL SERVICES

RFQ No. 2009-027-01-14-LRM

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Professional Architectural firms in order to establish a pre-qualified pool of Architects on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Architects will be for a period of One (1) Year The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"Architectural Services-Hidalgo County** (including all funding sources, Programs, and Entities)**-Request For Qualifications "** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, January 16 , 2008. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFQ Number: 2009-027-01-14-LRM

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

The Submittal Envelope/Packet Must Show The RFQ Number, Name And Opening Date.

The following outlines the Request For Qualifications:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that statements of qualifications be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED via facsimile to (956)292-7612 or via e-mail

to laura.moya@co.hidalgo.tx.us **BY NO LATER THAN** Wednesday, January 9, 2008 at 5:00 p.m. Responses will be sent to all applicants by Friday, January 11, 2008. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT: Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit D) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION: Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's: Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance

with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT: Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS: It is the responsibility of the submitter to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or request for qualifications procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

RFQ DELIVERY: Hidalgo County requires submitters, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

SIGNING OF QUALIFICATIONS: In order to be considered, all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES: Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:
The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT: All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

SECTION II -RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS: The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of **one (1) original and seven (7) copies** of the RFQ shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT: This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns.

This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS: The County of Hidalgo is seeking to contract with a competent architectural firm(s), registered and licensed to practice in the State of Texas, that has had experience in, but not limited to, the following areas:

- General Design and Construction
- Federal, State and County-funded construction projects
- Projects located in this general region of the state

Additionally, this section should include a description of the firm's project personnel and their most recent (and varied) projects. For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages.

PERSONNEL AND STAFFING: The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL: This section will contain any licenses and certifications as required by HIDALGO COUNTY, the AMERICAN INSTITUTE OF ARCHITECTS, etc. The architectural firm(s) should add copies of their current insurance.

SCOPE OF SERVICES: The architectural services contract will encompass all project-related architectural services to the County of Hidalgo including, but not limited to, the following:

A.
- Building Design
- Plans, drawings and specifications
- Preparation of the Bid Packet

B.
- Construction Contract Management
- Conduct all Field Testing and Inspections
- Design for New Construction
- Design for Alterations/Renovations
- Needs Assessment
- ADA Compliance
- Code Analysis
- Cost Estimating

Additionally, this section should include, but not be restricted to the following information:

A. Firm name, address, phone number and person to contact regarding the Statement of Qualification.

B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:

1. Copy of current license certification with state seal
2. History of architectural certification from the Texas Board of Architectural Examiners.
3. General list of construction projects within the past year.

C. List of in-State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

D. Ability to commence services immediately after successfully negotiating a contract for services.

E. Familiarity with the geographical area.

F. Statement regarding an Affirmative Action Program.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL: The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq. Once selected, proposer is to provide a fee proposal for the following scope of work.

NUMBER OF COPIES TO BE SUBMITTED: Hidalgo County requires **one (1) original submittal and seven (7) copies**.

PART III -SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:
The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. Professional Qualifications of Team (20)

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that

demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing various types of contracts for counties, cities, or other clients as stated in the Request For Qualifications (RFQ). Varied experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

Minimum Qualifications - One (1) A.I.A. with educational background or strong experience in, but not limited to, General Building Design and Construction; structural planning and design; needs assessment; interior design; etc..

Preferred Qualifications - One (1) A.I.A. with educational background and strong experience in, but not limited to, General Building Design and Construction; structural design; needs assessment; interior design; etc., who has designed and constructed various projects in the area.

2. Experience of Project Team/Ability to Commit Resources (25)

In addition to the Project Manager and the Professional Team Member(s), the provider shall designate experienced technical staff to completely and efficiently perform the work, either through their own personnel, sub-providers or commitment to hire additional staff. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers will fit into the management structure. Resumés of the key technical staff members, limited to two (2) pages per person, must be included in an appendix, as well as narrative descriptions of various projects proposed as similar work experience.

Minimum Qualifications - One technical staff member shall have five (5) years experience working on various projects.

Preferred Qualifications - One technical staff member shall have ten (10) years experience working on various projects in the area.

3. Experience/Availability of Project Manager (20)

The Project Manager must be an AIA, have adequate experience in managing varied projects of a similar nature and scope and shall be a professional Architect registered in the State of Texas, the project manager's resumé must be included in an appendix. Scope of relative projects must be included as well.

In the following criteria for minimum and preferred qualifications, one year, two years, etc. experience need not consist of continuous work but may be made up of discontinuous periods of full-time work adding up to the equivalent years of full-time experience.

Minimum Qualifications - The project manager must have managed two (2) different

types of projects and must be personally involved with 50% of the technical development of the projects.

Preferred Qualifications - The project manager must have managed five (5) different types of projects; plus be 85-100% personally involved with the technical development of the projects.

4. Understanding of Project (25)

The proposal shall include the following:

* demonstrate an understanding of the scope of services
* address appropriate Federal/State/Local regulations and policies
* identify information to be gathered or obtained

Minimum Qualifications - The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc..

Preferred Qualifications - The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

5. Familiarity with Applicable Rules and Regulations (10)

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

Minimum Qualifications - The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications - Suitable examples of previous projects completed in the area by the Project Manager, in addition to the minimum qualifications.

STATEMENTS OF QUALIFICATIONS RANKING: Departmental Committees will evaluate and rank the written RFQs on a per project basis upon approval of Roster by Hidalgo County Commissioners Court. After the RFQs have been ranked, the department will make a recommendation to the Hidalgo County Commissioners' Court.

NEGOTIATION PROCESS: If negotiations prove unsuccessful, the next highest ranked firm will be contacted. The County of Hidalgo reserves the right to reject any and all RFQs.

RFQ SUBMITTED TO: An original and seven (7) copies of RFQs should be submitted to:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

RFQs must be submitted by **no later than 9:30 a.m. on Wednesday, JANUARY 14, 2009**.

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

EXHIBIT B
SELECTION CRITERIA

HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS

ARCHITECTURAL SERVICES

(Including all funding sources, Programs, and Entities)

RFQ No. 2009-024-01-14-LRM

EXHIBI

EVALUATION CRITERIA

RFQ No. 2009-024-01-14-LRM

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. Professional Qualifications of Team (20)

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing various types of contracts for counties, cities, or other clients as stated in the Request For Qualifications (RFQ). Varied experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

Minimum Qualifications - One (1) A.I.A. with educational background or strong experience in, but not limited to, General Building Design and Construction; structural planning and design; needs assessment; interior design; etc..

Preferred Qualifications - One (1) A.I.A. with educational background and strong experience in, but not limited to, General Building Design and Construction; structural design; needs assessment; interior design; etc., who has designed and constructed various projects in the area.

2. Experience of Project Team/Ability to Commit Resources (25)

In addition to the Project Manager and the Professional Team Member(s), the provider shall designate experienced technical staff to completely and efficiently perform the work, either through their own personnel, sub-providers or commitment to hire additional staff. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers will fit into the management structure. Resumés of the key technical staff members, limited to two (2) pages per person. must be included in an appendix, as well as narrative descriptions of various projects proposed as similar work experience.

Minimum Qualifications - One technical staff member shall have five (5) years experience working on various projects.

Preferred Qualifications - One technical staff member shall have ten (10) years experience working on various projects in the area.

3. Experience/Availability of Project Manager (20)

The Project Manager must be an AIA, have adequate experience in managing varied projects of a similar nature and scope and shall be a professional Architect registered in the State of Texas, the project manager's resumé must be included in an appendix. Scope of relative projects must be included as well.

In the following criteria for minimum and preferred qualifications, one year, two years, etc. experience need not consist of continuous work but may be made up of discontinuous periods of full-time work adding up to the equivalent years of full-time experience.

Minimum Qualifications - The project manager must have managed two (2) different types of projects and must be personally involved with 50% of the technical development of the projects.

Preferred Qualifications - The project manager must have managed five (5) different types of projects; plus be 85-100% personally involved with the technical development of the projects.

4. Understanding of Project (25)

The proposal shall include the following:

* demonstrate an understanding of the scope of services
* address appropriate Federal/State/Local regulations and policies
* identify information to be gathered or obtained

Minimum Qualifications - The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc..

Preferred Qualifications - The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

5. Familiarity with Applicable Rules and Regulations (10)

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

Minimum Qualifications - The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications - Suitable examples of previous projects completed in the area by the Project Manager, in addition to the minimum qualifications.

Hidalgo County
ARCHITECTURAL SERVICES
RFQ No. 2009-024-01-14-LRM

RFQ EVALUATION FORM

Selection Criteria	Points	Score
1. Professional Qualifications of Team	20	
Comments/Rationale For Points:		
2. Experience of Project Team	25	
Comments/Rationale For Points:		
3. Experience/Availability of Project Manager	20	
Comments/Rationale For Points:		
4. Understanding of Project	25	
Comments/Rationale For Points:		
5. Familiarity with Applicable Rules and Regulations	10	
Comments/Rationale For Points:		
Total Score		

Provider: _____

Evaluator: _____ Date: _____

AI-12870 **19.A.13.**

Renewals/Extensions

CC REGULAR

Date:	12/23/2008
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Requesting authority for Hidalgo County to exercise option to utilize the one (1) year extension term as provided in current contract for the following contracts , under the same rates, terms and conditions.

A. C-07-115-12-11-Countywide Mailing Services-Upper Valley Mail Services, L.L.P.
B. C-07-123-12-18-Photo Processing-Hidalgo County-Trevino's Photo Center
C. C-07-219-06-25-Drug and Alcohol Testing Services-Hidalgo County-N.T.C. Drug Testing Services

BACKGROUND

Emailed "Renewal/Extension Notice" to Trevino's Photo Center for acknowledgment but has not responded back to my request. Several calls were made as a reminder to remit their acknowledgement but have not been successful in retreiving the information. This notice is just to inform the vendor of the direction being taken by CC in utilizing the option to renew/extend as described in the specifications of the project.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-419-60-115-026-0-350

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

BUDGETARY IMPACT:

2008 adjusted budget is $46,100.00; assuming similiar budget in 2009; monies should be available for expenditures.

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-419-50-115-059-0-339

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

BUDGETARY IMPACT:

Amount available in PO# 597003 is $14,406.00 for NTC Drug Testing Services.

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-421-00-280-001-0-560

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

BUDGETARY IMPACT:

Amount available in PO# 596876 is $2,628.12 for Trevino's Photo Center.

Attachments

Link: NTC RENEWAL DOCUMENTATION

Link: UPPER VALLEY MAIL DOCUMENTATION

Link: TREVINO PHOTO CENTER RENEWAL DOCUMENTATION

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department		12/18/2008 05:50 PM	PEND
2	Budget & Management	Veronica Lopez	12/17/2008 03:50 PM	APRV
3	Roland Garcia	Rolando Garcia	12/18/2008 09:06 AM	APRV
4	Auditor's Office	Linda Fong	12/18/2008 05:50 PM	APRV
Form Started By: Vangie Garcia			Started On: 12/16/2008 01:08 PM	
Final Approval Date: 12/18/2008				

December 16, 2008

Maria C. Tienda, Assistant Director Via Email:
ntcdrugtestingstaff@yahoo.com
NTC Drug Testing Services, Inc.
5717 N. 10th Street-Ste. D
McAllen, Texas 78504

Re: C-07-219-06-25-Drug and Alcohol Testing Services

Dear Ms. Tienda:

Commissioners' Court will take applicable action (Tuesday, December 23, 2008) in connection with the Hidalgo County's option to extend/renew the additional one (1) year period as provided in the current requirements agreement (under the same rates, terms and conditions). Effective date of renew/extension is of January 1, 2009 terminating December 31, 2009.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Wednesday, December 17, 2008, 10:00 a.m., via facsimile to (956) 956-318-2629.

By: Maria C. Tienda Date: 12-16-2008
Assistant Director

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626-x 4856. Your

cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,
Vangie Y. Garcia, Contracts Manager
Hidalgo County Purchasing Department

xc: file

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-07-219-06-25

THIS CONTRACT is made and entered into this **25th** day of **June , 2007** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **NTC Drug Testing Services, Inc. dba Nurses Technicians & Collectors,** a Texas organization. ("Company")

WHEREAS, Company responded to advertised notices for bids for "**Drug and Alcohol Testing Services**" (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to Hidalgo County from **June 25, 2007** through **December 31, 2007** with the County's option to extend the contract for two (2) additional one (1) year terms. This contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the specifications within Hidalgo County. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safety and efficiently provide the Services.

3. This Contract shall be from June 25, 2007 through December 31, 2007 and may be extended at the sole discretion of County for an additional **sixty (60) days**, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. Hidalgo County reserves the right to extend the contract for an additional year.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required or which may be required by any authority

during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the require licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation os such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

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

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safety and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set for below:

If to County:

The County of Hidalgo
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

WITNESS, our hands in duplicate originals this_____ day of_____, 2007.

COUNTY OF HIDALGO

By:_____
Juan D. Salinas, III, County Judge

ATTEST:

Arturo Guajardo, Jr. County Clerk

COMPANY: NTC Drug Testing Services, Inc.

By:_____
Printed Name: SUSAN SANCHEZ
Title: DIRECTOR

NATALIE VILLAREAL
MARKETING DEPT. (682-4210

Approved on Commissioners' Court **June 25, 2007**

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

By:_____

APPROVED BY
COMMISSIONERS' COUF
ON: 6/25/07

EXHIBIT "A"
SPECIFICATIONS

EXHIBIT "A"
HIDALGO COUNTY
DRUG TESTING COLLECTION SERVICES
Bid No. 2007-219-06-13-MSS

BID SPECIFICATIONS

HIDALGO COUNTY (County) is seeking bids from qualified contractors with which to establish contracts for the purpose of performing drug and alcohol test collections for Hidalgo County employees ON AN AS NEEDED BASIS.

SCOPE OF SERVICES:

1. Contractor shall have ability to conduct a Drug and Alcohol Test Collections Program in accordance to the **Hidalgo County Drug and Alcohol Policy** (herein attached Exhibit "E") and as required by local, state, and federal laws and regulations.

2. Contractor shall perform collection of urine and breath samples by certified staff, in accordance with NIDA standards and DOT and/or County policy and protocol for post-offer pre-employment and random drug tests as required. **Contractor's personnel conducting tests must be bilingual.**

3. Additional services include a certified Substance Abuse Professional, Breath Alcohol Technician and Medical Review Officer.

4. Conduct testing in accordance with the Hidalgo County Drug and Alcohol Policy including but not limited to:

   a. Post offer, pre employment screening to all new employees.
   b. Post employment transfer, promotion and/or reassignment to safety sensitive position.
   c. Reasonable Suspicion.
   d. Employee found in possession of drugs and/or alcohol.
   e. Employee returning to work after a leave of absence of 45 days or more.
   f. Post accident and/or critical near miss.
   g. Random Testing for safety sensitive position and commercial driver's license holders (CDL) and any other job positions as requested by Elected Official/Department Head.

5. Provide this drug and alcohol testing services with licensed and certified personnel and laboratories as required by Local, State and Federal Law including, but not limited to, Medical Review Officer (MRO), Breath Alcohol Technician (BAT) and Substance Abuse Professional (SAP) and National Certified Addiction Counselor II (NCACII) as required by DOT.

6. The service provider will insure proper and documented chain of custody during and after sample collection and testing.

7. RANDOM DRUG AND ALCOHOL TESTING – The County will require approximately 50% random drug and alcohol testing for employees who are required to possess a CDL to

perform their job duty and/or every employee working in a job classified as a safety-sensitive position to be performed on a monthly and/or quarterly basis. Safety sensitive positions are located in various departments countywide. Contractor must provide a description of the work plan and the methods to be used that will demonstrate what the Contractor intends to do, the timeframes necessary to accomplish the work and how the work will be accomplished. The Contractor shall specify the test procedures that will be utilized. The contractor must also include a plan for performing random testing at the Human Resources Department and/or multiple locations simultaneously.

8. The Contractor must provide Reasonable Suspicion training certification to designated County employees and must provide complete description of the training and consultation services offered on an as needed basis.

9. Positive results will be hand-delivered to the Hidalgo County Human Resources Department. Negative results will be mailed in a sealed confidential envelope through a delivery service such as UPS, Federal Express, etc. or hand delivered to the Hidalgo County Human Resources Department.

10. Test results will not be divulged in any form to anyone other than to those designated authorized County representatives.

11. Statistical reports of test results may be requested from the contractor on a quarterly basis and on an annual basis. Information on the statistical reports may be requested from the designated County representative.

12. As per Department of Transportation (DOT) regulations and as approved by Hidalgo County Commissioner's Court on May 15, 2007, Alcohol screening tests that result in a concentration of less than 0.02, is considered negative and no further testing will be required. For tests with results greater than or equal to 0.02, a second test will be required, for confirmation, 15 to 30 minutes from the time of the first positive test.

13. Contractor must possess capability for collection of urine samples and conduct tests in response to critical time frames for post accident and reasonable suspicion testing situations

14. QUALIFICATIONS OF THE CONTRACTOR – Must remain current on testing and medical standards for all services to be performed as a result of this contract. Contractor must provide the County Purchasing Department with all licenses and certificates when they are renewed.

15. BID PRICE must include an individual and a total test charges (fees) for:
    - **Panel 5**
        - Amphetamines:
            - Amphetamine
            - Methamphetamine
        - Cocaine Metabolites
        - Marijuana Metabolites
        - Opiates:
            - Morphine
            - Codeine
        - Phencyclidine (PCP)

- **Panel 9**
  - Amphetamines:
    - Amphetamine
    - Methamphetamine
  - Barbiturates:
    - Amobarbital
    - Butabarbital
    - Butalbital
    - Pentobarbital
    - Phenobarbital
    - Secobarbital
  - Benzodiazepines
  - Cocaine Metalbolites
  - Marijuana Metalbolites
  - Methadone
  - Opiates
    - Morphine
    - Codeine
  - Phencyclidine
  - Propoxyphene
- **Alcohol**

Bid must indicate fees for urine, breath, hair and blood tests as requested on Bid Page (Exhibit "B").

16. CONTRACTOR must be available 24 hours a day 7 days a week.

17. TESTING SITE– On site and/ or off site testing will require the contractor to provide appropriate private facilities to conduct these tests, including a locked, secured box, etc. for private articles where applicable.

18. INDEMNIFICATION – The successful bidder shall be required to agree to indemnify and hold harmless the County of Hidalgo and its officers, employees, and agents, from and against any and all actions, claims, liabilities, losses and expenses, including but not limited to attorneys' fee, for personal, economic or bodily injury, wrongful death, loss of or damage to property, in law or in equity, which may arise or be alleged to have arisen from the negligent acts or omissions or other wrongful conduct of the successful bidder, its employees, or agents in connection with the performance of service pursuant to the resultant Contract; the successful bidder shall pay all such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses, and shall pay all costs expended by the County in the defense of such claims and losses, including appeals.

19. CONTRACT TERM – The initial term of the resultant contract shall commence from the date of award thru December 31, 2007 with the County's option to extend the contract for two (2) additional one (1) year terms based on performance evaluation and contingent upon

cost terms and conditions remaining unchanged and/or County's option to extend for an additional (60) day grace period at the end of contract for unforeseen delays on subsequent contract award.

20. REFERENCES - Submit a minimum of five (5) references that include, company names, addresses, contract persons and telephone numbers for the contact persons. References may or may not be reviewed or contacted at the discretion of the County. The County reserves the right to contact references other than, and/or in addition to, those furnished by an offeror.

21. NO CONTACT POLICY – After the date and time established for receipt of bid proposals by the County, any contact initiated by any offeror with any County representative, other than the Purchasing Department representative listed herein, concerning this request for proposals is PROHIBITED. Any such unauthorized contact may cause the disqualification of the offeror from this procurement transaction.

SPECIAL INSTRUCTIONS TO BIDDERS:

1. **The Hidalgo County Drainage District Number One Board of Directors may, at their option, utilize the professional services Provider(s) selected by Hidalgo County for Hidalgo County Drainage District Number One. Should the Board of Directors of Hidalgo County Drainage District Number One decide the firm(s) selected as the one(s) selected by Hidalgo County, the Provider(s) shall offer Hidalgo County Drainage District Number One the same terms and provisions as it/they offer(s) Hidalgo County under the service agreement(s).**

2. RIGHT TO AUDIT: Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the County to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Contractor of any of its payees pursuant to execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract.

   For the purpose of such audits, inspections, examinations and evaluations, the County shall have access to said records from the effective date of this contract, for the duration of the work, and until two (2) years after the date of final payment by the County to Contractor pursuant to this contract.

   The County shall have access to Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. The County shall give Contractor reasonable advance notice of intended audits.

   If an audit inspection or examination in accordance with the article, discloses overcharges (of any nature) by Contractor to the County in excess of five percent (5%) of the total contract billings, the actual cost of the County's audit shall be paid by Contractor.

3. Hidalgo County reserves the right to seek purchases/services from state awarded vendors or any other cooperative purchasing programs whenever it is in its best interest to do so.

4. The bidder(s) awarded the contract cannot engage the services of a subcontractor without prior written consent of Hidalgo County for the retention of a subcontractor to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and the subcontractor has obtained the required insurance which names the contractor as an additional insured. Requesting authorization for subcontracting does not constitute compliance with the primary specification contained herein which state the minimum number vendor owned vehicles required.

Further information required for this project can be addressed to, Hidalgo County Purchasing Department. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 100 E. Cano St.-4th Floor, Edinburg, Texas 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, June 06, 2007, 5:00 P.M. Responses will be sent to all applicants via facsimile by no later than, 5:00 P.M., Friday, June 08, 2007.

EXHIBIT "B"
FEE SCHEDULE

EXHIBIT "B"
HIDALGO COUNTY
DRUG TESTING COLLECTION SERVICES
Bid No. 2007-219-06-13-MSS
BID PAGE

BUSNIESS HOURS	FROM	TO
REGULAR	8:00-12:00 M-F	1:00-5:00 M-F
PREMIUM		
BUSNIESS DAYS	Mon FROM Fri	TO
REGULAR		
PREMIUM		

TRAINING FEES:

SESSION: $ 80.00

Test Charges:

Specific Test		Fees	Turnaround time for results
Panel 5	Urine	$ 35.00	24-48 hrs
	Hair	$ 250.00	3-5 days
	Blood	$ 0	
Panel 9	Urine	$ 35.00	
	Hair	$	
	Blood	$	
Alcohol	Breath	$ 28.00 non 30.00 DOT	immediate reading
	Blood	$ 0	
TOTAL: (ALL OF THE ABOVE FEE)		$	

COMPANY NAME: NTC Drug & Alcohol Testing Services, Inc

ADDRESS: 5717 N. 10th Sto D

CITY/STATE/ZIP CODE: McAllen, Texas 78504

PHONE NUMBER: 956-682-7090 **CELLULAR NUMBER** 956-655-3648

FAX NUMBER: 956 682 4252

AUTHORIZED SIGNATURE: Maria C Trienda

PRINTED NAME: Maria C. Trienda

TITLE: Assistant Director

DATE: 1-5-07

EXHIBIT "C"
INSURANCE

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/10/08

PRODUCER
Archie Acevedo Insurance Agency
Allstate Insurance
5717 N 10th St. #A
McAllen TX, 78504

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
NTC Drug Testing
4132 North 23rd St
McAllen TX,78504

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Allstate Insurance	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC	TBD			EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $
B		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS [X] SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	048835602	09/27/2008	09/27/2009	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ 300,000 $ 500,000 $ 50,000
C		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
D		EXCESS/UMBRELLA LIABILITY OCCUR [ ] CLAIMS MADE DEDUCTIBLE RETENTION				EACH OCCURRENCE AGGREGATE	$ $ $ $
E		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				W.C. STATUTORY LIMITS [ ] OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
F		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

NTC Drug Testing

CERTIFICATE HOLDER

Hidalgo County

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08)

© ACORD CORPORATION 1988

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/07/2008

PRODUCER
COMBINED INDEPENDENT AGENCIES INC
2304 TARPLEY ROAD, SUITE 124
CARROLLTON, TX 75006
(888) 237-9948
XY483 70D

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
NTC DRUG TESTING SERVICES, INC
DBA NURSES TECHNICIAN & COLLEC
P O BOX 2883
MCALLEN, TX 78502

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: THE TRAVELERS INDEMNITY COMPANY	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		☐ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		☐ CLAIMS MADE ☐ OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$
		☐ POLICY ☐ PRO-JECT ☐ LOC				PRODUCTS - COMP/OP AGG	$
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		☐ ANY AUTO				BODILY INJURY (Per person)	$
		☐ ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		☐ HIRED AUTOS					
		☐ NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		☐ ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	$
		☐ DEDUCTIBLE					$
		☐ RETENTION $					$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	UB-7708C685-08	09/18/2008	09/18/2009	X WC STATU-TORY LIMITS ☐ OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT	$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

IN THE EVENT OF NON-PAYMENT OF PREMIUM, ONLY TEN(10) DAYS NOTICE OF CANCELLATION SHALL BE GIVEN.

CERTIFICATE HOLDER

HIDALGO COUNTY
100 E CANO
FAYSVILLE, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

Policy Number: CLS1319904

Date Entered: 11/4/2008

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/4/2008

PRODUCER
Davis Insurance Agency
2030 E. Griffin Parkway
Mission, Texas 78572

Phone: (956) 581-9838
Fax: (956) 519-1524

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
NTC DRUG TESTING SERVICES INC.
DBA NURSES TECHNICAN AND COLLECTORS
PO BOX 2083
MCALLEN, TX 78501

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: SCOTTSDALE INSURANCE COMPANY	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY					
		[X] COMMERCIAL GENERAL LIABILITY	CLS1426162	11/14/2008	11/14/2009	EACH OCCURRENCE	$1,000,000
		[ ] CLAIMS MADE [X] OCCUR				DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
						MED EXP (Any one person)	$5,000
						PERSONAL & ADV INJURY	$EXCLUDED
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$2,000,000
		[X] POLICY [ ] PRO-JECT [ ] LOC				PRODUCTS - COMP/OP AGG	$EXCLUDED
		AUTOMOBILE LIABILITY					
		[ ] ANY AUTO				COMBINED SINGLE LIMIT (Ea accident)	$
		[ ] ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		[ ] SCHEDULED AUTOS				BODILY INJURY (Per accident)	$
		[ ] HIRED AUTOS				PROPERTY DAMAGE (Per accident)	$
		[ ] NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		[ ] OCCUR [ ] CLAIMS MADE				AGGREGATE	$
		[ ] DEDUCTIBLE					$
		[ ] RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					$
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				WC STATU-TORY LIMITS / OTH-ER	
		If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT	$
		OTHER				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

HIDALGO COUNTY

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08)

Produced using Forms Boss Plus software. www.FormsBoss.com; Impressive Publishing 800-208-1977

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Client#: 660265 63NURSETEC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/30/08

PRODUCER
BB&T Insurance
110 Dixie Street
Carrollton, GA 30117
770 214-1991

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
NTC Drug Testing Services Inc dba
Nurses Technicians & Collectors
PO Box 2883
McAllen, TX 78502

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Markel Ins(Stringer Ware)	38970
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY					
		COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE	$
		CLAIMS MADE ☐ OCCUR				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
						MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$
		POLICY ☐ PRO-JECT ☐ LOC				PRODUCTS - COMP/OP AGG	$
		AUTOMOBILE LIABILITY					
		ANY AUTO				COMBINED SINGLE LIMIT (Ea accident)	$
		ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		SCHEDULED AUTOS				BODILY INJURY (Per accident)	$
		HIRED AUTOS				PROPERTY DAMAGE (Per accident)	$
		NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR ☐ CLAIMS MADE ☐				AGGREGATE	$
		DEDUCTIBLE					$
		RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS ☐ OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
A		OTHER Professional	3CD33014421	11/09/08	11/09/09	Occurence $1,000,000	
						Aggregate: $1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Professional Liability-Testing Services; Claims Made; Retro Date: 11/09/06; Deductible: $2,500

CERTIFICATE HOLDER

Hidalgo County
100 East Cano
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

attn: Vange

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

December 16, 2008

James Duncan Co-Owner
Upper Valley Mail Services L.L.P.
1418 Beech Ste 109
McAllen, Texas 78501

Via Email: postman217@aol.com

Re: C-07-115-12-11-Countywide Mailing Services

Dear Mr. Duncan:

Commissioners' Court will take applicable action (Tuesday, December 23, 2008) in connection with the Hidalgo County's option to extend/renew the additional one (1) year period as provided in the current requirements agreement (under the same rates, terms and conditions). Effective date of renew/extension is of January 1, 2009 terminating December 31, 2009.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Wednesday, December 17, 2008, 10:00 a.m., via facsimile to (956) 956-318-2629.

By: James Duncan Date: 12/16/08
CO-Owner

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626-x 4856. Your

cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,
Vangie Y. Garcia, Contracts Manager
Hidalgo County Purchasing Department

xc: file

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-07-115-12-11

THIS CONTRACT is made and entered into this **11th** day of **December , 2007** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Upper Valley Mail Services, LLP, a Limited Liability Partnership**("Company").

WHEREAS, Company responded to request for bids for **"MAILING SERVICES** " (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to various locations (as provided in Exhibit "A") within Hidalgo County for "Mailing Services". This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this

Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Director** or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning **January 01, 2008** ending **December 31, 2008** and may be extended at the sole discretion of County for an additional one (1) year term under the same rates, terms & conditions, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

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. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

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

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:	**The County of Hidalgo** **Attn: County Judge** **100 E. Cano** **Edinburg, Texas 78539**
If to Company	**Upper Valley Mail Services LLP** **Attn: Patrick Hettler** **1418 Beech Ste 109** **McAllen, Texas 78501**

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this_____ day of _____2007.

COUNTY OF HIDALGO

By:_____
Juan D. Salinas, III, County Judge

ATTEST:

Arturo Guajardo, Jr. County Clerk

COMPANY: **Upper Valley Mail Services.**

By:_____
Printed Name: JAMES DUNCAN
Title: CO-OWNER

Approved by Commissioners' Court on December 11, 2007

Approved as to form:
Atlas & Hall, L.L.P

By:_____

EXHIBIT "A"
SPECIFICATIONS

EXHIBIT "A"

HIDALGO COUNTY
"MAILING SERVICES"
BID NO. 2007-115-11-28-SMA

SPECIFICATIONS

THE FOLLOWING ARE THE MINIMUM SPECIFICATIONS (AND INFORMATION) FOR "MAILING SERVICES" FOR HIDALGO COUNTY:

1. There will be a daily pick up, bar coding, sorting and delivery **(postage excluded)** of **all** qualifying U.S. Mail (packages, flats, letters, post cards, etc.), including UPS, Federal Express, Lone Star Overnight, non-freight packages, etc. (at no additional cost), with **no minimum daily quantity, and on an as needed basis.**

2. The postage of all mail will continue to be processed by the Central Mail Room. The standard operating procedure at both the Hidalgo County Courthouse and Administration Building to date has been that the Buildings and Grounds personnel picks up the departments' outgoing mail on a daily basis and delivers it to the Central Mail Room where it is stamped. Vendor shall inform the Central Mail Room personnel of any special mail rates (i.e., postcards, overnight packages, etc.) to ensure that all reduced rates which vendor receives are passed on to Hidalgo County.

3. Mailing Service shall be by an **insured and bonded carrier** and **all** mail will be picked up and delivered on **all** government operating days on a set daily pick up and delivery time (schedule). The departments opting to receive this mail pick up service shall coordinate with service provider. Once a schedule is agreed upon, there shall be no deviations in the routine without the department's prior consent.

4. Mail will be picked up from the Central Mail Room located at the Hidalgo County Courthouse in Edinburg **and all** of the Hidalgo County departments and programs (i.e., satellite locations, WIC Offices, Precinct Offices, CSA, and Head-Start sites, etc) requesting mailing services, **on "as needed basis".**

5. The mail will be processed and delivered as applicable (i.e., 1st class, standard mail, 3rd Class, international, parcel post, priority mail, express mail and USPS bulk rate drop) to the post office location which is most advantageous to Hidalgo County (either the Edinburg or McAllen Post Office) on the same day the mail is picked up.

6. The awarded bidder shall submit to Hidalgo County a detailed monthly invoice of daily mailing services.

7. The awarded bidder shall sort all bar code:

   a) All qualifying envelopes and flats, from one (1) ounce to one (1) pound;
   b) Post Cards (at a special mailing rate of defray the bar coding cost); and
   c) Packages exceeding one (1) pound.

TERMS AND CONDITIONS

1. The initial term of the contract shall be for the period beginning January 1, 2008 and ending on December 31, 2008 and my be extended at the sole discretion of Hidalgo County for an additional one (1) year term under the same rate, terms and conditions.

2. Hidalgo County reserves the right to extend the contract for an additional sixty (60) day grace period at the end of the contract term due to unforeseen delay in the procurement of subsequent bid process.

3. The bidder who is awarded will ensure with a **written guarantee** that **all** qualifying mail is picked up and delivered promptly on a daily, and "**as needed,**" basis.

4. Arrangements will be made by the awarded bidder on the set daily time for mail to be picked up with each of the respective departments of Hidalgo County requesting mailing services.

5. The bidder who is awarded will ensure that all insurance documentation as per Exhibit "C" will be submitted to the Hidalgo County Purchasing Department on a timely manner.

EXHIBIT "B"
FEE SCHEDULE

EXHIBIT "B"
HIDALGO COUNTY
"MAILING SERVICES"
BID NO. 2007-115-11-28-SMA

BID SHEET

MAILING SERVICES AND BAR CODING		
DESCRIPTION	**PICK UP AND DELIVERY**	**BAR CODING**
Price per Letter Picked Up:	-0-	$0.055
Price per Package Picked Up:	-0-	-0-
Price per Bulk Picked Up:	-0-	$.055
Other Prices, If Applicable, See Below, (i.e., Post Cards, Federal Express, Lone Star Overnight, etc.):		
Price per Post Card Picked Up:	-0-	$0.03
Price per Federal Express Picked Up:	-0-	-0-
Price per Lone Star Overnight Picked Up:	-0-	-0-
Price per UPS Package Picked Up:	-0-	-0-

NOTE: Vendor is to provide a Price Schedule to facilitate the tabulation of the bid received. The term of the contract will be effective January 1, 2008, subject to Commissioner's Court approval through December 31, 2008. Hidalgo County also reserves the option to extend the contract for an additional one (1) year renewal under the same rates/fees, terms, and conditions.

All costs and expenses associated with the preparation and submission of (bids, proposals/and or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

Bidders Name: Upper Valley Mail Services LLP
Address: 1418 Beech Ave Ste 109
City/State/Zip Code: McAllen TX 78501
Phone Number: 956-668-7678
Fax Number: 956-630-0825
Authorized Signature:
Printed Name: Patrick Hettler
Title: Co-owner
Date: 11/20/07

EXHIBIT "C"
INSURANCE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/18/08

PRODUCER
Hilb Rogal & Hobbs
(956)682-9423 FAX(956)687-1286
1400 N McColl Rd Suite 105
McAllen, TX 78501

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Upper Valley Mail Services
105 E Upas
1418 Beech suite 109 (Business Address)
McAllen, TX 78501

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Lloyds Insurance Company	39357
INSURER B: Hartford Underwriters Ins Co	30104
INSURER C: Travelers Indemnity	25682
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY	I6605929B177TLC06	02/22/08	02/22/09	EACH OCCURRENCE	$1,000,000
		[X] COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
		[ ] CLAIMS MADE [X] OCCUR				MED EXP (Any one person)	$5,000
						PERSONAL & ADV INJURY	$1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$1,000,000
		[ ] POLICY [ ] PRO-JECT [ ] LOC				PRODUCTS - COMP/OP AGG	$1,000,000
C		AUTOMOBILE LIABILITY	BA5929B16507	02/22/08	02/22/09	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
		[ ] ANY AUTO					
		[ ] ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		[X] SCHEDULED AUTOS					
		[ ] HIRED AUTOS				BODILY INJURY (Per accident)	$
		[ ] NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		[ ] OCCUR [ ] CLAIMS MADE				AGGREGATE	$
		[ ] DEDUCTIBLE					$
		[ ] RETENTION $					$
							$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	65WECGE8018	07/19/08	07/19/09	[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$500,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$500,000
						E.L. DISEASE - POLICY LIMIT	$500,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
The certificate holder is named as additional insured on the General Liability policy.
Waiver of subrogation are included on general liability and workers compensation policies in favor of Hidalgo County.

CERTIFICATE HOLDER

Hidalgo County-Auditors
2802 S Closner Blvd
Edinburg, Texas 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Brian E Lewis

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December 16, 2008

Joe G. Trevino,Owner
Trevino's Photo Center
1101 N. Cage Ste C-5
Pharr, Texas 78577

Via Email: joe@trevinosphotocenter.com

Re: C-07-123-12-18-PHOTO PROCESSING

Dear Mr. Trevino:

Commissioners' Court will take applicable action (Tuesday, December 23, 2008) in connection with the Hidalgo County's option to extend/renew the additional one (1) year period as provided in the current requirements agreement (under the same rates, terms and conditions). Effective date of renew/extension is of January 1, 2009 terminating December 31, 2009.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Wednesday, December 17, 2008, 10:00 a.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-x 4856. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,
Vangie Y. Garcia, Contracts Manager
Hidalgo County Purchasing Department

xc: file

Evangelina Garcia

From: Evangelina Garcia [evangelina.garcia@co.hidalgo.tx.us]
Sent: Tuesday, December 16, 2008 8:49 AM
To: 'joe@trevinosphotocenter.com'
Subject: Renewal/Extension Notice For C-07-123-12-28-PHOTO PROCESSING
Importance: High
Attachments: TREVINO'S PHOTO CENTER.doc; C-07-123-12-18-Trevinos Studio & Photo -Hid Co.pdf

Good Morning Mr. Trevino,
Please review the attached renewal/extension notice. Should you have any questions, please call me. Thank you.

VANGIE Y. GARCIA, CONTRACTS MANAGER
HIDALGO COUNTY PURCHASING DEPT.
2802 S. BUSINESS HWY. 281
NEW ADMINISTRATION BUILDING
EDINBURG, TEXAS 78539
(956) 292-7000-EXTENSION 4856
EMAIL: evangelina.garcia@co.hidalgo.tx.us

CONTRACT INFORMATION

THIS CONTRACT IS: **ACTIVE**

CONTRACT TYPE: **Requirements Agreement**

BID_NO_ | BUYER | DEPARTMENT
2007123 | OTM | HIDALGO COUNTY

BID REMARKS
12/18/07 Contract awarded to Trevinos Digital Photography-Pharr, Texas--handed Mary Contracts Manager the complete folder

DESCRIPTION
PHOTO PROCESSING

CONTRACT NO.
C-07-123-12-28

CONTRACT MANAGER
MARY

CONTRACT AWARD FOR DEPT (1)
Hidalgo County

AWARDED VENDOR
TREVINOS DIGITAL PHOTOGRAPHY

INSURANCE EXPIRATION DATES:	GEN LIA INSR	AUTO LIA INSR	WKMANS COMP
	03/29/08		

CONTRACT TERM:
STARTING DATE: 01/01/08 | ENDING DATE: 12/31/08
EXPIRES UPON COMPLETION ☐

60 DAY EXTENSION
START DATE | END DATE

RENEWED/EXTENDED ☐
REFER TO NEW CONTRACT NO.
RENEWAL OPTION(S) 1 YR

Multiple Award? (If Yes See Below for Addt'l Info.) YES ( ) NO (●)

Contract Scanned? YES

Contract No 2	Awarded Vendor 2	For Departments 2	Ins Exp Date 2	Ins Exp Date 3
Contract No 3	Awarded Vendor 3	For Departments 3	Ins Exp Date 4	Ins Exp Date 5
Contract No 4	Awarded Vendor 4	For Departments 4	Ins Exp Date 6	Ins Exp Date 7
Contract No 5	Awarded Vendor 5	For Departments 5	Ins Exp Date 9	Ins Exp Date 8
Contract No 6	Awarded Vendor 6	For Departments 6	Ins Exp Date 10 12/31/07	

CONTRACT COMMENTS:
Need Insurance to be sent by vendor
Sent vendor contract for signature on 03/19/2008
on April 1 called him to return contract said he would do it that day. Have had a lot of difficulty trying to get vendor to sent me insurance and contract.

LUMP SUM AMOUNT (if applicable):

CONTRACT PRICES:

ITEM DESCRIPTION:	UNIT:	PRICE:

LAST UPDATED ON:
5/1/2008

REQUIREMENTS AGREEMENT
C-07-123-12-18

THIS AGREEMENT (the "Agreement") is entered into effective as of **December 31, 2007** by and between **TREVINO'S STUDIO & PHOTO CENTER, INC**. (Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"PHOTO PROCESSING"**, 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; and

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

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

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

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"PHOTO PROCESSING"** in the areas of **HIDALGO COUNTY** projects for a period of one year from **JANUARY 01, 2008 to DECEMBER 31, 2008** 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 Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

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

4. County 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:
Trevino's Photo Center, Inc.
Attention: Joe G. Trevino
1101 N. Cage Ste C-5
Pharr, Texas 78577

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

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

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

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

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

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

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

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

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

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

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

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

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

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

By: _____

Approved on Commissioners' Court December 18, 2007

HIDALGO COUNTY

By: _____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, County Clerk

Trevino's Photo Center, Inc.

By: _____
Printed Name: Joe G. Trevino
Title: Owner
4-23 08

EXHIBIT "A"
SPECIFICATIONS

EXHIBIT "A"

HIDALGO COUNTY
"PHOTO PROCESSING"
RFSQ NO: 07-123-11-05-otm

S P E C I F I C A T I O N S

PROJECT OVERVIEW:

The County of Hidalgo is Requesting Sealed Quotes (RFSQ) to contract with a qualified vendor to conduct "Photo Processing" on an as needed basis, including, but not limited to, the following:

Scope of Services

1. Developing Negatives only without index card
2. Developing Negatives only with index card
3. Printing 4x6 without index cards
4. Printing 4x6 with index cards
5. Re-prints without index cards
6. Re-prints with index cards
7. Rush prints 1-2 hrs without index cards
8. Rush prints 1-2 with index cards
9. 8x10 enlargements
10. 11x14 enlargements
11. Custom/Prints to scale enlargements
12. Roll of film (photograph) copied to Photo CD
13. Developing CD to printing
14. Reprints with CD to printing

Requirement, Terms & Conditions

1. ALL COSTS AND EXPENSES ASSOCIATED WITH THE PREPARATION AND SUBMISSION OF (BIDS, PROPOSALS AND/OR QUOTES) SHALL BE THE RESPONSIBILITY OF THE BIDDER AND NO REIMBURSEMENTS FOR SUCH CHARGES OR EXPENSES SHALL BE PASSED ONTO HIDALGO COUNTY.

2. HIDALGO COUNTY RESERVES THE RIGHT TO SEEK SERVICES/PURCHASES FOR "PHOTO PROCESSING" FROM STATE AWARDED CONTRACTS WHENEVER IT OS IN THE BEST INTEREST FOR THE COUNTY TO DO SO.

3. THE TERM OF THE CONTRACT WILL BE FOR A PERIOD OF ONE (1) YEAR COMMENCING JANUARY 1, 2008 TO DECEMBER 31, 2008, BUT NOT TO EXCEED THE $25,000.00 STATUTORY BID LIMIT (PER CALENDAR YEAR) WITH THE COUNTY'S OPTION

JCT.

TO EXTEND THE CONTRACT FOR ONE (1) ADDITIONAL YEAR UNDER THE SAME RATES, TERMS AND CONDITIONS.

4. HIDALGO COUNTY RESERVES THE RIGHT TO CONTINUE THIS QUOTE FOR AN ADDITIONAL SIXTY (60) DAY GRACE PERIOD AT THE END OF THE CONTRACT TERM FOR UNFORSEEN DELAY IN AWARD OF NEW QUOTE FOR NEXT CONTRACT TERM.

5. VENDOR SHALL HAVE BEEN IN BUSINESS (IN THIS FIELD) FOR A MINIMUM OF FIVE (5) YEARS.

6. A LIST OF A MINIMUM OF FIVE (5) CURRENT REFERENCES MUST BE SUBMITTED WITH YOUR QUOTE. INFORMATION SHOULD INCLUDE, BUT NOT LIMITED TO THE FOLLOWING:

   a). CONTACT PERSON
   b). PHONE NUMBER

7. ANY CONTRACT AWARDED TO A SUCCESSFUL VENDOR WILL BE IN EFFECT UNTIL: A). THE CONTRACT EXPIRES. B). DELIVERY AND ACCEPTANCE OF PRODUCTS AND/OR PERFORMANCE OF SERVICES ORDERED; C). TERMINATION BY COUNTY WITH THIRTY (30) DAYS WRITTEN NOTICE PRIOR TO CANCELLATION.

8. HIDALGO COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL QUOTES SUBMITTED, IF IT IS IN THE BEST INTEREST TO DO SO.

9. THE SUCCESSFUL VENDOR WILL MAINTAIN GENERAL LIABILITY AND ITS LIMITS THROUGH OUT THE CONTRACT TERM, AS DESCRIBED AND LISTED IN :EXHIBIT "C" INSURANCE REQUIREMENTS.

10. ALL PHOTO PROCESSING WILL BE DROPPED OFF AND PICKED UP BY COUNTY.

11. WE RESERVE THE RIGHT TO ACCEPT OR PROTECT YOUR QUOTATION.

12. ATTACH COMPLETE SPECIFICATIONS FOR ANY SUBSTITUTIONS OFFERED.

13. ITEMIZE ALL UNIT PRICES AND DISCOUNTS SEPARATELY.

14. DUE TO THE NATURE OF THE SERVICES SOUGHT , THOSE PERSONS WITH YOUR COMPANY THAT WOULD ACTUALLY BE CONDUCTING THE WORK WOULD BE REQUIRED NOT TO DUPLICATE OR PASS OUT FOR VIEWING ANY PHOTOGRAPHS OR NEGATIVES.

15. THOSE PERSONS PROVIDING THIS SERVICE MAY BE REQUIRED TO TESTIFY AS TO THE WORK THAT WAS COMPLETED AND PROVIDE TECHNICAL TESTIMONY IN JUDICIAL PROCEEDINGS STEMMING FROM CRIMINAL OR CIVIL INVESTIGATIONS.

16. IF AT ANY TIME IT APPEARS THAT HIDALGO COUNTY WILL EXCEED $25,000.00 WITHIN THE FISCAL YEAR, ALL SERVICES WILL BE SUSPENDED UNTIL A CONTRACT IS OBTAINED THROUGH THE HIDALGO COUNTY BIDDING PROCESS.

17. IF UNABLE TO QUOTE, PLEASE ADVISE AT ONCE AND FAX BACK (NO QUOTE).

HIDALGO COUNTY IS REQUESTING THAT ANY AND ALL QUESTIONS, INQUIRIES, AND CLARIFICATIONS REGARDING QUOTES BE ADDRESSED TO, MARTHA L. SALAZAR, PURCHASING AGENT, **2812 So. Business 281 (New Administration Bldg.)**, EDINBURG, TEXAS 78539. TELEPHONE CALLS WILL NOT BE ACCEPTED.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, WEDNESDAY, NOVEMBER 28, 2007, 5:00 P.M. RESPONSES TO SAID INQUIRIES WILL BE SENT TO ALL APPLICANTS VIA FACSIMILE BY NO LATER THAN 5:00P.M., FRIDAY, NOVEMBER 30, 2007.

16

EXHIBIT "B"
FEE SCHEDULE

EXHIBIT "B"

HIDALGO COUNTY
"PHOTO PROCESSING"
RFSQ NO. 3007-123-11-05-dtm

BID PAGE

SCOPE OF SERVICES

Developing Negatives only without index cards	$ 1.60
Developing Negatives only with index cards	$ 2.35
Printing 4x6 without index cards	$ .21
Printing 4x6 with index cards	$ .21
Re-prints without index cards	$ .31
Re-prints with index cards	$ .31
Rush prints 1-2 hours without index cards	$ .26
Rush prints 1-2 hours with index cards	$ .26
8x10 enlargements	$ 2.00
11x14 enlargements	$ 8.10
Custom Prints to scale enlargements	$ 10.10
Roll of film (photograph) copied to Photo CD	$ 8.50 Note 8.50 For First Roll 5.00 ~~For~~ there after/c
Developing CD to printing	$ .21
Reprints with CD to printing	$ .31
TOTAL QUOTE AMOUNT (*) SEE Attachment	$

BIDDER COMPANY NAME: Treviño's Digital Photography

ADDRESS: 1101 North Cage Ste C-5

CITY STATE ZIP CODE: Pharr, TX 78577

PHONE FAX NUMBERS: 956-783-5274 ; 956-78[illegible]-8044

CELLULAR & PAGER NUMBERS: 956-607-8911

AUTHORIZED SIGNATURE: [signature]

PRINTED NAME: Joe G. Trevino

TITLE: Owner

Twin Palm Plaza • 1101 N. Cage Ste. C-5, Pharr, TX 78577 • www.trevinosphoto.com

DECEMBER 04, 2007

ATTN: MARTHA SALAZAR
PURCHASING

MS. SALAZAR,

THESE ARE OTHER SERVICES AVAILABLE TO HIDALGO COUNTY.

MEMORY CARD TO CD (UP TO 250 PICTURES PER CD) $ 9.50

INDEX PRINT FROM CD (UP TO 36 PICTURES PER INDEX) $ .75

SHOULD YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CONTACT ME AT (956) 607-8911 (CELL) OR (956) 783-5274 (OFFICE)

RESPECTFULLY

JOE TREVINO

JGT.

office (956) 783-5274 • cell (956) 607-8911 • fax (956) 781-8044 • toll free 888-873-8466

AI-12748 **19.A.14.**

Administration & Supervision Of Alcohol Breath Test/Intoxilizer Services
CC REGULAR

Date:	12/23/2008
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Hidalgo County

Information

CAPTION

A. Presentation for discussion, consideration, and action in connection with the "sole response" received for "RFP NO: 2008-447-11-26-VYG-"CERTIFIED TECHNICAL SUPERVISOR FOR HIDALGO COUNTY'S ALCOHOL BREATH TEST PROGRAM";

B. Requesting authority for Purchasing Department to enter into negotiations with qualified sole proposer including any best and final offers (BAFO) in order to finalize a contract for consideration and award;

C. Determination, direction and applicable action by Commissioners Court as to extent of contractual support for the current four (4) locations where intoxilizer equipment is located and serviced by Hidalgo County inasmuch as not all is County-owned;

D. Determination, direction and applicable action by CC as to Interlocal Agreement(s) with jurisdictions utilizing county-owned equipment or state-owned equipment including, but not limited to, Texas DPS (Highway Patrol Division), Cities of Weslaco, San Juan and Palmview.

BACKGROUND

Sole proposer is "Breath Testing Services" d/b/a "MaryAnn R. Peralez", who is the current contracted vendor, which will expire on 12/31/08.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-421-00-115-011-0-350

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

BUDGETARY IMPACT:

Proposed funding for 2009 is $30,000.00 which is at the same funding level as 2008.

Attachments

Link: PARTICIPATION AND TABULATION LOG

Link: INTOXILYZER TAG LIST

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/18/2008 12:08 PM	APRV
2	Budget & Management	Veronica Lopez	12/18/2008 01:31 PM	APRV
3	Roland Garcia	Rolando Garcia	12/18/2008 03:00 PM	APRV
4	Auditor's Office		12/19/2008 05:13 PM	NEW

Form Started By: Vangie Garcia

Started On: 12/10/2008 01:08 PM

Final Approval Date: 12/19/2008

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS

IBF-RFP-RFQ-RFI

RFP OPENING DATE: NOVEMBER 26, 2008 **RFP OPENING TIME:** 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: "CERTIFIED TECHNICAL SUPERVISOR FOR HIDALGO COUNTY'S ALCOHOL BREATH TEST PROGRAM

RFP NO: 2008-447-11-26-VYG

NAME OF PROPOSER: COMPANY/FIRM	RFP REQUEST *VIA	SIGNATURE OR NAME OF STAFF ADDRESSING MAIL OUT	DATE	PHONE/ FAX NO.	ADDRESS & PHONE NO
1. Breath Test Services Mary Ann R. Peralez Email: maryannp@rgvbts.com	Email	Vangie Y. Garcia	11/10/08	956-458-5960	4309 N. 10th Street McAllen, Texas 78504
2. Oscar Saucedo Email: oscar.saucedo@txdps.state.tx.us	Email	Vangie Y. Garcia	11/10/08	956-728-2320	1901 Bob Bullock Loop Laredo, Texas 78043
3. Carl Lecocke Email: carl.lecocke@txdps.state.tx.us	Email	Vangie Y. Garcia	11/10/08	361-698-5643	1922 S. Padre Dr. Corpus Christi, Texas 78416
4. Allen McDougall Email: c15bbt@hotmail.com	Email	Vangie Y. Garcia	11/10/08	210-492-7098	
5.					
6.					
7.					
8.					

*VIA:
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)

HIDALGO COUNTY PURCHASING DEPARTMENT
RFP TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY	
RFP OPENING DATE: NOVEMBER 26, 2008	**BID OPENING TIME: 9:30 A.M.**
DESCRIPTION OF PROPOSAL: "CERTIFIED TECHNICAL SUPERVISOR FOR HIDALGO COUNTY'S ALCOHOL BREATH TEST PROGRAM"	
RFP NO: 2008-447-11-26-VYG	

RFP #	NAME OF COMPANY	LOCATION SITE OF MACHINES	FEE PROPOSED
#1	**BREATH TEST SERVICES D/B/A MARYANN R. PERALEZ**	HIDALGO COUNTY JAIL EDINBURG, TEXAS	$15,000.00
#2		PALMVIEW POLICE DEPARTMENT PALMVIEW, TEXAS	$15,000.00
#3		SAN JUAN POLICE DEPARTMENT SAN JUAN, TEXAS	$15,000.00
#4		WESLACO POLICE DEPARTMENT WESLACO, TEXAS	$15,000.00
#5	**IF ALL FOUR LOCATION SITES ARE APPROVED TO AWARD TO SOLE PROPOSER, A DISCOUNT OF $5,000.00 WILL BE APPLIED TO THE OVERALL AMOUNT PROPOSED.**		
#6			
#7			
#8			
#9			
#10			

Proposal Fee Schedule

1) One (1) Hidalgo County Jail (Edinburg, Texas)	$ 15,000.00
2) One (1) Palmview Police Department (Palmview, Texas)	$ 15,000.00
3) One (1) San Juan Police Department (San Juan, Texas)	$ 15,000 .00
4) One (1) Weslaco Police Department (Weslaco, Texas)	$ 15,000.00

-Note

If all four instruments are awarded to proposer a discount of $5,000.00 will be applied to the overall amount proposed.
If three instruments are awarded to proposer a discount of $2,000.00 will be applied to the overall amount proposed.
If two instruments are awarded to proposer no discount will be applied to the overall amount proposed.
If one instrument awarded to proposer no discount will be applied to the overall amount proposed.

Intoxilyzer 5000 Breath Testing Instrument

9/16/2008

Hidalgo County Sheriff Office:

1) Intoxilyzer Model 5000

DPS Tag No. 395194 Serial No. 68-002689

Confirmed by: Lt. Ozuna, (956) 383-8114

Weslaco Police Department:

2) Intoxilyzer Model 5000

DPS Tag No. 192731 Serial No. 68-000426

Confirmed by: Martha, (956) 968-8591

Palmview Police Department:

3) Intoxilyzer Model 5000

Historical Cost: $6,314.00

Acq. Date: 09/16/1997

Hidalgo County Tag No. 31244 Serial No. 68-002261

Confirmed by: Chief Barrera, (956) 432-0303

San Juan Police Department:

4) Intoxilyzer Model 5000

Historical Cost: $6,314.00

Acq. Date: 09/16/1997

Hidalgo County Tag No. 31243 Serial No. 68-002226

Contact: Sgt. Luis Morales, (956) 787-9904

AI-12718 **19.A.15.**

TIME CLOCKS-(Equipment and Warranty)

CC REGULAR

Date:	12/23/2008
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Renan Ramirez
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Hidalgo County

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of the final negotiated contract (reviewed and approved as form by legal counsel) including acceptance of the "Best And Final Offer" (BAFO) with Ruperto Lee Gonzalez d/b/a Lava Concepts for RFP NO: 2008-386-10-15-VYG-TIME CLOCKS (Equipment and Warranty).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-415-00-200-002-0-745

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

BUDGETARY IMPACT:

Funds available as of 12-18-08 $948.27

Attachments

Link: PARTICIPATION LOG

Link: TABULATION LOG

Link: CONTRACT DOCUMENTATION

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/17/2008 01:31 PM	APRV
2	Budget & Management	Veronica Lopez	12/17/2008 03:49 PM	APRV
3	Veronica Lopez	Veronica Lopez	12/18/2008 03:40 PM	APRV
4	Auditor's Office		12/19/2008 05:13 PM	NEW

Form Started By: Vangie Garcia — Started On: 12/09/2008 04:14 PM

Final Approval Date: 12/19/2008

HIDALGO COUNTY
PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS

IBF-RFP-RFQ-RFI

RFP ACCEPTANCE DATE: OCTOBER 15, 2008 **RFP ACCEPTANCE TIME: 9:30 A.M.**

DEPARTMENT/PROPOSAL DESCRIPTION: "TIME CLOCK (Equipment and Warranty)"

RFP NO: 2008-386-10-15-VYG

NAME OF BIDDER: COMPANY/FIRM & REPRESENTATIVE'S NAME	PROPOSAL REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.s
1. NOV Atime Technology, Inc. Jason Ochoa 323-980-1858-Ext, 176 (office) 760-270-8255 (Cell) Email: Jason.ochoa@novatime.net	Email	Vangie Y. Garcia	10/6/08	1255 Corporate Center Drive, Suite 307 Monterey Park, California 91754
2. Jambros Technologies Andie Medalla-(P) 956-287-3905 (F) 956-467-0276 Email: amedalla@jambrostech.com	Email	Vangie Y. Garcia	10/6/08	3009 Regency Drive Edinburg, Texas 78539
3. Raleigh Time Recorder Co. Ty Bumgardner (P) 919-833-6893 (F) 919-828-7349 (Cell) 919-272-4756 Email: ty@raleightime.com	Email	Vangie Y. Garcia	10/6/08	2252 Rumson Road Raleigh, North Carolina 27610-1039
4. James Chen Computer James Chen (P) 815-675-9748 Email: james@jccomputac.com	Email	Vangie Y. Garcia	10/6/08	7705 Industrial Drive, Suite J Springgrove, Illinois 60051
5.				
6.				
7.				

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)

HIDALGO COUNTY PURCHASING DEPARTMENT
PROPOSAL ACCEPTANCE SHEET

DEPARTMENT NAME: Hidalgo County	
PROPOSAL ACCEPTANCE DATE: OCTOBER 15, 2008	**PROPOSAL ACCEPTANCE TIME: 9:30 A.M.**
DESCRIPTION OF PROPOSAL: "TIME CLOCK (Equipment and Warranty)"	
PROPOSAL NO: 2008-386-10-15-VYG	

RFP#	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT OF RFP RESPONSE
#01	LAVA CONCEPTS & CONSULTANTS	√
#02	JAMBROS TECHNOLOGIES	√
#03		
#04		
#05		

PURCHASING DEPT
FROM:
Vancie

REQUIREMENTS AGREEMENT
C-08-386-12-23

THIS AGREEMENT (the "Agreement") is entered into effective as of **23rd** by and between **Ruperto Lee Gonzalez d/b/a Lava Concepts & Consulting, Sole Proprietor** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"Time Clock (Equipment and Warranty)"**, as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products and Warranty") 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 an valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Time Clock (Equipment and Warranty)"** 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:
Ruperto Lee Gonzalez d/b/a
Lava Concepts & Consulting
135 Paseo del Prado Suite 55
Edinburg, Texas 78539

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

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

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

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

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

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

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

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

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

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

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

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

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier

subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

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

APPROVED BY COMMISSIONERS COURT ON: _____

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: 12-12-08

EXHIBIT "A"
SPECIFICATIONS/REQUIREMENTS

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR PROPOSAL

"TIME CLOCK (Equipment and Warranty)"

RFP NO: 2008-386-10-15

HIDALGO COUNTY
REQUEST FOR PROPOSAL
"TIME CLOCK (Equipment and Warranty)"
RFP NO: 2008-386-10-15

Overview:
The County of Hidalgo is seeking to engage Proposer's to furnish a TIME CLOCK (Equipment and Warranty) and ***"Must be compatible with Hidalgo County's current proprietary Time and Attendance Applications".*** The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of **"TIME CLOCK (Equipment and Warranty)"** as specified herein. Sealed proposals will be accepted until **9:30 A.M., Wednesday, October 15, 2008. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

The Hidalgo County Drainage District No. 1 Board of Director's may, at their option, utilize the "TIME CLOCKS (Equipment and Warranty)" selected by Hidalgo County For Hidalgo County Drainage District No. 1. Should the Board of Director's of Hidalgo County Drainage District No. 1 decide the firm selected as the Provider is the same as the one selected by Hidalgo County, the Provider shall offer Hidalgo County Drainage District No. 1 the same terms and provisions as it offers Hidalgo County.

Deliver Submittal to:
RFP Number: 2008-386-10-15-VYG

US Postal Mail Address:	Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

The Submittal Envelope Must Show The RFP Number, Name And Opening Date.

The following outlines the Request For Proposals:

SECTION 1 -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that request for proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:	**Physical Address:**
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN Wednesday, October 8, 2008, at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, October 10, 2008. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office locate at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:

Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:
Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

SIGNING OF PROPOSALS:
In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter **may not** subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

DURATION OF CONTRACT: The initial term of the contract shall be for ***One Year***, with the County's option for an additional ***One Year*** extension based on prior year's performance evaluation and contingent upon cost remaining unchanged. Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day "Grace Period" at the end of the contract term for unforeseen delay of award for next term and contingent upon cost remaining unchanged. Additional requirements to be included in the contract, stated under ***Warranty and Support Requirements*** in ***Exhibit "A***.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications **(if applicable)**.

SECTION II - RFP REQUIREMENTS

REQUEST FOR PROPOSALS:
The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the proposers understanding of the project needs, the services required, and any local issues or concerns. Briefly explain how long you have been organized and your business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

PROPOSER'S QUALIFICATIONS:
Hidalgo County is soliciting to contract with a proposer who is qualified, licensed and certified. The proposer will directly perform the required services are required to have any and all applicable licenses, permits, credentials, qualifications to perform necessary services. Must submit any and all applicable licenses, permits, credentials, qualifications with RFP. Photostat copies are acceptable

PERSONNEL AND STAFFING:
The proposers should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the proposer's credentials, education and experience with other entities is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL:
This section will contain ***any/all*** licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as qualified.

If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

SCOPE OF SERVICES:

HARDWARE REQUIREMENTS

1. The time clock must provide biometric finger scanning capabilities.
2. The time clock must have at least 512K of RAM.
3. The time clock must have at least 256K of programmable flash memory.
4. The time clock must work in a single or multi-clock environment.
5. The time clock must be EIA Standard RS232 or RS485 compatible.
6. The time clock must provide an Ethernet 10/100 Base T with DHCP.
7. The time clock must have HID ProxPoint capabilities.
8. The time clock must provide power over Ethernet PoE capabilities.
9. The time clock must have optional support fur a UPS System.
10. The time clock must have on-board setup and diagnostic utilities.
11. The time clock must have a four-line display.
12. The time clock must accept both 12 and 24-hour formats.
13. The time clock must be able to stand-alone and connect on demand or at pre-scheduled times to Hidalgo County's time clock server.

PROGRAMMING REQUIREMENTS

1. The time clock must provide programming capabilities to interface with Hidalgo County' existing time clock software.
2. The programming application must be able to define commands by transaction type: On-line interactive, batch mode, or Internet mode.
3. The programming application must be able to provide complete control over the entry, filtering, and validation of data.
4. The programming application must be able to validate tables, manage schedules, employees, and departments.
5. The programming application must be able to provide Biometric template management.

6. The programming application must be able to provide several levels of supervisor over ride capabilities.
7. The programming application must allow for PIN's to be attached to employees or selected functions.
8. The programming application must be able to define meal and grace periods and lengths.
9. The programming application must support WEM encryption.
10. The programming application must allow for employee prompting, which includes messages that can be changed, updated for one or all employees and support multiple languages.
11. The programming application must be able to display the employee name at punch.
12. The programming application must be able to define badge number length with or without padding.
13. The programming application must provide supervisor levels to be linked to an employee to control schedule overrides, miss punches, and biometric enrollment.
14. The programming application must be able to restrict the times employee can punch in or out including grace periods.
15. The programming application must provide employees to view schedules, week-to-date hours, and last punch.
16. The programming application must provide the ability to actuate bells/alarms.
17. The programming application must be able to provide a valid table of badges that can be set up for visiting employees with expiration dates.
18. The programming application must automatically adjust for Daylight Savings Time.
19. The programming application must restrict employees from double punching by not allowing the employee to use the clock for a defined period of time from the last punch.

WARRANTY and SUPPORT REQUIREMENTS

1. Must be able to provide on-hand local support.
2. Must be able to provide a 24-hour quick exchange on all time clocks under warranty.
3. Must be able to provide training to departments and staff on time clock

4. Must be able to provide a yearly warranty and support agreement.

5. Must be able to provide a four-hour response to all support issues.

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
Proposer(s) is to provide a proposed fee on proposal page based on the scope of services/work requested.

All/Any costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

NUMBER OF COPIES TO BE SUBMITTED:
Hidalgo County requires one (1) original submittal and seven (7) copies.

SECTION III – SELECTION/EVALUATION/RANKING

SELECTION/EVALUATION/RANKING PROCESS:

The evaluation consists of a 100-point scoring system based on the "Evaluation Criteria"-Exhibit B. Those found to be incomplete, or which fail to address the needs of the County as stated herein, will not be evaluated. Only those proposals furnished complete, with all required documentation, will be evaluated. Proposers are urged to initially submit their best offer. An award (if any) will be made to that proposer whose proposal is deemed most advantageous to, and the best interest of, the County.

The County's IT Director-Renăn Ramierz, will review all proposals for completeness. After a preliminary evaluation of the technical criteria, the cost factor will be included in the evaluation process. Cost will be evaluated on an equal basis with the technical criteria.

(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 bee reviewed, scored and evaluated, the committee will present the grid to the Hidalgo County Commissioners Court for the purposes of ranking.

1. **Responsiveness to the Request for Proposal (25 Points)**
   a) Requested information included and thoroughness of response.
   b) Understanding and acceptance of the scope of service.
   c) Acceptance of the RFP and Contract requirements.
   d) Clarity and conciseness of the response.

2. **Economic evaluation of the Proposed Fee Schedule (50 Points)**

3. **Capability to provide the services requested (25 Points)**

a) Background of Proposer and support personnel, including professional qualifications and length of time working in Proposers capacity.
b) Relevant experience with public entity clients, especially governments including problems experienced with those clients and Proposers solutions.
c) Specific experience with public entity clients, especially governments including problems experienced with those clients and Proposers solutions.
d) Other resources, including total number of employees.
e) References with contact names and telephone numbers.

NEGOTIATION PROCESS:

Compliance with all requirements and scope of services of RFP, the most proposed productive, qualified, experience, efficient and effective proposal in order will be reviewed and considered. Emphasis will be placed on qualifications, experience, capability to perform the services as well as the best proposal, and meeting the needs of the RFP. Accuracy and completeness are essential and Hidalgo County reserves the right to reject any and all RFPs.

RFP SUBMITTED TO: An original and seven (7) copies of RFPs should be submitted to:

US Postal Mail Address:	**Physical Address:**
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

RFPs must be submitted by **no later than 9:30 a.m. on Wednesday, October 15, 2008.**
All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

EXHIBIT "B"
PAYMENT SCHEDULE
BEST AND FINAL OFFER
(BAFO)

YAHOO! MAIL Classic

Re: Re: Negotiation Process For RFP NO: 2008-386-10-15-TIME CLOCKS (Equipment and Warranty)

Tuesday, December 9, 2008 3:04 PM

From: "Lee Gonzalez" <lee@lavaconcepts.com>
To: garcia_vangie@yahoo.com
Cc: renan@co.hidalgo.tx.us, martha.salazar@co.hidalgo.tx.us, darlene.betancourt@co.hidalgo.tx.us
Time Clock Final Quote001.pdf (1142KB)

Attached is my best and final offer.

Thank You,

Lee Gonzalez
LAVA Concepts & Consulting
(956)648-9559

From: Vangie Garcia <garcia_vangie@yahoo.com>
To: lee@lavaconcepts.com
Cc: renan@co.hidalgo.tx.us; martha.salazar@co.hidalgo.tx.us; darlene.betancourt@co.hidalgo.tx.us
Sent: Tuesday, December 9, 2008 11:43:12 AM
Subject: Fw: Re: Negotiation Process For RFP NO: 2008-386-10-15-TIME CLOCKS (Equipment and Warranty)

FINAL NOTICE

Lee,
Just to let you know that I need to close out this project by the end of this month. I need you "Best And Final Offer" for the above-referenced project. Please remit by today, December 9, 2008, 4:00 p.m. .

I spoke to Shelley from your office yesterday, Monday, December 8, 2008 and she assured me that you would submit and respond by the end of the day, which I did not receive. Let this notice serve as a final attempt in requesting for a "Best And Final Offer".

Should you have any questions, please call me. Thank you.

--- On **Fri, 12/5/08, Vangie Garcia** <***garcia_vangie@yahoo.com***> wrote:

> From: Vangie Garcia <garcia_vangie@yahoo.com>
> Subject: Fw: Re: Negotiation Process For RFP NO: 2008-386-10-15-TIME CLOCKS (Equipment and Warranty)
> To: lee@lavaconcepts.com
> Cc: renan@co.hidalgo.tx.us
> Date: Friday, December 5, 2008, 9:59 AM

Hidalgo County
Martha L. Salazar, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building; 2802 S. Business Hwy, 281
Edinburg, Texas 78539

LAVA
CONCEPTS & CONSULTING

Time Clock Quote

This quotation is the final price based upon final negotiations and may not be subject to change.

Item #	Description	Qty	Unit Price	Subtotal
	Hardware Solution			
	Lava Series 2 with E-Finger Scanner Base Unit Includes Ethernet 10/100Base T w/DHCP (Add $50 for Power Supply if not using PoE)	1	$2300	**$2500**
	HID ProxPoint Reader	1	400	**$400**
	PoE Board	1	200	**$200**
	UPS	1	100	**$100**
	Optional Maintenance Solution			
	Annual Quick Exchange Hardware Support	1	$600	**$600**
			Total:	**$3800**

The Annual Quick Exchange Hardware Support is included for the first year on Purchases over 10 units

Pricing Includes all items discussed in the RFP Requirements Letter and Final Negotiations

Rupert Lee Gonzalez
Printed Name

12/09/2008
Date

Signature

Owner
Title

Request for Proposal

"HIDALGO COUNTY-TIME CLOCK (EQUIPMENT and WARRANTY)"

RFP NO: 2008-386-10-15-VYG

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned proposer proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned proposer further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

Proposer: [signature] - Law Concepts & Consulting

Address: 135 Paseo del Prado

Suite # 55

Edinburg, TX 78539

By: [signature]

Printed Name: Roberto Lee Gonzalez

Annual Quick Exchange Hardware Support

The Annual Quick Exchange Hardware Support provides coverage for mechanical failure, electrical failure, or failure due to normal wear and tear. If the time clock fails due to an Operational Failure, Lava Concepts & Consulting will repair the time clock within 30 days if repairable, or if not repairable, Lava Concepts & Consulting will replace it with the same or a time clock of comparable kind and quality, within twenty-four hours. A loaner time clock can be requested if a time clock is under repair. Replacement equipment may be reconditioned. If you receive a replacement time clock, Hidalgo County needs to return the malfunctioning time clock or pay a non-returned equipment charge of $3000. The Program does not cover:

1. Abuse, misuse, water damage, or negligence.
2. Incidental or consequential damages.
3. Cracked displays unless resulting from normal wear and tear or defect in parts or manufacturing.
4. Changes or enhancements in color, texture, finish, expansion, contraction, or any cosmetic damage to the time clock however caused, including, but not limited to, scratches and marring, that do not affect the mechanical or electrical function of the time clock.
5. Failures caused by acts of God, fire, flood, explosion, war, terrorism, strike, embargo, acts of the government, military authority, or the elements.
6. UPS battery.

EXHIBIT "C"
INSURANCE REQUIREMENTS

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE 4/22/2008

PRODUCER
TECHINSURANCE
1301 Central Expy South, Suite 115
Allen, TX, 75013
(800) 668-7020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
Ruperto Lee Gonzalez dba Lava Concepts & Consulting
3908 Warbler Ave
Mcallen, TX 78504

INSURER A: The Hartford
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	46SBMUB0851	3/27/2008	3/27/2009	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
	EXCESS LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
	OTHER PROFESSIONAL LIABILITY (Errors & Omissions) FIDELITY BOND (Third Party Employee Dishonesty) EMPLOYMENT PRACTICES LIABILITY				CLAIMS-MADE OCCURRENCE AGGREGATE EACH OCCURRENCE EACH OCCURRENCE	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Note: General Liability Exclusion - Testing or Consulting Errors and Ommissions Form SS05090300

CERTIFICATE HOLDER | ADDITIONAL INSURED; INSURER LETTER:

Hildago County
100 E. Cano
Edinburg, TX 78540

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25-S (7/97)

© ACORD CORPORATION 1988

CERTIFICATE OF INSURANCE

SUCH INSURANCE AS RESPECTS THE INTEREST OF THE CERTIFICATE HOLDER NAMED BELOW WILL NOT BE CANCELED OR OTHERWISE TERMINATED WITHOUT GIVING 10 DAYS PRIOR WRITTEN NOTICE TO THE CERTIFICATE HOLDER, BUT IN NO EVENT SHALL THIS CERTIFICATE BE VALID MORE THAN 30 DAYS FROM THE DATE WRITTEN. THIS CERTIFICATE OF INSURANCE DOES NOT CHANGE THE COVERAGE PROVIDED BY ANY POLICY DESCRIBED BELOW.

This certifies that:
- ☒ STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY of Bloomington, Illinois
- ☐ STATE FARM FIRE AND CASUALTY COMPANY of Bloomington, Illinois
- ☐ STATE FARM COUNTY MUTUAL INSURANCE COMPANY OF TEXAS of Dallas, Texas
- ☐ STATE FARM INDEMNITY COMPANY of Bloomington, Illinois, or
- ☐ STATE FARM GUARANTY INSURANCE COMPANY of Bloomington, Illinois

has coverage in force for the following Named Insured as shown below:

NAMED INSURED: RUPERTO LEE GONZALEZ - DBA LAVA CONCEPTS & CONSULTING

ADDRESS OF NAMED INSURED: 3908 WARBLER AVE., MCALLEN, TEXAS 78504

POLICY NUMBER	092 8994-A07-53D			
EFFECTIVE DATE OF POLICY	JULY 7, 2008	THRU JULY 7, 2009		
DESCRIPTION OF VEHICLE (Including VIN)	2008 TOYOTA HIGHLANDER JTEDS42A382060469			
LIABILITY COVERAGE	☒ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO
LIMITS OF LIABILITY a. Bodily Injury Each Person	100,000			
Each Accident	300,000			
b. Property Damage Each Accident	100,000			
c. Bodily Injury & Property Damage Single Limit Each Accident				
PHYSICAL DAMAGE COVERAGES a. Comprehensive	☒ YES ☐ NO $ 500 Deductible	☐ YES ☐ NO $ Deductible	☐ YES ☐ NO $ Deductible	☐ YES ☐ NO $ Deductible
b. Collision	☒ YES ☐ NO $ 500 Deductible	☐ YES ☐ NO $ Deductible	☐ YES ☐ NO $ Deductible	☐ YES ☐ NO $ Deductible
EMPLOYERS NON-OWNED CAR LIABILITY COVERAGE	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO
HIRED CAR LIABILITY COVERAGE	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO
FLEET - COVERAGE FOR ALL OWNED AND LICENSED MOTOR VEHICLES	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO

Signature of Authorized Representative | AGENT (Title) | 53-6426 (Agent's Code Number) | 12/10/08 (Date)

Name and Address of Certificate Holder	Name and Address of Agent
HIDALGO COUNTY	LEONEL LEO RODRIGUEZ 740 NOLANA, SUITE #4 MCALLEN, TEXAS 78504

INTERNAL STATE FARM USE ONLY: ☐ Request permanent Certificate of Insurance for liability coverage.
☐ Request Certificate Holder to be added as an Additional Insured.

122429.3 Rev. 07-26-2005

Affidavit & Indemnity Agreement

Date: 12/10/2008

Affiant: Ruperto Lee Gonzalez

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant.

Affiant **Ruperto Lee Gonzalez** states he is a sole proprietor doing business as **Lava Concepts & Consulting** with Hidalgo County under **Contract #08-386-12-16** dated 12/16/08 Affiant will provide services for **Hidalgo County-Time Clocks (Equipment and Warranty)** under a Hidalgo County Purchase Order #_____ as approved on **December 16, 2008.**

Affiant further states that he has no employees and does not anticipate employing any during the term of this contract. In the event Affiant does employee any staff during the contract, Affiant shall immediately notify Hidalgo County and obtain the Workers Compensation required by law. Affiant further acknowledges that failure to do so will result in cancellation of the purchase order.

Affiant agrees to indemnity, defend and hold harmless the County of Hidalgo and its agents, employees and elected officials from and against any and all claims, suits, demands and causes of action, of any kind or nature, arising out of or in any way relating to the services performed by Affiant

Further Affiant sayeth not.

/Rupert Lee Gonzalez

Printed Name of Affiant

SWORN AND SUBSCRIBED TO under oath before me on December 10, 2008

YUNUEN GUTIERREZ
My Commission Expires
October 23, 2010

Notary Public, State of Texas

AI-12959 **19.B.1.**

Pct 1-WA #8-L&G Engineering Laboratory, LLC-C-07-264-08-14

CC REGULAR

Date:	12/23/2008
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Prct. 1

Information

CAPTION

Presentation for consideration, discussion, acceptance and approval of Work Authorization #8 with L & G Engineering Laboratory, LLC for the provision of "Construction Materials Testing Services" (through contract #C-07-264-08-14) for: Mile 16 (between FM 1015 & 4 West) & Mile 13 1/2 (between FM 1015 & 4 West) project.

BACKGROUND

WA# 8-L&G Engineering Laboratory

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1336-431-00-121-041-0-731

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

BUDGETARY IMPACT:

Available balance as of 12/18/08; $215,263.02

Estimated costs for work authorization is $7,197.45

Attachments

Link: WA #8-L&GEngineering Lab

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/18/2008 02:17 PM	APRV
2	Budget & Management	Veronica Lopez	12/18/2008 02:55 PM	APRV
3	Roland Garcia	Rolando Garcia	12/18/2008 04:20 PM	APRV
4	Auditor's Office		12/19/2008 05:13 PM	NEW

Form Started By: Letty Saenz Started On: 12/18/2008 08:24 AM

Final Approval Date: 12/19/2008

HIDALGO COUNTY

Professional Engineering Services
Contract # C-07-264-08-14
Work Authorization Form

WORK AUTHORIZATION NO. 08

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, L&G Engineering Laboratory, LLC, professional engineers of Mercedes, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide **Construction Materials Testing Services for Mile 16 (between FM 1015 & 4 West) & Mile 13 1/2 (between FM 1015 & 4 West) Project in Hidalgo County Precinct No. One (1)**.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$7,197.45**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D"**.

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 5.1 of the Agreement.

PART 4. FUNDING

This Work Authorization No.08 shall be funded through funding source:
Account No._____.
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION
Acknowledgement and confirmation by Hidalgo County Precinct No.1 Commissioner Sylvia Handy as to content and detail of this Work Authorization No. # 08.

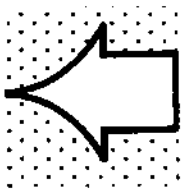
HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 1:
BY:_____

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____as indicated below and effective as of _____ day of _____, 2008.

THE ENGINEER:
L&G ENGINEERING LABORATORY, LLC

By: Jacinto Garza

THE OWNER:
HIDALGO COUNTY



By: Juan D. Salinas, III, County Judge

ATTEST:

by: Arturo Guajardo, J.R. - County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

ATTACHMENT "A"
Scope of Services (Owner)

PROJECT: **Mile 16 (between FM 1015 & 4 West) & Mile 13 1/2 (between FM 1015 & 4 West) Construction Project in Hidalgo County Precinct No. One (1)**

SERVICES TO BE PROVIDED BY OWNER

The County of Hidalgo will provide **L&G Engineering Laboratory, LLC** with **Construction Documents, Plans and Specifications** for the **Mile 16 (between FM 1015 & 4 West) & Mile 13½ (between FM 1015 & 4 West) Construction Project.**

ATTACHMENT "B"
Scope of Services (Engineer)

PROJECT: **Mile 16 (between FM 1015 & 4 West) & Mile 13 1/2 (between FM 1015 & 4 West) Construction Project in Hidalgo County Precinct No. One (1)**

GENERAL SCOPE OF WORK

The Scope of Work will entail providing **The County of Hidalgo** with **Construction Materials Testing Services.**

The Scope of Work is identified as follows:

- ***Construction Materials Testing Services***

L&G Engineering Laboratory will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Contract: The work is as follows:

Construction Materials Testing Services

L&G Engineering Laboratory, L.L.C. will provide **The County of Hidalgo** with **Construction Materials Testing Services** for the **Mile 16 & Mile 13 1/2 (between FM 1015 & 4 West) Construction Project in Hidalgo County Precinct No. One (1).**

The services to be provided are as follows:

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Roads and Bridges to determine compliance of these materials with project plans and specifications.
- Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
- Field sampling and testing of fresh concrete, and Laboratory testing of hardened concrete to determine compliance with project plans and specifications.
- Field Compaction testing of Asphalt to ensure proper compaction during lay down operations.
- Field inspection, sampling and laboratory testing of Asphalt materials to determine their materials properties and their compliance with project plans and specifications.
- Any additional laboratory testing as required/requested by **The County of Hidalgo and the project plans and specifications.**

- Provide accurate and timely reports to **The County of Hidalgo** and all/other recipients as designated by the County.

Engineering Services

L&G Engineering Laboratory, L.L.C. will provide an engineer's review of all test results to determine compliance with all project plans and specifications.

Scheduling of Services

L & G Engineering Laboratory is prepared to make a commitment to **The County of Hidalgo's** materials testing needs. L & G Engineering Laboratory makes every effort to respond to its clients as requests are received, and every effort will be made to keep scheduling conflicts to a minimum. As any other firm or business providing a service, L & G Engineering Laboratory prefers to schedule field and laboratory work with as much advance notice as possible. L & G Engineering Laboratory understands; however, that certain situations may occur when the Client may have a need for Materials Testing Services with as little or no advance notice. During these instances, L & G Engineering Laboratory will make every effort to dispatch personnel to the project within one (1) hour of the Client's request for services.

ATTACHMENT "C"
Work Schedule

PROJECT: **Mile 16 (between FM 1015 & 4 West) & Mile 13 1/2 (between FM 1015 & 4 West) Construction Project in Hidalgo County Precinct No. One (1)**

Work Schedule

L&G Engineering Laboratory will provide **Hidalgo County Pct. # 1** with **Construction Materials Testing Services** as outlined in **Contract Agreement C-07-264-08-14.**

ATTACHMENT "D"
Cost Proposal

PROJECT: **Mile 16 (between FM 1015 & 4 West) & Mile 13 1/2 (between FM 1015 & 4 West) Construction Project in Hidalgo County Precinct No. One (1).**

See Attached

Attachment I

Mile 13 1/2 (between FM 1015 & Mile 4 West)(Approx. 5,280 L.F.)

Prepared For Hidalgo County Pct. No. 1

Asphalt Testing Fees and Laboratory

Tech Time	8	Hrs.	$53.40	$427.20
Trip Charge	60	MI	$0.46	$27.60
Rolling Patterns	4	Ea.	$34.85	$139.40
Laboratory Molded (gs)	2	Pr.	$91.90	$183.80
%AC-Grad	2	Ea.	$203.25	$406.50
Rice Gravity (gr)	2	Ea.	$101.30	$202.60
Reports	6	Ea.	$18.00	$108.00
Asphalt Thickness	10	Ea.	$58.10	$581.00
Eng. Spec.	3	Hrs.	$104.50	$313.50
Engineer	3	Hrs.	$139.40	$418.20
			Sub.	$2,807.80

Total Estimated Materials Testing Fees $2,807.80

Attachment I
Mile 16 (between FM 1015 & Mile 4 West)(Approx. 1,701L.F.)
Prepared For Hidalgo County Pct. No. 1

In-Situ Subgrade Laboratory Testing				
Tech Time	3	Hrs.	$41.80	$125.40
Trip Charge	30	Mi	$0.46	$13.80
Proctor	1	Ea.	$179.95	$179.95
Atterberg	1	Ea.	$69.65	$69.65
Reports	2	Ea.	$20.60	$41.20
Eng. Spec.	0.5	Hrs.	$104.50	$52.25
Engineer	0.5	Hrs.	$139.40	$69.70
			Sub.	$551.95
In-Situ Subgrade Field Density Testing				
Tech Time	4	Hrs.	$41.80	$167.20
Trip Charge	60	Mi	$0.46	$27.60
Comp. Test	6	Ea.	$20.90	$125.40
Reports	2	Ea.	$20.60	$41.20
Eng. Spec.	1	Hrs.	$104.50	$104.50
Engineer	1	Hrs.	$139.40	$139.40
			Sub.	$605.30
Roadway Base Materials Testing - Laboratory				
Tech Time	3	Hrs.	$41.80	$125.40
Trip Charge	30	Mi.	$0.46	$13.80
Sieve Analysis	1	Ea.	$52.20	$52.20
Texas Wet Ball Mill	1	Ea.	$203.25	$203.25
Atterberg	1	Ea.	$69.65	$69.65
Moisture-Density Determ	1	Ea.	$179.95	$179.95
Reports	1	Ea.	$20.60	$20.60
Eng. Spec.	1	Hrs.	$104.50	$104.50
Engineer	1	Hrs.	$139.40	$139.40
			Sub.	$908.75
Base Material Field Density Testing				
Tech Time	4	Hrs.	$41.80	$167.20
Trip Charge	60	Mi	$0.46	$27.60
Comp. Test	6	Ea.	$20.90	$125.40
Reports	2	Ea.	$20.60	$41.20
Eng. Spec.	1	Hrs.	$104.50	$104.50
Engineer	1	Hrs.	$139.40	$139.40
			Sub.	$605.30
Asphalt Testing-Field and Laboratory				
Tech Time	6	Hrs.	$53.40	$320.40
Trip Charge	90	Mi	$0.46	$41.40
Rolling Patterns	2	Ea.	$34.85	$69.70
Laboratory Molded (ga)	1	Pr.	$91.90	$91.90
%AC-Grad	1	Ea.	$203.25	$203.25
Rice Gravity (gr)	1	Ea.	$101.30	$101.30
Reports	3	Ea.	$18.00	$54.00
Asphalt Thickness	6	Ea.	$58.10	$348.60
Eng. Spec.	2	Hrs.	$104.50	$209.00
Engineer	2	Hrs.	$139.40	$278.80
			Sub.	$1,718.35

Total Estimated Materials Testing Fees $4,389.65

SYLVIA S. HANDY
COUNTY COMMISSIONER, PCT. 1

(956) 968-8733 FAX(956) 973-7804
1902 JOE STEPHENS AVE.
Weslaco, Texas 78596

FAX COVERSHEET

To:	Purchasing Dept	**From:**	Noe Montez
	Attn: letty		
Fax:		**Pages:**	10
Phone:		**Date:**	12/17/08
Re:	Work auth 8	**CC:**	

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

• **Comments**

Please place the following work auth #8 from L & G Engineering laboratory on the next cc meeting for approval. Acctn 8-1336-431-00-121-041-0-731.

Thanks

Noe Montez

NOTICE OF CONFIDENTIALITY

THE INFORMATION CONTAINED IN THIS FACSIMILE MESSAGE IS LEGALLY PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPY OF THIS TELECOPY IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS TELECOPY IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE AND RETURN THIS MESSAGE TO US AT THE ABOVE ADDRESS VIA THE UNITED STATES POSTAL SERVICE. THANK YOU.

AI-12910 **19.B.2.**

Pct 1 Projects

CC REGULAR

Date:	12/23/2008
Submitted By:	Gricelda Villarreal, PURCHASING DEPT.
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Prct. 1

Information

CAPTION

A. Recommending bid award to the lowest bidder meeting all specifications and/or requirements for the request for bids No.: 2008-251-12-10CGV-Hauling Services for Millings Materials for Prct. No. 1" with approval of contract.
B. Recommending bid award to the sole participant received for the request for bids No.: 2008-757-12-10CGV-Aggregate Limestone Grade 4 for Prct. No. 1 with approval of contract.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1201-431-00-121-005-0-346

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

BUDGETARY IMPACT:

Available balance as of 12/18/08; $20,678.19; For Hauling Services

FISCAL YEAR: 2008 **ACCT. #:** 8-1201-431-00-121-005-0-673

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

BUDGETARY IMPACT:

Available balance as of 12/18/08; $4,110.06; For Limestone material

Attachments

Link: Tabulation Sheets

Link: Hauling Exhibits

Link: Limestone Exhibits

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/18/2008 08:33 AM	APRV
2	Roland Garcia	Rolando Garcia	12/19/2008 11:29 AM	APRV
3	Auditor's Office		12/19/2008 05:13 PM	NEW

Form Started By: Gricelda Villarreal Started On: 12/17/2008 01:37 PM

Final Approval Date: 12/19/2008

Memorandum

To: Purchasing Dept.

Attn: Cris Villarreal

From: Noe Montez

Date: 12/16/2008

Re: 2008-251-12-10-cgv/ and 2008-424-12-10-cgv

Please be advised that Pct. 1 is recommending the following awards:

Please award to Universal Truckers due to low bidder meeting all specs for Bid No. 2008-251-12-10CGV- Hauling of Millings Materials-

Please award to Border Pacific Railroad for sole bidder for Bid No. 2008-424-12-10CGV.

Please place item on next cc for approval.

Thanks

Noe Montez

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Hon. Sylvia Handy, Commissioner
Hidalgo County Precinct No. 1

ATTN: Mr. Noe Montez

FROM: Cris Villarreal, Buyer CV.
Hidalgo County Purchasing Department

DATE: December 12, 2008

RE: Bid No.'s: **2008-251-12-10CGV**- "Hauling Services of Millings Material; **2008-424-12-10CGV**-Aggregate Limestone Grade 4", projects.

Enclosed, for your review, comments and recommendations, please find a copy of the bids received for the above referenced projects.

Please submit your recommendations including budget information no later than Wednesday, **December 17, 2008**, by **2:00 P.M.** in order to place on the next Commissioner's Court Meeting **Tuesday, December 23, 2008** for award of bids.

Border Pacific - Sole Bid
Universal — Low Bid

If you have any questions, please call me at 318-2626.

APPROVE ☑ DISAPPROVE ☐

FUNDS AVAILABILITY: ✓ Yes / _____ No / _____ Other (specify)_____

BUDGET ACCOUNT #'s: 8-1201-431-00-121-005-0-346 - Haulings
8-1201-431-00-121-005-0-673 - Mater. s

Noe Montez 12/16/08

AUTHORIZED SIGNATURE PRINTED NAME DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 or 292-7612.

Enclosures

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: Hidalgo County Precinct No. 1

BID OPENING DATE: December 10, 2008 | **BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "Hauling Services for Millings Material for Precinct No. 1"

BID NO: 2008-251-12-10CGV

BID # RFB#	NAME OF COMPANY	UNIT PRICE	TOTAL PRICE	BID BOND OR CHECK INCLUDE
#1	Universal Truckers, Inc Alamo, Tx	See Grid		
#2	Roy's Hauling Services Edinburg, Tx	See Grid		
#3				
#4				
#5				
#6				
#7				
#8				
#9				
#10				

HIDALGO COUNTY PRECINCT NO. 1
"HAULING SERVICES FOR MILLINGS"
2008-251-12-10CGV

BID TABULATION GRID

Radius	Name of Participant: **Universal Truckers, Inc.**			Name of Participant: **Roy's Hauling Service, Inc.**		
Sample:	Total Cost per Cubic Yard	Fuel Cost Percentage	Current/Base Fuel Cost	Total Cost per Cubic Yard	Fuel Cost Percentage	Current/Base Fuel Cost
01-10 miles	$3.25	30%	$.98	$3.75	75%	$2.81
11-20 miles	$4.00	30%	$1.20	$4.45	75%	$3.34
21-30 miles	$4.75	30%	$1.43	$5.30	75%	$3.98
31-40 miles	$5.50	30%	$1.65	$6.00	75%	$4.50
41-50 miles	$6.25	30%	$1.88	$6.70	75%	$5.03
51-60 miles	$7.00	30%	$2.10	$7.40	75%	$5.55
61-70 miles	$7.75	30%	$2.33	$8.30	75%	$6.23

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: Hidalgo County Precinct No. 1

BID OPENING DATE: December 10, 2008 | **BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: RFB-Aggregate Limestone Grade 4 for Precinct No. 1

BID NO: 2008-424-12-10CGV

BID # RFB#	NAME OF COMPANY	UNIT PRICE	TOTAL PRICE	BID BOND OR CHECK INCLUDE
#1	Border Pacific Railroad Rio Grande City Tx	Opt. 1 $21.81	$21.81	
#2		Opt. 2 $13.48	$13.48	
#3				
#4				
#5				
#6				
#7				
#8				
#9				
#10				

EXHIBIT "A"
SPECIFICATIONS

EXHIBIT "A"
SPECIFICATIONS/REQUIREMENTS/INFORMATION TO BIDDER

HIDALGO COUNTY PRECINCT NO. 1
"HAULING SERVICES FOR MILLINGS"
2008-251-12-10CGV

SECTION I - SPECIFICATIONS

It is intended that all hauling of millings material will be within the Hidalgo County Precinct # 1 and will be awarded on a per cubic yard basis, per mile radius. This bid price will be for the duration of one (1) year with the County's option to renew for an additional one (1) year. Hauling services will be on an **"As Needed Basis"** by the precinct.

1. Millings will be hauled from location of material. (Precinct will load the millings material from project site for vendor to haul to designated area.

2. Due to the size of Hidalgo County Precinct No. 1 and the various location sites throughout, no specific origin or destination sites can be specified.

3. Hidalgo County reserves the right to award the bid on a lump sum basis to one bidder or to multiple bidders if the County determines it is in its best interest to do so.

4. **Bid price for the services must be per cubic yard basis, per mile radius on an "As Needed Basis".**

5. Bid award will be based on the low bid per cubic yard basis per mile radius listed on the bid page form.

6. Hidalgo County Precinct No. 1 is requesting the minimum of **Ten (10) vendor owned and/or leased hauling trucks** that will be available for this bid with a minimum of twenty-two (22) tons per load. **Please note the make, year, model and capacity of your hauling trucks on Exhibit "E".**

7. The bidder(s) awarded the contract must furnish proof of possessing all necessary licenses, ownership (title for all owned vehicles) and permits and also provide evidence of the required insurance as outlined in Exhibit "C". Copies of all licenses, permits and insurance coverage must be submitted to the Hidalgo County Purchasing Department upon bid award.

8. The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and that subcontractor has obtained the required insurance.

9. **Bidder(s) will be required to complete and submit the Supplemental Hauling Data Sheet for every driver as detailed in Attachment "I" upon bid award.**

10. **All applicable forms in this packet must be filled out in its entirety and submitted with bid response. Incomplete sections may be considered for probable cause of disqualification and/or non-compliance**.

11. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

SECTION II - OTHER/ADDITIONAL INFORMATION

- All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

- Term of Contract shall be for the period of one (1) year with the County's option to extend for one (1) additional year on an "As Needed Basis" under the same rates, terms and conditions.

- The County of Hidalgo Precinct # 1 reserves the right to continue this bid for an additional sixty (60) day Grace Period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1. **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

    a. A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

    b. The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.

c. The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

d. No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

e. The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

DISCLOSURE OF CONFLICT OF INTEREST: Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of

Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE REPONSIBILITY OF THE PROSPECTIVE PARTICIPANT.**

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals or statement of qualifications be addressed to Martha L. Salazar, CPPB/Purchasing Agent at 2802 So. Business Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED. ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, December 3, 2008, by 5:00 P.M. at (956) 318-2629. Responses to said inquires will be sent to all applicants via facsimile by no later than 5:00 P.M., Friday, December 5, 2008.**

EXHIBIT "B"
PAYMENT SCHEDULE

HIDALGO COUNTY
"HAULING SERVICES FOR MILLINGS MATERIAL FOR PRECINCT NO. 1"
BID NO. : 2008-251-12-10CGV
BID FORM

Part I. Award will be based on the lowest bid per cubic yard per mile radius meeting all requirements.

Radius	Total Cost Per Cubic Yard	Fuel Cost Percentage Per Cubic Yard	Current/Base Fuel Cost
Sample:	**$ 3.00**	**25%**	**.75**
01-10 Miles	$ 3.25	30%	$ .98
11-20 Miles	$ 4.00	30%	$ 1.20
21-30 Miles	$ 4.75	30%	$ 1.43
31-40 Miles	$ 5.50	30%	$ 1.65
41-50 Miles	$ 6.25	30%	$ 1.88
51-60 Miles	$ 7.00	30%	$ 2.10
61-70 Miles	$ 7.75	30%	$ 2.33

Part II. **BID PRICE ADJUSTMENT BY HIDALGO COUNTY PRECINCT NO. 1**

If at the time of bid opening South Texas is experiencing historic high fuel prices, then Hidalgo County is requesting pricing adjustments based on the following:

A Fuel Cost Base Bid Price for project will be based on the OPIS Fuel Index for December 9, 2008. For each 10% (increase or decrease) in the OPIS Index of December 9, 2008 during the contract term, the fuel cost(s) portion of the awarded bid price(s) will be adjusted accordingly. (As per above samples, a 10% increase is reflected as follows: $ 1.00=$1.10 and $ 1.10=$1.21; a 10% decrease is reflected as follows: $1.00=$0.90 and $1.10=$0.99)

In the event you submit an invoice reflecting a price change under this provision, Hidalgo County will only honor the change if a copy of the OPIS report on which the change is based accompanies the invoice. Additionally, the Hidalgo County reserves the right to independently verify changes in OPIS pricing and to modify an invoice amount based on a 10% change in the OPIS Index.

In determining whether price changes are permitted hereunder, vendor must submit the appropriate OPIS Index is the index issued of the date of the vendor's billing invoice.

Acknowledgment and agreement to Bid Price Adjustment Part I & II for the term of the contract including any grace period extension.

Signature of Bidder

12/9/2008
Date

EXHIBIT "C"
INSURANCE
REQUIREMENTS

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/23/2008

PRODUCER
H. CAMPOS INSURANCE AGENCY
115 S. CAGE BLVD
PHARR, TX 78577

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Bernardo Saenz Jr. Dba Universal Truckers, Inc.
P.O. Box 653
Alamo Tx, 78516

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Southern County Mutual Ins. Co.	
INSURER B:	Republic Lloyds Ins. Co.	
INSURER C:	Texas Workforce Co.	
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY					
		X COMMERCIAL GENERAL LIABILITY	LGL-100876-05	4/23/2008	4/23/2009	EACH OCCURRENCE	$ 1,000,000.00
		CLAIMS MADE OCCUR				DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000.00
						MED EXP (Any one person)	$ 5,000.00
						PERSONAL & ADV INJURY	$ 1,000,000.00
						GENERAL AGGREGATE	$ 1,000,000.00
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$ 1,000,000.00
		POLICY PRO-JECT LOC					
		AUTOMOBILE LIABILITY					
		ANY AUTO				COMBINED SINGLE LIMIT (Ea accident)	$ 500,000.00
		ALL OWNED AUTOS	STC-555435-05	4/23/2008	4/23/2009		
		X SCHEDULED AUTOS				BODILY INJURY (Per person)	$
		HIRED AUTOS				BODILY INJURY (Per accident)	$
		NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				X WC STATU-TORY LIMITS OTH-ER	500,000.00
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	TSF-00317776-04	4/23/2008	4/23/2009	E.L. EACH ACCIDENT	$ 100,000.00
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$ 100,000.00
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

1999-FRHT#1FUYSZYBXXLA24186,1998-FRHT#1FUYSSEB3WL896863, 1997-FRHT#1FUYSSEB2VP704999
1998-FRHT#1FUYSZYB7WL972928,1999-FRHT#1FYPCDYB6XLA06750, 1999-FRHT#1FUYSZYB9XLA00798
1999-FRHT#1FUYSZYB8XLA58305, 1998-FRHT#1FUYSZYB1WL972696, 1994-FRHT#1FUYDXYB5RH657373
1999-FRHT#1FUYSZYBAXLA00773, 1998-FRHT#1FUYSZYBXWL973037, 1999-INTL#2HSFHAMR9XCO42968
1999-FRHT#1FUYDZYB7SP568525,2000-FRHT#1FUYS7PB3VL1328210,1995-VOLVO#4VIWDBJH8SN725853

CERTIFICATE HOLDER

Hidalgo County Precinct# 1
100 East Cano St.
Edinburg Tx. 78540

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08) © ACORD CORPORATION 1988

EXHIBIT "A"
SPECIFICATIONS

EXHIBIT "A"

HIDALGO COUNTY PRECINCT NO. 1
(all funding sources, i.e. R&B, CIP, and CAP)
"Aggregate Limestone Grade 4"
BID NO.: 2008-424-12-10CGV

SPECIFICATIONS:

I. INFORMATION / INSTRUCTIONS TO BIDDERS:

Hidalgo County Precinct No. 1 is requesting sealed bids for the purchase of Aggregate Limestone Grade 4, Type A (material). The material will be purchased on an "As Needed Basis" as required by Hidalgo County Pct. 1.

- Delivery hours: To be arranged by Precinct No. 1
- Delivery Location: Sunrise Hill Park located on Mile 11 N. and 1 ½ miles W from FM 1015, Weslaco Tx.
- Contact Person: Roman Rodriguez, Foreman
  (956) 968-8733

II. TERMS AND CONDITIONS:

a. Bid price shall be per ton.

b. The contract term will be for a period of one (1) year with county's option to extend the contract for an additional one (1) year under the same terms, conditions and costs remaining unchanged.

c. The County has the option to extend a 60 day grace period at the end of the contract for unforeseen delays on subsequent contract award. It is agreed and understood that Hidalgo County will purchase no more material than is needed. Prices must remain firm during the contract period unless modifications are agreed and approved by Hidalgo County Commissioners Court.

d. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County. Hidalgo County Precinct No. 1 reserves the right to hold the bids received for a period of (90) ninety days without taking action hereon.

e. Hidalgo County reserves the right to award the bid to one or multiple bidders whichever is in the best interest of the County.

f. Any contract awarded to a successful bidder will be in effect until: (a) the contract expires, (b) delivery and acceptance of products and/or performance of service ordered, (c) terminated by County with thirty (30) days written notice prior to cancellation.

g. The contract for the material shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a thirty (30) day written notice prior to any cancellation. The successful bidder must state in writing the reasons for such cancellation. Hidalgo County reserves the right to award canceled contract to next lowest bidder as it deems to be in the best interest of the County.

h. Insurance Certificates as per **"Exhibit C"** must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder.

i. In the event the material furnished does not meet all County's requirement (regardless of weather, test's acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for unused portion of material found to be unsatisfactory.

j. Hidalgo County reserves the right to seek purchases for **"Aggregate Limestone Grade 4, Type A"** from State Contracts whenever it is in the best interest of the County to do so.

k. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

l. **All applicable forms in this packet must be filled out in its entirety and submitted with bid response. Incomplete sections may be considered for probable cause of disqualification and/or non-compliance.**

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

   a. A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory

or notification to the vendor of the price changes.

b. The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.

c. The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

d. No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

e. The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

III. ADDITIONAL INFORMATION

DISCLOSURE OF CONFLICT OF INTEREST: Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE REPONSIBILITY OF THE PROSPECTIVE PARTICIPANT.**

Further information required for this project can be addressed to, Hidalgo County Purchasing Department at (956) 318-2626. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Business Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED. ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, December 3, 2008, 5:00 P.M.** Responses will be sent to all applicants via facsimile by no later than, **5:00 P.M., Friday, December 5, 2008.**

EXHIBIT "B"
PAYMENT SCHEDULE

EXHIBIT "B"

HIDALGO COUNTY PRECINCT No. 1

"Aggregate Limestone Grade 4"
BID NO.: 2008-424-12-10-CGV

BID PAGE

MATERIAL: Aggregate Limestone Grade 4, Type A

Option I: Price per ton delivered to Pct. 1 Sunrise Hill Yard (located at FM 1015 and Mile 11- ½ M East	$ 21.81 per ton
Option II: Price per ton to be pick up at vendor location by Hidalgo County Precinct #1 located at: Physical location: 901 E 4th St Rio Grande City TX 78582	$ 13.48 per ton

Term: The term of the contract will be for a period of one (1) year with the County's option to extend the contract for an additional (1) year under the same rates, terms and conditions.

COMPANY NAME:	Border Pacific Railroad, D.B.A, Border Pacific materials	
ADDRESS:	P.O Box 156 / 901 E 4th st	
CITY/STATE/ZIP CODE:	Rio Grande City, TX 78582	
PHONE NUMBER:	956-487-5927	**CELLULAR NUMBER:**
FAX NUMBER:	956-487-4182 or 487-4678	
AUTHORIZED SIGNATURE:	Sofia Cantu	
PRINTED NAME:	Sofia Cantu	
TITLE:	Accounting Department Manager	
DATE:	12/10/08	

EXHIBIT "C"
INSURANCE
REQUIREMENTS

Client#: 3959 BORDPAC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/18/08

PRODUCER
Hilb Rogal & Hobbs
(956)682-9423 FAX(956)687-1286
1400 N McColl Rd Suite 105
McAllen, TX 78501

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Border Pacific Railroad
Fast Trucking Inc
P O BOX 156
Rio Grande City, TX 78582

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Steadfast Insurance Co.	26387
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	SCC382948806	05/15/08	05/15/09	EACH OCCURRENCE	$2,000,000
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		[X] CLAIMS MADE [ ] OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$4,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$
		[ ] POLICY [ ] PRO-JECT [ ] LOC					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO					
		ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		SCHEDULED AUTOS					
		HIRED AUTOS				BODILY INJURY (Per accident)	$
		NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		[ ] OCCUR [ ] CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Att. Cris

CERTIFICATE HOLDER

Hidalgo County Purchasing Dept.
2812 S. Business Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Brian E. Lewis

© ACORD CORPORATION 1988

AI-12937 **19.C.1.**

Approval of Contract for: Pct, 2 -Construction of McColl Irrigation Canal Siphon

CC REGULAR

Date:	12/23/2008
Submitted By:	Moises Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Prct. 2

Information

CAPTION

Presentation for consideration, discussion, acceptance, and approval of contract C-08-334-11-12 for “Hidalgo County Precinct No. 2-Construction of McColl Road Irrigation Canal Siphon" reviewed and approved as to foem by legal counsel, and previouslyawarded by Commissioners' Court on 11/12/2008.

BACKGROUND

See attached Contract and November 12, 2008 Agenda Minutes.

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1202-431-00-122-028-0-733

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

BUDGETARY IMPACT:

Available balance is $511,466.00 as of 12/18/08.

Attachments

Link: Contract

Link: Approval to award

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/18/2008 02:03 PM	APRV
2	Budget & Management	Veronica Lopez	12/18/2008 02:53 PM	APRV
3	Dale Kennan	Dale Kennan	12/18/2008 04:12 PM	APRV
4	Auditor's Office		12/19/2008 05:13 PM	NEW

Form Started By: Moises Salazar Started On: 12/17/2008 04:30 PM

Final Approval Date: 12/19/2008

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C-08-334-11-12

This Agreement, entered into this 12 day of November, 2008 by and between Hidalgo County (hereinafter called the "OWNER," and McAllen Construction, Inc. (a Texas corporation), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

CONSTRUCTION OF McCOLL ROAD IRRIGATION CANAL SIPHON

Hereinafter called the project, for the sum of Five Hundred Eleven Thousand Four Hundred Sixty Six Dollars and Zero Cents and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by R. Gutierrez Engineering Corporation, entitled the Architect/Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within 75 consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of $200.00 for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

IN WITNESS WHREOF, the parties to these present have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

APPROVED BY COMMISIONERS COURT ON, November 12, 2008.

CONTRACTOR: _____

Name of Firm: McAllen Construction, Inc.

Address: P.O. Box 3244 McAllen, TX 78502

Fed. I.D. # / S.S.##: 74-1457522

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the 15th day of December 2008, by Vice President (Title) of and on behalf of McAllen Construction, Inc. (A corporation)

MARIA E. DIAZ
Notary Public
STATE OF TEXAS
My Comm. Exp. 06-24-2010

Maria E. Diaz
Notary Public-Signature

APPROVED AS TO FORM:

Atlas & Hall, LLP

BY: _____
~~Atlas & Hall, LLP.~~

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COUNTY OF HIDALGO:

_____
Juan D. Salinas, III, County Judge

Bond # CA878 45 58

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that McAllen Construction, Inc. P.O. Box 3244, McAllen, TX 78502 (hereinafter called the Principal(s), as Principal(s), and Great American Insurance Company of New York hereinafter called the Surety(s), as Surety(s), are held and firmly bound onto Hidalgo County (hereinafter called the Oblige), in the amount of Five Hundred Eleven Thousand Four Hundred Sixty Six and 00/100---------- Dollars ($----------511,466.00----------) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Oblige, dated the 12th day of November, 2008, for the Construction of McColl Road Irrigation Canal Siphon

Which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided in said contract in accordance with the plans, specifications and contract documents, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Texas Government Code, Section 2253.021(c) for the beneficiaries described by such sub-section, and provisions of said Section to the same extent as if it were copied in length herein.

IN WITNESS WHEREOF, this instrument is executed in four counterparts, each one of which shall be deemed an original, this the 12th day of November A.D., 2008.

McAllen Construction, Inc.
Principal

ATTEST:

By:
Signature

(Principal) Secretary
(SEAL)

Witness to Principal
P.O. Box 3244
(Address)
McAllen, TX 78502
(City, State, Zip)

Trey Pebley
(Print / Type Name)
P.O. Box 3244
(Address)
McAllen, TX 78502
(City, State, Zip)

PAYMENT BOND (Continued)

Great American Insurance Company of New York
Surety

ATTEST:

By:
Attorney-in-Fact (Signature)

(Surety) Secretary
(SEAL)

Peggy Gonzalez, Attorney-in-Fact
(Print / Type Name)

Witness to Surety

P.O. Box 8550
(Address)

P.O. Box 8550
(Address)

Brownsville, TX 78526
(City, State, Zip)

Brownsville, TX 78526
(City, State, Zip)

Notes: Date of Bond must be prior to date of Contract.
Provide correct name of Contractor, indicate corporation, partnership or an individual, as case may be.
Provide correct name of Surety and Surety must attach its original power of attorney to this BOND.
If Contractor is partnership, all partners must sign and execute BOND.
Indicate County or Parish and State.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Trey Pesley, certify that I am the secretary of the corporation named as Principal in the BOND; that Trey Pesley who signed the BOND on behalf of Principal, was then VP of the corporation; that I know his or her signature, and his or her signature is genuine; and that the BOND was duly signed for and on behalf of the corporation by authority of its governing body.

Secretary's Signature

(Corporate Seal)

PERFORMANCE BOND

Bond # CA878 45 58

KNOW ALL MEN BY THESE PRESENTS, that McAllen Construction, Inc. P.O. Box 3244, McAllen, TX 78502 (hereinafter called the Principal(s), as Principal(s), and Great American Insurance Company of New York hereinafter called the Surety(s), as Surety(s), are held and firmly bound onto Hidalgo County (hereinafter called the Oblige), in the amount of Five Hundred Eleven Thousand Four Hundred Sixty Six and 00/100---------- Dollars ($----------511,466.00----------) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Oblige, dated the 12th day of November, 2008, for the Construction of McColl Road Irrigation Canal Siphon

Which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the plans, specifications and contract documents, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Texas Government Code, Section 2253.021 (b), for the benefit of Oblige and provisions of said Section to the same extent as if it were copied in length herein.

IN WITNESS WHEREOF, this instrument is executed in four counterparts, each one of which shall be deemed an original, this the 12th day of November A.D., 2008.

ATTEST:

(Principal) Secretary
(SEAL)

Witness to Principal
P.O. Box 3244
(Address)
McAllen, TX 78502
(City, State, Zip)

McAllen Construction, Inc.
Principal

By:
Signature

Trey Pesley
(Print / Type Name)
P.O. Box 3244
(Address)
McAllen, TX 78502
(City, State, Zip)

PERFORMANCE BOND (Continued)

ATTEST:

(Surety) Secretary
(SEAL)

Mary Edwards
Witness to Surety

P.O. Box 8550
(Address)

Brownsville, TX 78526
(City, State, Zip)

Great American Insurance Company of New York
Surety

By:
Attorney-in-Fact (Signature)

Peggy Gonzalez, Attorney-in-Fact
(Print / Type Name)

P.O. Box 8550
(Address)

Brownsville, TX 78526
(City, State, Zip)

Notes: Date of Bond must be prior to date of Contract.
Provide correct name of Contractor, indicate corporation, partnership or an individual, as case may be.
Provide correct name of Surety and Surety must attach its original power of attorney to this BOND.
If Contractor is partnership, all partners must sign and execute BOND.
Indicate County or Parish and State.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Trey Pesley, certify that I am the secretary of the corporation named as Principal in the BOND; that Trey Pesley who signed the BOND on behalf of Principal, was then VP of the corporation; that I know his or her signature, and his or her signature is genuine; and that the BOND was duly signed for and on behalf of the corporation by authority of its governing body.

Secretary's Signature

(Corporate Seal)

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 OF	ALL
CHRIS HUGHSTON	MARY EDWARDS	BROWNSVILLE, TEXAS	$75,000,000.
DAVID C. HUGHSTON			

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 17TH day of JUNE , 2008 .

Attest GREAT AMERICAN INSURANCE COMPANY OF NEW YORK

DAVID C KITCHIN (513-412-4602)

STATE OF OHIO, COUNTY OF HAMILTON-ss:

On this 18TH day of JUNE, 2008 , 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.

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 Divisional President, the Divisional Senior Vice President, the several Divisional Vice Presidents and Divisional 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, EVE CUTLER ROSEN, Senior Vice President, General Counsel & 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 12th day of November , 2008 .

GREAT AMERICAN INSURANCE COMPANY
GREAT AMERICAN INSURANCE COMPANY OF NEW YORK

IMPORTANT NOTICE:

To obtain information or make a complaint:

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

P. O. Box 149104
Austin, TX 78714-9104
FAX# 1-512-475-1771

Your notice of claim against the attached bond may be given to the Surety Company that issued the bond by sending it to the following address:

Mailing Address: Great American Insurance Company
580 Walnut Street
Cincinnati, OH 45202

You may also contact the Great American Insurance Company Claim Office by telephone at:

Telephone Number: (513) 369-5000

NOTICE-DISCLOSURE OF TERRORISM PREMIUM

The Terrorism Risk Insurance Act of 2002 establishes a program within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks. The Act applies when the Secretary of the Treasury certifies that an event meets the definition of an Act of Terrorism. The Act provides that, to be certified, an Act of Terrorism must cause losses of at least five million dollars and must have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest to coerce the government or population of the United States.

In accordance with the Terrorism Risk Insurance Act of 2002, we are providing this disclosure notice for all bonds on which Great American Insurance Company, its affiliates (including, but not limited to Great American Alliance Insurance Company, Great American Insurance Company of New York and Great American Assurance Insurance Company) is the surety.

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the terms of the Act. The federal share equals 90% of that portion of the amount of such insured losses that exceeds the applicable insurer retention.

This Coverage Part/Policy covers certain losses caused by terrorism. In accordance with the Federal Terrorism Risk Insurance Act of 2002, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to the coverage arising from losses for Terrorist Acts Certified under that Act.

The portion of your annual premium that is attributable to coverage for Terrorist Acts Certified under the Act is : $:00.

At this time Commissioner Garza returns.

C. Pct 2

1. **Recommending award of bid and approval of contract document to "Benardo Saenz Jr. dba Universal Truckers, Inc.", the lowest bidder meeting all specifications and/or terms and conditions as attached hereto for "Hidalgo County Pct 2 -Loading and Hauling of Dirt"(Bid No. 2008-337-10-15-MEG)**

   On motion of Commissioner Flores, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

   At this time Commissioner Garza steps out.

2. **Presentation for discussion, consideration and approval of proposal received from "The Playwell Group, Inc." awarded vendor through our membership/participation with TASB's BUYBOARD Cooperative Purchasing Program Contract #269-07, in the amount of $16,253.01 for the South Tower Road Multi-Purpose Facility (CRC). Bid No. 2008-445-otm**

   On motion of Commissioner Flores, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

3. **Approval of Request for Payment No. 1 in the amount of $31,955.63, from V-A Architecture, contracted architect for "South Tower Rd Park Project" C-07-042-04-17.**

   On motion of Commissioner Palacios, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

4. **Presentation for discussion, consideration, and approval to award proposal submitted by SimplexGrinnell LP through Hidalgo County's membership/participation with the Texas Multiple Award Schedule (TXMAS Contract-5-84070) in an amount not to exceed *$11,892.43,* for installation of additional surveillance cameras to Precinct #2 South Tower CRC/Park to include but limited to equipment, labor, installation set up and any other accessories as may be needed for a turnkey solution.**

   On motion of Commissioner Flores, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

5. **Presentation of bids received for the purposes of award for: "Hidalgo County Precinct No. 2-Construction of McColl Road Irrigation Canal Siphon" (RFB No. 08-334) to the lowest responsible bidder meeting all specifications including bid price clarification, as attached hereto, and as recommended by project engineering firm R. Gutierrez Engineering.**

   On motion of Commissioner Flores, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

AI-12944 **19.C.2.**

Request for Payment on Invoice No. 2618 & 2619 for R. Gutierrez Engineering CC REGULAR

Date: 12/23/2008
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Prct. 2

Information

CAPTION

Presentation for discussion, consideration, acceptance, and approval of request for payment of Invoice No. 2618 in the amount of $2,818.75 (RSW Unit #1 Subdivision) and invoice no. 2619 in the amount of $60,464.40 (Southfork Drainage Lateral) from R. Gutierrez Engineering Corporation, contracted project engineer for Precinct No. 2, after Auditor's review and processing procedures completed including authority for County Treasurer to issue payment(s)/check(s);

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1202-431-00-122-006-0-841
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

PO# 613161 has $12,000.00 available to pay pending Invoice # 2618.

FISCAL YEAR: 2008 **ACCT. #:** 8-1202-431-00-122-034-0-733
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

PO# 613776 has $342,501.00 available to pay pending Invoice# 2619.

Attachments

Link: Invoice 2618
Link: Invoice 2619

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/18/2008 02:09 PM	APRV
2	Budget & Management	Veronica Lopez	12/18/2008 02:54 PM	APRV
3	Dale Kennan	Dale Kennan	12/18/2008 04:44 PM	APRV
4	Auditor's Office		12/19/2008 05:13 PM	NEW

Form Started By: Rocio Villarreal Started On: 12/17/2008 04:55 PM

R. Gutierrez Engineering Corporation

130 E. Park
Pharr, TX 78577

Invoice Number: 2618
Wednesday, December 03, 2008

Invoice

To: Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577
Attention: Hector Palacios, Commissioner

Project: ENG08.024c RSW Unit #1 Subdivision
Construction Administration and Staking

Project Manager: Luis Nava
Professional Services for the Period: 11/01/2008 to 11/30/2008

Billing Group: 01 *Phased Fixed Fee*

Construction Administration and Staking

Contract #: *C-08-381-09-16(WA#3)(PO#613161)*

Billing Fee: $2,818.75

Phase	Phase Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee
November 2008	2,818.75	100.00	2,818.75	0.00	2,818.75
			Total Phases:		***$2,818.75***

Phase Billing Totals: ***$2,818.75***

613161
8-1202-431-00-122-006-0-841
Req. #143856

Billing Group Subtotal: 2,818.75

Project Totals:

*** ***Total Project Invoice Amount:*** ***$2,818.75***

Ramiro Gutierrez
President

INVOICE RECEIVED BY:
_____ ON 12/04/08
GOODS/SERVICES RECEIVED BY:
Hector Palacios ON 12/03/08

R. Gutierrez Engineering Corporation

130 E. Park
Pharr, TX 78577

Invoice Number: 2619
Friday, December 05, 2008

Invoice

To: Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577
Attention: Hector Palacios, Commissioner

Project: ENG07.032L Southfork Drainage Lateral

Project Manager: Luis Nava
Professional Services for the Period: 09/09/2008 to 12/05/2008

Billing Group: 01 *Phased Fixed Fee*

Southfork Drainage Lateral

Contract #: *C-07-358-09-04(WA#12)(PO#613776)*

Billing Fee: $342,501.00

Phase	Phase Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee
Data Collection & Prelim Engineering & Design	151,161.00	40.00	60,464.40	0.00	60,464.40
Right-of-Way Map	39,200.00	0.00	0.00	0.00	0.00
Final Design	75,580.00	0.00	0.00	0.00	0.00
Construction Services	75,580.00	0.00	0.00	0.00	0.00
Special Services	980.00	0.00	0.00	0.00	0.00
			Total Phases:		***$60,464.40***

Phase Billing Totals: ***$60,464.40***

Billing Group Subtotal: 60,464.40

Project Totals:

*** ***Total Project Invoice Amount:*** ***$60,464.40***

Ramiro Gutierrez
President

INVOICE RECEIVED BY:
_____ ON 12/05/08

GOODS/SERVICES RECEIVED BY:
_____ ON 12/05/08

AI-12949 **19.C.3.**

Requesting approval of Change Order No. 6 United Contractor
CC REGULAR

Date:	12/23/2008
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Prct. 2

Information

CAPTION

Requesting approval of Change Order No. 6 (additional sixty (60) days) in connection with the "South Tower Park Project" from contracted vendor, Sanchez United Contracting, Inc., and as recommended by project engineer, R. Gutierrez Engineering Corp., with authority for County Judge or Court member to execute document

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1212-452-00-122-008-0-739

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

BUDGETARY IMPACT:

No Budgetary Impact

Attachments

Link: Change Order No. 6

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/18/2008 02:11 PM	APRV
2	Budget & Management	Veronica Lopez	12/18/2008 02:54 PM	APRV
3	Dale Kennan	Dale Kennan	12/18/2008 05:00 PM	APRV
4	Auditor's Office		12/19/2008 05:13 PM	NEW

Form Started By: Rocio Villarreal — Started On: 12/17/2008 05:05 PM

Final Approval Date: 12/19/2008

CHANGE ORDER NUMBER SIX (6)

PROJECT: SOUTH TOWER PARK PROJECT

DATE OF ISSUANCE: December 2, 2008 **EFFECTIVE DATE:** December 2, 2008

OWNER: HIDALGO COUNTY PRECINCT NO. 2
OWNER's Contract No.: 5007-92-0306-5000-9200-ML

CONTRACTOR: UNITED CONTRACTOR
Rt. 8 BOX 3010
MISSION, TX. 78572

ENGINEER: R. Gutierrez Engineering Corporation
130 E. Park Ave.
Pharr, TX 78577

You are directed to make the following changes in the Contract Documents.

Description:

1. ADDING 60 DAYS

Reason for Change Order:

1. ADDITIONAL 60 DAYS REQUESTED BY CONTRACTOR BECAUSE FLEXIBLE BASE IS NOT READY TO SET VALLEY GUTTER
(HIDALGO COUNTY PRECINCT No.2 WILL BE SETTING FLEXIBLE BASE)
CONFLICT OF SUBGRADE NOT READY FOR PARK WALKING TRAIL

Attachments:

Change in Contract Price:		CHANGE IN CONTRACT TIME:	
Original Contract Price $ 223,399.50		Original Contract Time for Substantial Completion:	75 calendar days or dates
Net Changes from previous Change Order $ 6,936.50		Net change from previous Change Orders	103 calendar days
Contract Price prior to this Change Order $ 230,336.00		Contract Time prior to this Change Order Substantial Completion:	178 calendar days or dates
Net Increase (decrease) of this Change Order $ 0.00		Net Increase (decrease) of this Change Order	60 calendar days
Contract Price with all approved Change Orders $ 230,336.00	Net % increase (decrease) from original contract price. 3.10 %	Contract Time with all approved Change Orders Completion:	238 calendar days or dates

RECOMMENDED:
By: _____
Engineer (Authorized Signature)
Date: 12/3/08

APPROVED:
By: _____
Owner (Authorized Signature)
Date: _____

ACCEPTED:
By: Romeo Gonzalez
Contractor (Authorized Signature)
Date: 12/4/08

INVOICE RECEIVED BY:
_____ ON 12/5/08
GOODS/SERVICES RECEIVED BY:
Hector Palacios ON 12/2/08

CHANGE ORDER No.6 TABULATION
HIDALGO COUNTY PRECINCT NO. 2
SOUTH TOWER PARK PROJECT
BID NUMBER:5007-92-0306-5000-9200-ML

Item Number	Original Plan Quantity	Change Order No.1 Quantities	Change Order No.2 Quantities	Change Order No. 3 Quantities	Unit	Item Description	Unit Price	Original Contract Cost	Change in Contract Cost of C.O.No.1	Revised Contract Cost after C.O.No.1	Change in Contract Cost of C.O.No.2	Revised Contract Cost after C.O.No.2	Change in Contract Cost of C.O.No.3	Revised Contract Cost after C.O.No.3	Change in Contract Cost of C.O.No.4	Revised Contract Cost after C.O.No.4
STORM SEWER. SANITARY SEWER AND WATER																
1	1,115.00	1,503.00	1,503.00	1,503.00	LF	Trench Excavation Protection	$ 2.00	$ 2,230.00	776.00	3,006.00	0.00	3,006.00	0.00	3,006.00	0.00	3,006.00
2	157.50	157.50	157.50	157.50	SY	Concrete Riprap (CL B)(4")	$ 14.00	$ 2,205.00	0.00	2,205.00	0.00	2,205.00	0.00	2,205.00	0.00	2,205.00
3	64.00	64.00	64.00	64.00	LF	RCP (CL III) (18") (Rubber Gasket)	$ 27.00	$ 1,728.00	0.00	1,728.00	0.00	1,728.00	0.00	1,728.00	0.00	1,728.00
4	51.00	51.00	51.00	51.00	LF	RCP (CL III) (30") (Rubber Gasket)	$ 44.00	$ 2,244.00	0.00	2,244.00	0.00	2,244.00	0.00	2,244.00	0.00	2,244.00
5	388.00	388.00	388.00	388.00	LF	RCP (CL III) (42") (Rubber Gasket)	$ 70.00	$ 27,160.00	0.00	27,160.00	0.00	27,160.00	0.00	27,160.00	0.00	27,160.00
6	640.00	640.00	640.00	640.00	LF	RCP (CL III) (48") (Rubber Gasket)	$ 80.25	$ 51,360.00	0.00	51,360.00	0.00	51,360.00	0.00	51,360.00	0.00	51,360.00
7	4.00	4.00	4.00	4.00	EA	Inlet (Ty CC)	$ 2,400.00	$ 9,600.00	0.00	9,600.00	0.00	9,600.00	0.00	9,600.00	0.00	9,600.00
8	2.00	2.00	2.00	2.00	EA	Manhole (Ty M)	$ 1,900.00	$ 3,800.00	0.00	3,800.00	0.00	3,800.00	0.00	3,800.00	0.00	3,800.00
9	1,115.00	1,115.00	1,115.00	1,115.00	LF	8" PVC SDR 26	$ 11.50	$ 12,822.50	0.00	12,822.50	0.00	12,822.50	0.00	12,822.50	0.00	12,822.50
10	4.00	4.00	5.00	5.00	EA	4-Ft Dia. Fiberglass Manhole	$ 1,700.00	$ 6,800.00	0.00	6,800.00	1,700.00	8,500.00	0.00	8,500.00	0.00	8,500.00
11	2.00	2.00	2.00	2.00	EA	6" Cleanout	$ 280.00	$ 560.00	0.00	560.00	0.00	560.00	0.00	560.00	0.00	560.00
12	1.00	1.00	0.00	0.00	EA	8" Cleanout	$ 325.00	$ 325.00	0.00	325.00	(325.00)	0.00	0.00	0.00	0.00	0.00
13	940.00	940.00	940.00	940.00	LF	8" PVC C-900 DR 18	$ 10.00	$ 9,400.00	0.00	9,400.00	0.00	9,400.00	0.00	9,400.00	0.00	9,400.00
14	162.00	162.00	162.00	162.00	LF	6" PVC C-900 DR 18	$ 7.50	$ 1,215.00	0.00	1,215.00	0.00	1,215.00	0.00	1,215.00	0.00	1,215.00
15	781.00	781.00	781.00	781.00	LF	2" PVC C-900 DR 18	$ 3.50	$ 2,733.50	0.00	2,733.50	0.00	2,733.50	0.00	2,733.50	0.00	2,733.50
16	36.00	36.00	36.00	36.00	LF	16" PVC CASING (SDR-26)	$ 27.00	$ 972.00	0.00	972.00	0.00	972.00	0.00	972.00	0.00	972.00
17	45.00	45.00	45.00	45.00	LF	10" PVC CASING (SDR-26)	$ 14.00	$ 630.00	0.00	630.00	0.00	630.00	0.00	630.00	0.00	630.00
18	44.00	44.00	44.00	44.00	LF	4" PVC CASING (SDR-26)	$ 4.00	$ 176.00	0.00	176.00	0.00	176.00	0.00	176.00	0.00	176.00
19	1.00	1.00	1.00	1.00	EA	Flash Valve	$ 660.00	$ 660.00	0.00	660.00	0.00	660.00	0.00	660.00	0.00	660.00
20	2.00	2.00	2.00	2.00	EA	8" x 2" Reducer Tee	$ 225.00	$ 450.00	0.00	450.00	0.00	450.00	0.00	450.00	0.00	450.00
21	4.00	4.00	4.00	4.00	EA	8" x 6" Reducer Tee	$ 285.00	$ 1,140.00	0.00	1,140.00	0.00	1,140.00	0.00	1,140.00	0.00	1,140.00
22	1.00	1.00	1.00	1.00	EA	10" x 8" Reducer Tee	$ 460.00	$ 460.00	0.00	460.00	0.00	460.00	0.00	460.00	0.00	460.00
23	2.00	2.00	2.00	2.00	EA	2" (45 Degree) Elbow	$ 60.00	$ 120.00	0.00	120.00	0.00	120.00	0.00	120.00	0.00	120.00
24	2.00	2.00	2.00	2.00	EA	8" (45 Degree) Elbow	$ 55.00	$ 110.00	0.00	110.00	0.00	110.00	0.00	110.00	0.00	110.00
25	4.00	4.00	4.00	4.00	EA	8" (11.25 Degree) Elbow	$ 65.00	$ 260.00	0.00	260.00	0.00	260.00	0.00	260.00	0.00	260.00
26	1.00	1.00	1.00	1.00	EA	2" Valve Box	$ 350.00	$ 350.00	0.00	350.00	0.00	350.00	0.00	350.00	0.00	350.00
27	1.00	1.00	1.00	1.00	EA	8" M.J. Gate Valve & Box	$ 870.00	$ 870.00	0.00	870.00	0.00	870.00	0.00	870.00	0.00	870.00
28	3.00	3.00	3.00	3.00	EA	Fire Hydrant Assembly w/6" Gate & Valve Box	$ 2,950.00	$ 8,850.00	0.00	8,850.00	0.00	8,850.00	0.00	8,850.00	0.00	8,850.00
29	1.00	1.00	1.00	1.00	EA	Single Water Service Connection	$ 650.00	$ 650.00	0.00	650.00	0.00	650.00	0.00	650.00	0.00	650.00
30	206.00	206.00	206.00	206.00	LF	Temp Sediment Control Fence	$ 4.00	$ 824.00	0.00	824.00	0.00	824.00	0.00	824.00	0.00	824.00
31	84.00	84.00	84.00	84.00	SY	Construction Exits (Install)	$ 14.50	$ 1,218.00	0.00	1,218.00	0.00	1,218.00	0.00	1,218.00	0.00	1,218.00
32	84.00	84.00	84.00	84.00	SY	Construction Exits (Remove)	$ 10.00	$ 840.00	0.00	840.00	0.00	840.00	0.00	840.00	0.00	840.00
33	6,781.00	6,781.00	6,781.00	6,781.00	LF	Concrete Curb (6")	$ 5.00	$ 33,905.00	0.00	33,905.00	0.00	33,905.00	0.00	33,905.00	0.00	33,905.00
34	3,760.00	3,760.00	3,760.00	3,760.00	LF	Concrete Curb & Gutter	$ 7.00	$ 26,320.00	0.00	26,320.00	0.00	26,320.00	0.00	26,320.00	0.00	26,320.00
35	631.00	631.00	206.00	206.00	LF	Valley Gutter (4-Ft)	$ 16.50	$ 10,411.50	0.00	10,411.50	(7,012.50)	3,399.00	0.00	3,399.00	0.00	3,399.00
36	0.00	388.00	388.00	388.00	LF	Lowering 42" R.C.P. (CL III) Rubber Gasket	$ 8.50	$ -	3,298.00	3,298.00	0.00	3,298.00	0.00	3,298.00	0.00	3,298.00
37	0.00	3.00	3.00	3.00	EA	Lowering of Inlet C7, C9, and C10	$ 1,200.00	$ -	3,600.00	3,600.00	0.00	3,600.00	0.00	3,600.00	0.00	3,600.00
38	0.00	0.00	1.00	1.00	LS	Placing deep manhole and casing for Sanitary Sewer	$ 2,800.00	$ -	0.00	0.00	2,800.00	2,800.00	0.00	2,800.00	0.00	2,800.00
39	0.00	0.00	0.00	1.00	LS	Install 6" MJ Valve and Box w/megalocks	$ 1,150.00						1,150.00	1,150.00	0.00	1,150.00
40	0.00	0.00	0.00	1.00	EA	Install 6" MJ Sleeve w/megalocks	$ 350.00						350.00	350.00	0.00	350.00
41	0.00	0.00	0.00	1.00	EA	Pressure test 6" PVC line	$ 600.00						600.00	600.00	0.00	600.00
							Total :	$ 223,399.50	$ 7,674.00	$ 231,073.50	$ (2,837.50)	$ 228,236.00	$ 2,100.00	$ 230,336.00	$ -	$ 230,336.00

UNITED CONTRACTING INC.

4616 N. Conway Ave.
Mission, Texas 78573
956-581-6883
956-519-3246

FAX TRANSMITTAL FORM

TO: R. Gutierrez Engineering
NAME: Olga
CC: Jaime
FAX: 956 782 2558
PHONE: 956 782-2557

FROM: Sanchez
DATE SENT: 12-8-08

NUMBER OF PAGES: 2

__URGENT __FOR REVIEW ✓PLEASE REPLY __AS REQUESTED __FOR INFO.

Attention: Olga/Jaime
Please review the following change orders request for South Tower Park

Thank You

L. Sanchez H
United Contracting, Inc

United Contracting, Inc.

4616 N Conway Ave
Mission, TX 78573

Bid Proposal

Date
12/3/2008

Job/Project
South Tower Park -C.O. 6 C/O R. Gutierrez Engineering

Item	Description	Unit	Qty	Rate	Total
	HIDALGO COUNTY PRECINCT NO. 2 - SOUTH TOWER PARK *******CHANGE ORDER REQUEST NO. 6 *******				
1	Conflict of Flexible base not ready to set Valley Gutter				
2	Conflict of Subgrade not ready for Park Walking Trail				
	THE FOLLOWING IS A REQUEST FOR AN ADDITIONAL (60) SIXTY WORKING DAYS TO COMPLETE SAID PROJECT AT SOUTH TOWER PARK.				
			Total		$0.00

AI-12941 **19.C.4.**

Approval of Work Authorization No. 2 from Millennium Engineers for Pct 2

CC REGULAR

Date:	12/23/2008
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Prct. 2

Information

CAPTION

Presentation for consideration, discussion, acceptance, and approval of Work Authorization No. 2 (with a proposed fee of $4,048.00) for "Val-Mex Drive in Hidalgo, Texas," with Millennium Engineers Group, to provide engineer services to Hidalgo County Precinct No. 2. C-08-316-10-28

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1202-431-00-122-035-0-731

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

BUDGETARY IMPACT:

Available balance is $11,460.00 as of 12/18/08.

Attachments

Link: WA 2

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/18/2008 02:08 PM	APRV
2	Budget & Management	Veronica Lopez	12/18/2008 02:53 PM	APRV
3	Dale Kennan	Dale Kennan	12/18/2008 04:16 PM	APRV
4	Auditor's Office		12/19/2008 05:13 PM	NEW

Form Started By: Rocio Villarreal — Started On: 12/17/2008 04:48 PM

Final Approval Date: 12/19/2008

HIDALGO COUNTY

Professional Engineering Services
Contract # C-08-316-10-28
Work Authorization Form

WORK AUTHORIZATION NO. 2

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **Millennium Engineers Group, Inc.**, professional engineers of Edinburg , Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide

Geotechnical Engineering Services for Pavement Recommendations for Val Mex Drive in Hidalgo, Texas.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$4,048.00**
This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article**/Part/Section____ of the Agreement.

PART 4. FUNDING

This Work Authorization No. **2** shall be funded through funding source:
Account No. _____
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County** _____, Commissioner _____ as to content and detail of this **Work Authorization No. 2**

HIDALGO COUNTY

BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2008.

THE ENGINEER:

_____

By: Raul Palma

THE OWNER:
HIDALGO COUNTY

_____

By: Juan D. Salinas, III,
County Judge

ATTEST:

_____

By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Services to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

EXHIBIT "A"
SERVICES TO BE PROVIDED BY THE OWNER/COUNTY

The following provides an outline of the services to be provided by the **Owner** in the development of **Projects** (as defined and more particularly indentified in **EXHIBIT "B"** attached to this Agreement).

General

The Owner will provide to the **Engineer** the following:

(1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.

(2) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 3 of this Agreement.

(3) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.

(4) Provide any available relevant data the **Owner** may have on file concerning the projects.

(5) Provide timely review and decisions in response to the **Engineer's** request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain the work schedule agreed upon.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.

(7) Provide the authorization to proceed with services on project by project basis through consulting design and construction engineer.

(8) Provide traffic data for project to the Engineer.

EXHIBIT "B"
SCOPE OF SERVICES
TO BE PROVIDED BY THE ENGINEER

The services to be provided by the ENGINEER in providing basic geotechnical engineering services for a pavement design for Val Mex Drive in Hidalgo, Texas. The basic services are outline as follows:

A. Preliminary Phase:

(1) Attend preliminary conference with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
(2) Provide for the necessary geotechnical investigation and testing necessary to develop the design.

B. Design Phase:

(1) Provide assistance to the OWNER in providing pavement design recommendations for the subject project.

C. Construction/Maintenance Phase:

(1) Attend the OWNER'S and respective Party's pre-construction and construction meeting as requested for the purpose of explaining geotechnical investigation report recommendations and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.

ATTACHMENT "C"

Work Schedule

Millennium Engineers Group, Inc. will go out to perform field soil drilling and sampling, perform laboratory soil testing, analyze soil test results, design pavement layers and prepare report with recommendations within 30 working days of the acceptance of the work authorization.

ATTACHMENT "D"

"Proposal"

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Proposal

Date	Proposal No.
12/11/2008	08-265

Name / Address
Hidalgo County Precinct 2 Commissioner Hector Palacios 301 E. State St. Pharr, Texas 78577

Project

Description	Qty	Cost	Total
Boring (Soil)(0 to 50 Ft)	70	18.00	1,260.00
Mobilization	1	300.00	300.00
Standard Penetration Test	32	10.00	320.00
Vehicle Charge	1	35.00	35.00
Atterberg Limits	13	59.00	767.00
Moisture Content	32	7.25	232.00
Field Coordination (Engr. Tech.)	2	65.00	130.00
Logging (Engr. Tech.)	8	48.00	384.00
Project Management & Coordination	4	65.00	260.00
Principal Engineer	2	125.00	250.00
Test Report	1	30.00	30.00
Administration	2	40.00	80.00

Helping to Build the Rio Grande Valley

Total $4,048.00

AI-12922 **19.D.1.**

Request for Payment on Invoice No. 08124 & 08125 from Javier Hinojosa Engineering for Pct 3 Projects

CC REGULAR

Date:	12/23/2008
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Prct. 3

Information

CAPTION

Approval of Request for Payment on Invoice Nos. 08124 ($2,000.00-Barney Groves Subdivision-C-08-112-03-25) and #08125($7,914.37-Monica Acres Drainage Outfall-C-07-077-03-27) submitted by contracted project engineer, Javier Hinojosa Engineering.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1203-431-00-123-005-0-734

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

BUDGETARY IMPACT:

Po 613889 Avail. Balance $2,000.00

FISCAL YEAR: 2008 **ACCT. #:** 8-1203-431-00-123-005-0-841

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

BUDGETARY IMPACT:

PO 590612 to be reclassified to obj. code 841

$12,663.00 pending approval of AI 12864

Attachments

Link: Invoice 08125

Link: Invoice 08124

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/18/2008 01:39 PM	APRV
2	Budget & Management	Veronica Lopez	12/18/2008 02:51 PM	APRV
3	Erika Reyna	Erika Reyna	12/19/2008 09:19 AM	APRV
4	Auditor's Office		12/19/2008 05:13 PM	NEW

Form Started By: Rocio Villarreal

Started On: 12/17/2008 02:42 PM

Final Approval Date: 12/19/2008

11628
590612

Javier Hinojosa Engineering
416 E. Dove Avenue
McAllen, TX 78504
956/668-1588 Fax: 956/994-8102

Invoice No. 08125

INVOICE

Customer	
Name: Hidalgo County Precinct No. 3 Address: 724 Breyfogle City: Mission State: Texas Zip: 78572 Attention: Commissioner Joe M. Flores	Date: December 11, 2008 Project Name: Work Authorization No. 5 **Monica Acres Drainage Outfall**

Description

P.O.#590612

Engineering services rendered for completion of construction for the Monica Acres drainage outfall improvements (Design of a 24" storm drain line along Conway Avenue (S.H. 107) from Mile 3 North to the Monica Acres Subdivision).

Contract Amount:	**$31,657.50**
Amount To Date:	**$31,657.50**
Amount Paid To Date:	**$23,743.13**
Amount Due This Invoice:	**$7,914.37**

Office Use Only

INVOICE RECEIVED BY
_____ ON 12/11/08
GOODS/SERVICES RECEIVED BY
_____ ON 12/11/08

We Appreciate Your Business.

B-1203-431-00-123-005-0841

14454
613889

Javier Hinojosa Engineering
416 E. Dove Avenue
McAllen, TX 78504
956/668-1588 Fax: 956/994-8102

Invoice No. 08124

INVOICE

Customer	
Name: Hidalgo County Precinct No. 3 Address: 724 Breyfogle City: Mission State: Texas Zip: 78572 Attention: Commissioner Joe M. Flores	Date: December 10, 2008 Project Name: Barney Groves Subdivision

Description

Work Authorization No. 10
P.O.#613889

Engineering services rendered for the preparation of survey and metes and bounds descriptions for the 30' roadway located within Barney Groves Subdivision.

INVOICE RECEIVED BY
_____ ON 12/11/08
GOODS/SERVICES RECEIVED BY
_____ ON 12/11/08
8-1203-431-00123-005-0-734

Contract Amount:	**$2,000.00**
Amount To Date:	**$2,000.00**
Amount Paid To Date:	**$0.00**
Amount Due This Invoice:	**$2,000.00**

Office Use Only

We Appreciate Your Business.

AI-12919 **19.D.2.**

SOQ - PCT NO 3 ENGINEER

CC REGULAR

Date: 12/23/2008

Submitted By: Laura Moya, PURCHASING DEPT.

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department **Purchasing only:** Prct. 3

Information

CAPTION

A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A)(4) a professional service for Engineering Services in connection with Hidalgo County Precinct No 3 Drainage Improvement Project; B. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of engineers in connection with professional Engineering Services required for Hidalgo County Precinct No 3 Drainage Improvement Project;

1st._____; 2nd._____; 3rd._____C. Authority for the Purchasing Department to negotiate a professional Engineering Services Contract with the No.1 ranked firm of _____ for the provision of Engineering Services for Hidalgo County Precinct No 3 Drainage Improvement Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1203-431-00-123-049-0-XXX

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

BUDGETARY IMPACT:

Attachments

Link: GRID

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/18/2008 01:01 PM	APRV
2	Budget & Management	Veronica Lopez	12/18/2008 01:38 PM	APRV
3	Erika Reyna	Erika Reyna	12/19/2008 09:50 AM	APRV
4	Auditor's Office		12/19/2008 05:13 PM	NEW

Form Started By: Laura Moya Started On: 12/17/2008 02:30 PM

Final Approval Date: 12/19/2008

Agenda Item 12919

HIDALGO COUNTY Precinct No 3

FOR

"DRAINAGE SYSTEM IMPROVEMENT PROJECT"

GRID

ENGINEER

	Javier Hinojosa Engineer	**Izaguirre Engineer Group, LLC**	**Flores Engineer**
Evaluator No 1	**99**	**96**	**60**
Total Scores			
RANKING by Commissioner's Court			

AI-12916 **19.D.3.**

Requesting Approval of Work Authorization No. 13
CC REGULAR

Date:	12/23/2008
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Prct. 3

Information

CAPTION

Presentation for consideration, discussion, acceptance, and approval of Work Authorization No. 13 in the amount of $50,421.00 for the "Bridge Improvements for the Hidalgo County Irrigation District No. 6 Canal located on Mi 2 North between Abram Rd and FM 492" with Javier Hinojosa Engineering to provide engineering services to Hidalgo County Precinct No. 3 in connection with Contract No. C-08-112-03-25

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1203-431-00-123-005-0-732

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

BUDGETARY IMPACT:

Funding pending approval of AI 12964

Attachments

Link: WA#13

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/18/2008 12:39 PM	APRV
2	Budget & Management	Veronica Lopez	12/18/2008 01:36 PM	APRV
3	Erika Reyna	Erika Reyna	12/18/2008 04:53 PM	APRV
4	Auditor's Office		12/19/2008 05:13 PM	NEW

Form Started By: Rocio Villarreal Started On: 12/17/2008 02:13 PM

Final Approval Date: 12/19/2008

HIDALGO COUNTY

Professional Engineering Services
Contract # C-08-112-03-25
Work Authorization Form

WORK AUTHORIZATION NO. 13

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **JAVIER HINOJOSA ENGINEERING** professional engineers of **MCALLEN,** Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide **Engineering Services required for the preparation of the plans, specifications and construction staking for the Bridge Improvements for the Hidalgo County Irrigation District No. 6 Canal located on Mile 2 North between Abram Road and F.M. 492.**

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$50,421.00**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING

This Work Authorization No. **13** shall be funded through funding source:
Account No. 8-1203-431-00-123-005-0-731
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or _____.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. **ACKNOWLEDGEMENT AND CONFIRMATION**

Acknowledgement and confirmation by Hidalgo County Precinct No.3 Commissioner **Joe M. Flores** as to content and detail of this Work Authorization No. **13**.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO.3:

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of_____, 2008.

THE ENGINEER:
JAVIER HINOJOSA ENGINEERING

_____
By: Javier Hinojosa, P.E, Owner

THE OWNER:
HIDALGO COUNTY

_____
By: Juan D Salinas III, County Judge
or Presiding Officer

ATTEST:

_____
by: Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" -	Service to be Provided by the Owner
ATTACHMENT "B" -	Services to be Provided by the Engineer
ATTACHMENT "C" -	Work Schedule
ATTACHMENT "D" -	Cost Proposal

EXHIBIT "D"
Preliminary Cost Estimate
Hidalgo County Precinct No. 3
Mile 2 Bridge Improvements
(Between Abram Road and F.M. 492)
Prepared By: Javier Hinojosa Engineering
December 11, 2008

Mile 2 Bridge Improvements (Between Abram Road and F.M. 492)

1.	Demolition of Existing Crossing & Canal	1	EA	@	$25,000.00	=	$25,000.00
2.	New Bridge	1	EA	@	$350,000.00	=	$350,000.00
3.	Utility Adjustments	Lump Sum		@	$30,000.00	=	$30,000.00
4.	Reconstruct Canal	100	LF	@	$100.00	=	$10,000.00
5.	36" RJRCP Pipe	400	LF	@	$70.00	=	$28,000.00
6.	36" Irrigation Vent	2	EA	@	$3,000.00	=	$6,000.00
7.	Tie To Exist. 36" Irrigation Line	1	EA	@	$1,000.00	=	$1,000.00
8.	Tie To Canal w/Gate Structure	1	EA	@	$10,000.00	=	$10,000.00
9.	Unc. Excavation	600	CY	@	$3.00	=	$1,800.00
10.	Subgrade Preparation	1,200	SY	@	$2.50	=	$3,000.00
11.	8" Flexible Base	1,200	SY	@	$7.00	=	$8,400.00
12.	1 1/2" HMAC	1,000	SY	@	$7.00	=	$7,000.00

Subtotal	:	**$480,200.00**
Engineering Design Fee	:	**$50,421.00**
Laboratory Testing	:	**$20,000.00**
Contingency (10%)	:	**$48,020.00**
Total	:	**$598,641.00**

Notes: Engineer Fee w/ RGV
Construction w/ Pct 3 Urban County Funding

(2) - Funding Identical w/ HCDD #6 (joint use)

AI-12908 **19.D.4.**

Pct 3 -Improvements and Construction of Meeting Hall/Pavilion -Award Recommendation

CC REGULAR

Date:	12/23/2008
Submitted By:	Moises Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Prct. 3

Information

CAPTION

Presentation by project architect Alcocer Garcia Associates Design Consulting of bids received with recommedations for award in connection with "Hidalgo County Precinct No. 3 Construction and Site improvements of Meeting Hall/Pavilion" to lowest responsible bidder meeting all specifications (Bid No. 2008-406-12-17-MSS)

BACKGROUND

Please see attached Architect's recommendation letter and tabulation.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1302-431-00-123-068-0-720

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

BUDGETARY IMPACT:

$622,553.50 available as of 12/18/08.

$532,270.50 will be appropriated 12/30/08 from Precinct #3 Parks unreserved fund balance and 2007 Tax Notes.

Attachments

Link: Lowest Bid

Link: Tabulation Sheet

Link: Letter of Recommendation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/18/2008 12:32 PM	APRV
2	Budget & Management	Veronica Lopez	12/18/2008 01:34 PM	APRV
3	Erika Reyna	Erika Reyna	12/18/2008 04:45 PM	APRV
4	Auditor's Office		12/19/2008 05:13 PM	NEW

Form Started By: Moises Salazar Started On: 12/17/2008 01:20 PM

Final Approval Date: 12/19/2008

BID PROPOSAL
BID 2008-406-12-17-MSS

PROJECT: Pavilion / Meeting Hall
Hidalgo County Precinct 3
Hidalgo County, Texas

PROPOSAL FROM: G.A.S. Enterprises, Inc.

OWNER: County of Hidalgo
100 E. Cano, 2nd Floor
Edinburg, TX 78539

Having fully examined the Instruction to Bidders, the General Conditions, Bonds Requirements, Specifications and Drawings related to the above project, as well as the site and conditions affecting the work, bidder proposes to furnish all materials, equipment and labor called for by the entire and completed work in accordance with before mentioned documents for the sum of:

BID: One Million One Hundred Fifty Four Thousand Eight Hundred Twenty Four and No/100
(in words)

($ 1,154,824.00)
(in figures)

The Undersigned hereby declares that he has visited the Site and has carefully examined the Drawings, Specifications, Contract Documents and Bidding Documents related to the Work covered by his Bid.

Upon receipt of " NOTICE OF AWARD ", the Undersigned will immediately execute the formal Contract (Agreement). Bidder agrees to commence the work within 10 days of receipt of "NOTICE TO PROCEED" and to complete the construction of the project within 340 calendar days of the starting date to be stated in the "NOTICE TO PROCEED".

The Proposal, the Agreement, the Drawings, the General Conditions, Supplementary General Conditions, the Specifications and any Addenda shall all become a part of the Contract.

Bidder acknowledges receipt of the following addenda: Addenda #1 Dated 12/12/08, #2 Dated 12/16
If Bidder is notified of the acceptance of this Bid Proposal within **forty-five (45) calendar** days after bid opening, bidder will enter into an agreement with the County of Hidalgo. The contract required will be AIA Document A101, latest edition, Standard Form of Agreement Between Owner and Contractor, Stipulated Sum. The corresponding General Conditions of the Contract for Construction, are a part of these specifications as if herein included in its entirety. A copy of this document are on file at the Owner's office and is available to contractors requesting a copy.

The Bidder, if awarded the contract, agrees to execute and deliver to the Architect within ten (10) calendar days of the Contract Date, satisfactory bonds in the amount of one hundred (100%) percent of Contract Sum conditioned on faithful Performance of Contract and one hundred (100%) percent Payment Bond .

The Bidder shall furnish with this proposal a cashier's check, or bid bond, in the amount of five (5%) percent of greatest amount bid. The check or bid bond shall be made payable to the Owner. The check or bid bond shall be left in escrow with the Architect at bid opening and is the measure of liquidated damages which Owner will sustain by the failure of the bidder to execute and deliver the above named agreement and bonds within ten (10) calendar days of written notification of award of contract to the bidder. The bidder agrees to forfeit to the Owner the cashier's check of bid bond if bidder does not comply with the foregoing. However, if this proposal is not accepted by the Owner within forty-five (45) calendar days of the bid opening, or if the bidder is awarded the contract and executes and delivers said contract, the check, or bond, will be returned to the bidder upon receipt of the signed contract and bonds by the Owner.

FIRM: G.A.S. Enterprises, Inc.

SIGNED BY: _____ If corporation affix seal here

TITLE: Rene Salinas President

DATE: 12/1//08

ADDRESS: P.O. Box 309 Elsa, Tx /8543

TELEPHONE: (956) 262-7106

FAX: (956) 262-7107

WESTERN SURETY COMPANY • ONE OF AMERICA'S OLDEST BONDING COMPANIES

Western Surety Company

BID BOND

Bond No. _____

KNOW ALL PERSONS BY THESE PRESENTS, that we, G.A.S. Enterprises, Inc.

_____,

as Principal, hereinafter called the Principal, and WESTERN SURETY COMPANY, 950 Echo Lane, Suite 250, Houston, Texas 77024, as Surety, hereinafter called the Surety, are held and firmly bound unto

Hidalgo County Pct #3

Name, Address, City, State, Zip, Phone Number

_____, as Obligee, hereinafter called the Obligee, in the sum of

5 % of the amount of this bid not to exceed Five Percent Greatest Amount Bid

Dollars ($ 5% G.A.B.), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns firmly by these presents.

WHEREAS, the Principal has submitted a bid for Hidalgo County Pct #3 – Construction & Site Improvements of Meeting Hall/Pavilion

NOW, THEREFORE, If the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such contract; if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder less Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, sealed and dated this 17th day of December, 2008.

G.A.S. Enterprises, Inc.
Principal

By _____
Rene Salinas

Title President

WESTERN SURETY COMPANY

By _____
Jennifer Garza Attorney-in-Fact

Form F3492-8-2003

WESTERN SURETY COMPANY • ONE OF AMERICA'S OLDEST BONDING COMPANIES

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Robert R Garza, Roberto Garza, Richard Garza, Jennifer Garza, Individually

of Mercedes, TX, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 19th day of September, 2008.

WESTERN SURETY COMPANY

Paul T. Bruflat, Senior Vice President

State of South Dakota
County of Minnehaha } ss

On this 19th day of September, 2008, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
November 30, 2012

D. KRELL
SEAL NOTARY PUBLIC SOUTH DAKOTA SEAL

D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 17th day of December, 2008.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-09-06

AGADC
ALCÓCERGARCÍAASSOCIATES
DESIGN CONSULTING

BID TABULATION for
Hidalgo County Precinct No.3
"Construction and Site Improvements of Meeting Hall/Pavilion"

Bid Date: Dec. 17, 2008
Bid Time: 9:30 AM
Bid Location: Hidalgo County Purchasing Department Conference Room
2812 S. Business Hwy 281, Hidalgo County New Administration Building, Edinburg, Texas 78539

General Contractor	Bid Amount	Bid Bond	Addenda 1	Addenda 2
G.A.S. Enterprises, Inc. 1 original 3 copies	$1,154,824.00	(Y) / N	✓	✓
Spacemaker Construction 1 original 3 copies	$1,198,000.00	(Y) / N	✓	✓
All Pro Contractors, Inc. 1 original 3 copies	$1,240,000.00	(Y) / N	✓	✓
Sundance Construction Company 1 original 3 copies	$1,403,700.00	(Y) / N	✓	✓
CRC Design Consulting 1 original 3 copies	$1,264,000.00	(Y) / N	✓	✓
Meyer Lamph Development 1 original 3 copies	$1,195,000.00	(Y) / N	✓	✓
Koepke, Inc.		Y / N		
Benchmark Construction 1 original	$1,193,276.00	(Y) / N	✓	✓
5 Star Construction 1 original 3 copies	$1,350,000.00	(Y) / N	✓	✓
Montalvo Construction 1 original 3 copies	$1,219,000.00	Y / N	✓	✓
$65,000 Cashier Check		Y / N		
		Y / N		
		Y / N		
		Y / N		
		Y / N		

AGADC
ALCÓCERGARCÍAASSOCIATES
DESIGN CONSULTING

December 17, 2008

Hon. Commissioner Joe Flores,
Hidalgo County Precinct 3
County Commissioner's Office
724 N. Breyfogle Rd.
Mission, TX 78574

Re: Construction of Meeting Hall/Pavilion
Hidalgo County Precinct 3
RFB / Project No.: 2008-406-12-17-MSS

Dear Commissioner Flores,

Attached is a copy of the tabulation of bids received by the County for the referenced project. All bids were submitted in accordance with the bidding requirements. The lowest bid was submitted by G.A.S. Enterprises, Inc., in the amount of $ 1,154,824.00. The bid includes the emergency generator, plus the sitework, drive and parking area.

We are familiar with the company's reputation and performance capability. G.A.S. was the general contractor for three of our projects; the Pharr City Hall, the Remodeling the City of Weslaco Service Center and, most recently, the Completion of the Pharr Memorial Library. All aspects of these projects went very well.

Based on the above, we recommend that the County award the Construction Contract to G.A.S. Enterprises, Inc., in the amount of the Bid figure of $ 1,154,824.00.

Thank you for your consideration of the above. Please advise at the earliest date possible.

Sincerely,

George A. Garcia
Project Architect

encl
cc: Moises Salazar
Hidalgo County Purchasing Department

AGADC 1333 East Jasmine Avenue • McAllen, Texas, 78501 • 956.618.2007 / Fax 618.2008

AGADC
ALCÓCERGARCÍAASSOCIATES
DESIGN CONSULTING

BID TABULATION for
Hidalgo County Precinct No.3
"Construction and Site Improvements of Meeting Hall/Pavilion"

Bid Date: Dec. 17, 2008
Bid Time: 9:30 AM
Bid Location: Hidalgo County Purchasing Department Conference Room
2812 S. Business Hwy 281, Hidalgo County New Administration Building, Edinburg, Texas 78539

General Contractor	Bid Amount	Bid Bond	Addenda 1	Addenda 2
G.A.S. Enterprises, Inc.	$1,154,824.00	YES	√	√
Benchmark Construction	$1,193,276.00	YES	√	√
Meyer Lamph Development	$1,195,000.00	YES	√	√
Spacemaker Construction	$1,198,000.00	YES	√	√
Montalvo Construction	$1,219,000.00	YES	√	√
All Pro Contractors, Inc.	$1,240,000.00	YES	√	√
CRC Design Consulting	$1,264,000.00	YES	√	√
5 Star Construction	$1,350,000.00	YES	√	√
Sundance Construction Company	$1,403,700.00	YES	√	√

AI-12961 **19.E.1.**

HCHD-Various Invoices-Millenium Engineering Group-C-07-265-10-15
CC REGULAR

Date:	12/23/2008		
Submitted By:	Letty Saenz, PURCHASING DEPT.		
Submitted For:	Marty Salazar		
Department:	PURCHASING DEPT.		
Agenda Category:	Purchasing Department	**Purchasing only:**	Health & Human Services Dept.

Information

CAPTION

A. Presentation for discussion, consideration, acceptance and approval of request for payment of claimsfor Invoice Nos. 08M-22-1 thru 08M-22-13 in the total amount of $ 3,751.68 for (PH II of the Hidalgo County Health and Human Services Department's Parking Lot Project) and as submitted by Millennium Engineers Group, Inc. with authority for County Auditor to review and complete processing procedures and for County Treasurer to issue payment in connection with contract # C-07-265-10-15 for the purposes of "Construction Material Testing" for Paved/Un-Paved, Lateral and C.I.P Projects" within Hidalgo County Pct. 4.
B. Presentation for discussion, consideration, acceptance and approval of request for payment of claims for Invoice Nos. 08M53-1 thru 08M53-7 in the total amount of $ 1,945.87 for (PH III of the Hidalgo County Health and Human Services Department's Parking Lot Project) and as submitted by Millennium Engineers Group, Inc. with authority for County Auditor to review and complete processing procedures and for County Treasurer to issue payment in connection with contract # C-07-265-10-15 for the purposes of "Construction Material Testing" for Paved/Un-Paved, Lateral and C.I.P Projects" within Hidalgo County Pct. 4.

BACKGROUND

Request and approval by Javier Hinojosa Engineering (Project Engineer)
Request for pmt by Contstruciton Material Testing Engineer Millenium Engineering Group, Inc. (MEG)
Request for pmt by HCHHSD on invoices as indicated below:

Invoice Nos. 08M-22-1 - $358.31
Invoice Nos. 08M-22-2 - $218.31
Invoice Nos. 08M-22-3 - $258.31
Invoice Nos. 08M-22-4 - $257.50
Invoice Nos. 08M-22-5 - $ 76.00
Invoice Nos. 08M-22-6 - $106.00
Invoice Nos. 08M-22-7 - $696.38
Invoice Nos. 08M-22-8 - $278.31
Invoice Nos. 08M-22-9 - $158.31

Invoice Nos. 08M-22-10-$218.31
Invoice Nos. 08M-22-11-$597.94
Invoice Nos. 08M-22-12-$382.00
Invoice Nos. 08M-22-13-$146.00
Total for PH II $3,751.68

Invoice Nos. 08M53-1 - $287.75
Invoice Nos. 08M53-2 - $238.31
Invoice Nos. 08M53-3 - $318.31
Invoice Nos. 08M53-4 - $278.50
Invoice Nos. 08M53-5 - $ 76.00
Invoice Nos. 08M53-6 - $106.00
Invoice Nos. 08M53-7 - $641.00
Total for PH III $1,945.87

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1334-441-00-340-0-22-0-739

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

BUDGETARY IMPACT:

A. PO#600944 available balance as of 12-19-08 $4,023.81

FISCAL YEAR: 2008 **ACCT. #:** 8-1336-441-00-340-0-22-0-739

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

BUDGETARY IMPACT:

B. Available balance as of 12-19-08 $241,499.49

Attachments

Link: Letter of Request/Various Invoices from MEG

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/18/2008 02:18 PM	APRV
2	Budget & Management	Veronica Lopez	12/18/2008 02:55 PM	APRV
3	Manuel Chapa	Manuel Chapa	12/19/2008 02:30 PM	APRV
4	Auditor's Office		12/19/2008 05:13 PM	NEW

Form Started By: Letty Saenz Started On: 12/18/2008 08:57 AM

Final Approval Date: 12/19/2008

Hidalgo County Health and Human Services Department

1304 S. 25th Ave. • Edinburg, Texas 78539
Tel: (956) 383-6221 • Fax: (956) 383-8864

Iván Meléndez, M.D., M.B.A.
Health Authority / Chief Physician

Eduardo Olivarez
Chief Administrative Officer

December 10, 2008

MEMORANDUM

To: Martha Salazar, Purchasing Agent

From: Eduardo Olivarez, Chief Administrative Officer

RE: Millennium Engineer Invoices

We are requesting your assistance with obtaining Commissioners Court approval to process the following Millennium Engineer Invoices for payment for the Central Office Parking Lot Project Contract #C-07-265-1015.

Phase II – Please refer to letter from Millennium dated December 10, 2008

Invoice No.	***Amount***
08M-22-1	$358.31
08M-22-2	$218.31
08M-22-3	$258.31
08M-22-4	$257.50
08M-22-5	$ 76.00
08M-22-6	$106.00
08M-22-7	$696.38
08M-22-8	$278.31
08M-22-9	$158.31
08M-22-10	$218.31
08M-22-11	$597.94
08M-22-12	$382.00
08M-22-13	$146.00
Total for Phase II	**$3,751.68**

Phase III – Please refer to letter from Millennium dated December 10, 2008

Invoice No.	***Amount***
08M53-1	$287.75
08M53-2	$238.31
08M53-3	$318.31
08M53-4	$278.50
08M53-5	$ 76.00
08M53-6	$106.00
08M53-7	$641.00
Total for Phase III	**$1,945.87**

MILLENNIUM ENGINEERS GROUP, INC.

PO BOX 4569 – EDINBURG, TEXAS 78540 – TEL. 956-383-8522 – FAX 956-383-0295

December 10, 2008

Hidalgo County Purchasing Department
Leticia Saenz
2812 S Highway 281
Edinburg, Texas 78539

Subject: Letter to Request Payment for Pending Balances for the Hidalgo County Health Department Projects Phase II and Phase III

Dear Letty:

Work authorization No. 1 was issued for testing at the Hidalgo County Health Department paving improvements. Generally the construction work in progress determines when testing is to be performed so as not to cause delays. Mr. Juan Carranza of Hidalgo County Precinct No. 4 gave us the directive to go do the testing at the Hidalgo County Health Department for the paving construction, as it was being needed because we are utilizing the contract we have with Hidalgo County Precinct No. 4 and the Health Department Projects are being routed thru Hidalgo County Precinct No. 4. It was at the very end that we found out that the construction included a Phase II and Phase III that required additional work authorizations. By that time we had already performed most of the testing as requested by the County. In the past we performed services as requested by the County when work authorizations were not required. We did the work for the County as soon as they requested it or needed it. The fact that we already had a work authorization in place for this project and that the construction continued to progress is why we continued to test as the services were requested by the County. We apologize for any inconvenience that might be due on our part.

We respectfully request payment on the services for the Hidalgo County Health Department paving improvements for Phase II and Phase III, which remain unpaid to date. The amount for project 08M22 Hidalgo County Health Department Parking Lot Phase II is $3,751.68 and the amount for project 08M53 Hidalgo County Health Department Parking Lot Phase III is $1,945.87.

Thanks again for your help.

Sincerely,

Hilary Urive

Hilary Urive

CC: Josie Escalante, Hidalgo County Health Department

Millennium Engineers Group, Inc.

PO Box 4569
Edinburg, Texas 78540-4569

Invoice

Date	Invoice #
1/8/2008	08M22-1

Bill To
Hidalgo County Precinct 4 c/o Javier Hinojosa Engineering 416 E. Dove Avenue McAllen, Texas 78501

Terms	Due Date	Project
Net 30	2/7/2008	08M22-Health Dept Parking Lot Phase II

Description	Qty	Rate	Amount
Field Density (Soils)	10	20.00	200.00
Vehicle Trip Charge	1	30.00	30.00
Engr. Technician	2.25	39.25	88.31
Clerical/Administrative	1	40.00	40.00
Contract # C-07-265-10-15			

Administration
Date: 01-08-08
Invoice Received by: RD
Invoice No.: 08M22-1
P.O. No.: 600944 Partial
Acct. No.: 8-1334-441-00-340-022-0-739
Amount Due: 358.31
Date: 01-09-08
Approved by:

We thank you for your prompt payment. Please remit to the above address.

Total	$358.31
Payments/Credits	$0.00
Balance Due	$358.31

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Millennium Engineers Group, Inc.

PO Box 4569
Edinburg, Texas 78540-4569

Invoice

Date	Invoice #
1/17/2008	08M22-2

Bill To
Hidalgo County Precinct 4 c/o Javier Hinojosa Engineering 416 E. Dove Avenue McAllen, Texas 78501

Terms	Due Date	Project
Net 30	2/16/2008	08M22-Health Dept Parking Lot Phase II

Description	Qty	Rate	Amount
Field Density (Soils)	3	20.00	60.00
Vehicle Trip Charge	1	30.00	30.00
Engr. Technician	2.25	39.25	88.31
Clerical/Administrative	1	40.00	40.00
Contract # C-07-265-10-15			

Administration
01-17-08
08M22-2
600944 PARTIAL
8-1334-441-00-340-022-0-739
218.31
07-09-08

We thank you for your prompt payment. Please remit to the above address.

Total	$218.31
Payments/Credits	$0.00
Balance Due	$218.31

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Millennium Engineers Group, Inc.

PO Box 4569
Edinburg, Texas 78540-4569

Invoice

Date	Invoice #
1/17/2008	08M22-3

Bill To
Hidalgo County Precinct 4 c/o Javier Hinojosa Engineering 416 E. Dove Avenue McAllen, Texas 78501

Terms	Due Date	Project
Net 30	2/16/2008	08M22-Health Dept Parking Lot Phase II

Description	Qty	Rate	Amount
Field Density (Soils)	5	20.00	100.00
Vehicle Trip Charge	1	30.00	30.00
Engr. Technician	2.25	39.25	88.31
Clerical/Administrative	1	40.00	40.00
Contract # C-07-265-10-15			

Administration
01-17-08
08M22-3
600944
8-1334-441-00-340-022-0-729
258.31
07-99881

We thank you for your prompt payment. Please remit to the above address.

Total	$258.31
Payments/Credits	$0.00
Balance Due	$258.31

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Millennium Engineers Group, Inc.

PO Box 4569
Edinburg, Texas 78540-4569

Invoice

Date	Invoice #
1/29/2008	08M22-4

Bill To
Hidalgo County Precinct 4 c/o Javier Hinojosa Engineering 416 E. Dove Avenue McAllen, Texas 78501

Terms	Due Date	Project
Net 30	2/28/2008	08M22-Health Dept Parking Lot Phase II

Description	Qty	Rate	Amount
Vehicle Trip Charge	2	30.00	60.00
Engr. Technician (Concrete)	3.75	42.00	157.50
Clerical/Administrative	1	40.00	40.00
Contract # C-07-265-10-15			

Administration
01-29-08
RB
08M22-4
600944
8-1334-441-00-340-
257.50
07.09.08

Acct 101
022-0-739

We thank you for your prompt payment. Please remit to the above address.

Total	$257.50
Payments/Credits	$0.00
Balance Due	$257.50

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Millennium Engineers Group, Inc.

PO Box 4569
Edinburg, Texas 78540-4569

Invoice

Date	Invoice #
1/29/2008	08M22-5

Bill To
Hidalgo County Precinct 4 c/o Javier Hinojosa Engineering 416 E. Dove Avenue McAllen, Texas 78501

Terms	Due Date	Project
Net 30	2/28/2008	08M22-Health Dept Parking Lot Phase II

Description	Qty	Rate	Amount
Concrete Specimen (Compression)	1	15.00	15.00
Engr. Technician (Concrete)	0.5	42.00	21.00
Clerical/Administrative	1	40.00	40.00
Contract # C-07-265-10-15			

Administration
01-29-08
08M22-5
600944
Partial
8-1734-441-00-340-022-0-739
76.00
07-09-08

We thank you for your prompt payment. Please remit to the above address.

Total	$76.00
Payments/Credits	$0.00
Balance Due	$76.00

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Millennium Engineers Group, Inc.

PO Box 4569
Edinburg, Texas 78540-4569

Invoice

Date	Invoice #
2/29/2008	08M22-6

Bill To
Hidalgo County Precinct 4 c/o Javier Hinojosa Engineering 416 E. Dove Avenue McAllen, Texas 78501

Terms	Due Date	Project
Net 30	3/30/2008	08M22-Health Dept Parking Lot Phase II

Description	Qty	Rate	Amount
Concrete Specimen (Compression)	3	15.00	45.00
Engr. Technician (Concrete)	0.5	42.00	21.00
Clerical/Administrative	1	40.00	40.00
Contract # C-07-265-10-15			

Administration
02-29-08
RM
08M22-6
600944
8-1334-441-00-340 Partial
022-0-739
106.00
07 09-08

We thank you for your prompt payment. Please remit to the above address.

Total	$106.00
Payments/Credits	$0.00
Balance Due	$106.00

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Millennium Engineers Group, Inc.

PO Box 4569
Edinburg, Texas 78540-4569

Invoice

Date	Invoice #
2/13/2008	08M22-7

Bill To
Hidalgo County Precinct 4 c/o Javier Hinojosa Engineering 416 E. Dove Avenue McAllen, Texas 78501

Terms	Due Date	Project
Net 30	3/14/2008	08M22-Health Dept Parking Lot Phase II

Description	Qty	Rate	Amount
Atterberg Limits	1	59.00	59.00
Gradation (Dry)	1	45.00	45.00
Washed Sieve Analysis	1	50.00	50.00
Standard Proctor	1	175.00	175.00
Wet Ball Mill	1	160.00	160.00
Vehicle Trip Charge	1	30.00	30.00
Engr. Technician	3.5	39.25	137.38
Clerical/Administrative	1	40.00	40.00
Contract # C-07-265-10-15			

Administration
02-13-08
MH
08M22-7
600944
PARTIAL
8-1334-441-00-340-022-0-739
696.38
07-09-08
Dbelt

We thank you for your prompt payment. Please remit to the above address.

Total	$696.38
Payments/Credits	$0.00
Balance Due	$696.38

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Millennium Engineers Group, Inc.

PO Box 4569
Edinburg, Texas 78540-4569

Invoice

Date	Invoice #
2/13/2008	08M22-8

Bill To
Hidalgo County Precinct 4 c/o Javier Hinojosa Engineering 416 E. Dove Avenue McAllen, Texas 78501

Terms	Due Date	Project
Net 30	3/14/2008	08M22-Health Dept Parking Lot Phase II

Description	Qty	Rate	Amount
Field Density (Soils)	6	20.00	120.00
Vehicle Trip Charge	1	30.00	30.00
Engr. Technician	2.25	39.25	88.31
Clerical/Administrative	1	40.00	40.00
Contract # C-07-265-10-15			

Administration
02-13-08
08M22-8
600944
8-1334-441-00-340-022-00-739
278.31
07-09-08

We thank you for your prompt payment. Please remit to the above address.

Total	$278.31
Payments/Credits	$0.00
Balance Due	$278.31

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Millennium Engineers Group, Inc.

PO Box 4569
Edinburg, Texas 78540-4569

Invoice

Date	Invoice #
2/12/2008	08M22-9

Bill To
Hidalgo County Precinct 4 c/o Javier Hinojosa Engineering 416 E. Dove Avenue McAllen, Texas 78501

Terms	Due Date	Project
Net 30	3/13/2008	08M22-Health Dept Parking Lot Phase II

Description	Qty	Rate	Amount
Vehicle Trip Charge	1	30.00	30.00
Engr. Technician	2.25	39.25	88.31
Clerical/Administrative	1	40.00	40.00
Contract # C-07-265-10-15			

Administration
02-12-08
RH
08M 22-9
600944
8-1334-441-00-340-022-0-739
158.31
07-09798

We thank you for your prompt payment. Please remit to the above address.

Total	$158.31
Payments/Credits	$0.00
Balance Due	$158.31

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Millenrium Engineers Group, Inc.
PO Box 456
Edinburg, Texas 78540-4569

Invoice

Date	Invoice #
2/12/2008	08M22-10

Bill To
Hidalgo County Precinct 4 c/o Javier Hinojosa Engineering 416 E. Dove Avenue McAllen, Texas 78501

Terms	Due Date	Project
Net 30	3/13/2008	08M22-Health Dept Parking Lot Phase II

Description	Qty	Rate	Amount
Field Density (Soils)	3	20.00	60.00
Vehicle Trip Charge	1	30.00	30.00
Engr. Technician	2.25	39.25	88.31
Clerical/Administrative	1	40.00	40.00
Contract # C-07-265-10-15			

Administration
02-12-08
08M22-10
600944
8-1374-441-20-340-0220-0-739
218.31
07-09-08

We thank you for your prompt payment. Please remit to the above address.

Total	$218.31
Payments/Credits	$0.00
Balance Due	$218.31

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Invoice

Date	Invoice #
6/23/2008	08M22-11

Bill To
Hidalgo County Precinct 4 c/o Javier Hinojosa Engineering 416 E. Dove Avenue McAllen, Texas 78501

Terms	Due Date	Project
Net 30	7/23/2008	08M22-Health Dept Parking Lot Phase II

Description	Qty	Rate	Amount
Asphalt Density (In-Place, Cores)	6	20.00	120.00
Asphalt Cores	6	50.00	300.00
Vehicle Trip Charge	1	30.00	30.00
Engr. Technician	2.75	39.25	107.94
Clerical/Administrative	1	40.00	40.00
Contract # C-07-265-10-15			

APPROVED
By: JAVIER HINOJOSA ENGINEERING
Date: 7/9/08

RECEIVED
JUL 200
HIDALGO COUNTY
PRECINCT #4

We thank you for your prompt payment. Please remit to the above address.

Total	$597.94
Payments/Credits	$0.00
Balance Due	$597.94

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Invoice

Date	Invoice #
6/11/2008	08M22-12

Bill To
Hidalgo County Precinct 4 c/o Javier Hinojosa Engineering 416 E. Dove Avenue McAllen, Texas 78501

Terms	Due Date	Project
Net 30	7/11/2008	08M22-Health Dept Parking Lot Phase II

Description	Qty	Rate	Amount
Extraction, Grad. and % Asphalt	1	225.00	225.00
Bituminous Mix Theoretical SPG	1	55.00	55.00
Bitumounous Compacted Specimen SPG (Lab Density)(3 Ea)	1	20.00	20.00
Engr. Technician (Asphalt)	1	42.00	42.00
Clerical/Administrative	1	40.00	40.00
Contract # C-07-265-10-15			

APPROVED
By:
JAVIER HINOJOSA ENGINEERING
Date: 7/9/08

RECEIVED
JUL 200
DRAINAGE

We thank you for your prompt payment. Please remit to the above address.

Total	$382.00
Payments/Credits	$0.00
Balance Due	$382.00

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Invoice

Date	Invoice #
7/1/2008	08M22-13

Bill To
Hidalgo County Precinct 4 c/o Javier Hinojosa Engineering 416 E. Dove Avenue McAllen, Texas 78501

Terms	Due Date	Project
Net 30	7/31/2008	08M22-Health Dept Parking Lot Phase II

Description	Qty	Rate	Amount
Hveem Stability	1	85.00	85.00
Engr. Technician (Asphalt)	0.5	42.00	21.00
Clerical/Administrative	1	40.00	40.00
Contract # C-07-265-10-15			

APPROVED
By: JAVIER HINOJOSA ENGINEERING
Date: 7/16/08

RECEIVED
JUL
HIDALGO COUNTY
HEALTH DEPT.

We thank you for your prompt payment. Please remit to the above address.

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Total	$146.00
Payments/Credits	$0.00
Balance Due	$146.00

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Invoice

Date	Invoice #
4/23/2008	08M53-1

Bill To
Hidalgo County Precinct 4 Commissioner Oscar Garza 1102 N. Doolittle Rd Edinburg, Texas 78541

Terms	Due Date	Project
Net 30	5/23/2008	08M53-Health Dept Parking Lot Phase III

Description	Qty	Rate	Amount
Field Density (Soils)	5	20.00	100.00
Vehicle Trip Charge	1	30.00	30.00
Engr. Technician	3	39.25	117.75
Clerical/Administrative	1	40.00	40.00
Contract # C-07-265-10-15			

We thank you for your prompt payment. Please remit to the above address.

Total	$287.75
Payments/Credits	$0.00
Balance Due	$287.75

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Invoice

Date	Invoice #
4/23/2008	08M53-2

Bill To
Hidalgo County Precinct 4 Commissioner Oscar Garza 1102 N. Doolittle Rd Edinburg, Texas 78541

Terms	Due Date	Project
Net 30	5/23/2008	08M53-Health Dept Parking Lot Phase III

Description	Qty	Rate	Amount
Field Density (Soils)	4	20.00	80.00
Vehicle Trip Charge	1	30.00	30.00
Engr. Technician	2.25	39.25	88.31
Clerical/Administrative	1	40.00	40.00
Contract # C-07-265-10-15			

We thank you for your prompt payment. Please remit to the above address.

Total	$238.31
Payments/Credits	$0.00
Balance Due	$238.31

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Invoice

Date	Invoice #
4/23/2008	08M53-3

Bill To
Hidalgo County Precinct 4 Commissioner Oscar Garza 1102 N. Doolittle Rd Edinburg, Texas 78541

Terms	Due Date	Project
Net 30	5/23/2008	08M53-Health Dept Parking Lot Phase III

Description	Qty	Rate	Amount
Field Density (Soils)	8	20.00	160.00
Vehicle Trip Charge	1	30.00	30.00
Engr. Technician	2.25	39.25	88.31
Clerical/Administrative	1	40.00	40.00
Contract # C-07-265-10-15			

We thank you for your prompt payment. Please remit to the above address.

Total	$318.31
Payments/Credits	$0.00
Balance Due	$318.31

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Invoice

Date	Invoice #
5/29/2008	08M53-4

Bill To
Hidalgo County Precinct 4 Commissioner Oscar Garza 1102 N. Doolittle Rd Edinburg, Texas 78541

Terms	Due Date	Project
Net 30	6/28/2008	08M53-Health Dept Parking Lot Phase III

Description	Qty	Rate	Amount
Vehicle Trip Charge	2	30.00	60.00
Engr. Technician (Concrete)	4.25	42.00	178.50
Clerical/Administrative	1	40.00	40.00
Contract # C-07-265-10-15			

We thank you for your prompt payment. Please remit to the above address.

Total	$278.50
Payments/Credits	$0.00
Balance Due	$278.50

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Invoice

Date	Invoice #
5/29/2008	08M53-5

Bill To
Hidalgo County Precinct 4 Commissioner Oscar Garza 1102 N. Doolittle Rd Edinburg, Texas 78541

Terms	Due Date	Project
Net 30	6/28/2008	08M53-Health Dept Parking Lot Phase III

Description	Qty	Rate	Amount
Concrete Specimen (Compression)	1	15.00	15.00
Engr. Technician (Concrete)	0.5	42.00	21.00
Clerical/Administrative	1	40.00	40.00
Contract # C-07-265-10-15			

We thank you for your prompt payment. Please remit to the above address.

Total	$76.00
Payments/Credits	$0.00
Balance Due	$76.00

Phone #	Fax #
(956) 383-8522	(956) 383-0295

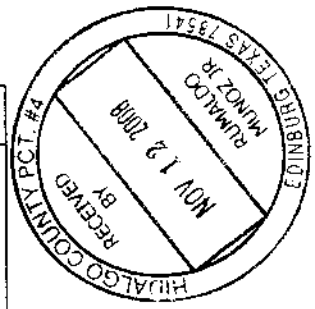
Miilennium Engineers Group, Inc.

PO Box 4569
Edinburg, Texas 78540-4569

Invoice

Date	Invoice #
10/30/2008	08M53-6

Bill To
Hidalgo County Precinct 4 Commissioner Oscar Garza 1102 N. Doolittle Rd Edinburg, Texas 78541



Terms	Due Date	Project
Due on receipt	10/30/2008	08M53-Health Dept Parking Lot Phase III

Description	Qty	Rate	Amount
Concrete Specimen (Compression)	3	15.00	45.00
Engr. Technician (Concrete)	0.5	42.00	21.00
Clerical/Administrative	1	40.00	40.00
Contract # C-07-265-10-15			

We thank you for your prompt payment. Please remit to the above address.

Total	$106.00
Payments/Credits	$0.00
Balance Due	$106.00

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Millennium Engineers Group, Inc.

PO Box 4569
Edinburg, Texas 78540-4569

Invoice

Date	Invoice #
5/29/2008	08M53-7

Bill To
Hidalgo County Precinct 4 Commissioner Oscar Garza 1102 N. Doolittle Rd Edinburg, Texas 78541

Terms	Due Date	Project
Net 30	6/28/2008	08M53-Health Dept Parking Lot Phase III

Description	Qty	Rate	Amount
Asphalt Density (In-Place, Cores)	6	20.00	120.00
Asphalt Cores	6	50.00	300.00
Bituminous Mix Theoretical SPG	1	55.00	55.00
Engr. Technician (Asphalt)	3	42.00	126.00
Clerical/Administrative	1	40.00	40.00
Contract # C-07-265-10-15			

We thank you for your prompt payment. Please remit to the above address.

Total	$641.00
Payments/Credits	$0.00
Balance Due	$641.00

Phone #	Fax #
(956) 383-8522	(956) 383-0295

AI-12928 **19.F.1.**

Ratification for CAS Purchase Order

CC REGULAR

Date:	12/23/2008
Submitted By:	Tanya Delira, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.

Agenda Category: Purchasing Department **Purchasing only:** Buildings & Grounds

Information

CAPTION

Requesting ratification of purchase order #614409 to CAS Companies TIPS Contract No. 1052507 in the amount of $6,000.0 for the assesment for repairs to the court house main electrical disconnect. A letter from B & G was submitted for this emergency purchase due to the importance and safety of the public and employees in the building.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 81100419402200010431

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

BUDGETARY IMPACT:

Funding encumbered for PO# 614409 as of 12-16-08.

Attachments

Link: CAS

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/18/2008 01:46 PM	APRV
2	Budget & Management	Veronica Lopez	12/18/2008 02:51 PM	APRV
3	Dale Kennan	Dale Kennan	12/18/2008 03:24 PM	APRV
4	Auditor's Office		12/19/2008 05:13 PM	NEW

Form Started By: Tanya Delira Started On: 12/17/2008 03:33 PM

Final Approval Date: 12/19/2008

C.C. 12/23/08
Regular
12928

Requisition

Req # 00145208
PO # 61409
Date: 12/15/08

Bill To: x
x

Vendor : 347647
CAS COMPANIES
111 BRAND LANE, STE 400
STAFFORD TX 77477
FAX (281)499-6655

Ship To: BUILDINGS & GROUNDS
100 E. CANO, 2ND FL
EDINBURG TX 78539

Contact: ALMA
956-289-7851

Contract No:

Special Instructions:
REQ 1555

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		TIPS CONTRACT NO. 1052507 DO NOT DUPLICATE ORDER		
1.00	EACH	ASSESSMENT FOR REPAIRS TO THE COURTHOUSE MAIN ELECTRICAL DISCONNECT	6,000.00	6,000.00
		Account No	Encumbrance	
		8-1100-419-40-220-001-0-431	6,000.00	
			Freight	.00
			Total	6,000.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Purchase Order

COUNTY OF HIDALGO

PO#: 614409

DATE: 12/16/08

Needed 12-15-08

VENDOR: 347647 REQ:00145208
FAX (281)499-6655 Email:
Phone:(888)599-4747
CAS COMPANIES
111 BRAND LANE, STE 400
STAFFORD TX 77477
Vendor Acct:

BUYER:
SHIP TO: BUILDINGS & GROUNDS
100 E. CANO, 2ND FL
EDINBURG TX 78539

CONTACT:
SITE: GENERAL GOVERNMENT BUILDINGS
Contract No:

Special Instructions:
REQ 1555

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION. THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		TIPS CONTRACT NO. 1052507		
1	EACH	ASSESSMENT FOR REPAIRS TO THE COURTHOUSE MAIN ELECTRICAL DISCONNECT	6,000.00	6,000.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		6,000.00
		********** For Hidalgo County use only **********		
		8-1100-419-40-220-001-0-431 6,000.00		
		Approved		

COPY

Authorized by: Martha L. Salazar

The Interlocal Purchasing System

Tuesday 16. December 2008

Print friendly

Software Search (publishers/Vendor)
Go

Product Search Tips-USA
Go

Tips-Texas Vendor Details

TIPS Vendor:	**CAS Companies LP**	
Contract Information:	Contract Type: **Regular**	Contract Number: **1052507**
Contract Expiration Date:	05/24/2009 Commodity: Trades, Temporary Labor & Materials	
Service/Product Description:	CAS Companies is an active participant in the residential, commercial, and industrial markets offering the following services: HVAC Mechanical Installation, Ductwork Installationng, System Cleaning and Decontamination; Dehumidification – Moisture Control, Fire, Smoke and Water Damage Mitigation; Mold/Microbial Remediation; Asbestos Abatement; Lead Abatement; General Cleaning; Post-Construction Clean-up; Disaster Restoration, Recovery and Clean-up Services; Suicide Response and General Contracting Services. Clean Air Solutions offers a number of auxiliary services to ensure customer satisfaction. Please do not hesitate to contact us for your comprehensive proposal.	
Vendor Website :	http://www.CAScompanieslp.com	Pricing :
VENDOR CONTACT(S):	Name: Bill Bowlin Position: Sales Contact Phone: 281-499-4747 Fax : 281-499-6655 Mobile : E-Mail: bbowlin@cascompanieslp.com Territory: Tx	Name: Aaron Garcia Position: South Texas Manager Phone: 888-599-4747 Fax : 281-499-6655 Mobile : 956-534-7783 E-Mail : agarcia@cascompanieslp.com Territory: Tx
	Name: Jeff Galvan Position: Manager Phone: 888-599-4747 Fax : 281-499-6655 Mobile : 713-907-5281 E-Mail : jgalvan@cascompanieslp.com Territory: Tx	
Purchase Order Requirements:		
FAX or MAIL ALL Purchase Orders to:	Address: PO Box 1894 City: Mt. Pleasant State: TX 75456 Zip: 75456 **FAX: 866-839-8472**	
Federal ID Number:		
Payment to:	Address: 111 Brand Lane Suite 400 City : Stafford State: TX	

	ZIP : 77477
Automated or Regular :	
TIPS Contact:	Name :David Mabe Phone :866-839-8477 Fax :866-839-8472 E-mail :tips@reg8.net Mobile :903-243-4789
Vendor MWBE/HUB Status :	

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For more information Contact Us

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For more information Contact Us

BUILDING & GROUNDS
County Of Hidalgo

DANIEL FLORES
Director

To: Martha Salazar, Agent - Purchasing Dept.

From: Javier Carreon, Project Manager - Buildings & Grounds Dept.

Date: December 16, 2008

Re: Hidalgo Co. Courthouse Electrical Upgrade Report

This memo is in reference to the electrical upgrades at the Hidalgo County Courthouse, due to the past electrical outages and current office equipment on site. The main electrical panel is in need of upgrades to meet NEC code standards to avoid future delays or interruptions of the Courthouse operations. At this point due to the importance and safety of the public and employees in the building, I am recommending to solicit professional engineering assistance from a state awarded contractor to expedite the project. And more importantly, accept any recommendations or advise from the contractor and possibly a quote for the upgrades. Thank-you!

Please call me if any questions arise regarding this matter at 965-207-9257 or ext. 4358.

Cc: Daniel Flores, Director – Buildings & Grounds Dept.

Gabriel H. Garza, Assistant Project Manager – Buildings & Grounds Dept.

Valde Guerra, Executive Officer – Commissioners Court

Roy Quintanilha, Director – Safety Division

AI-12952 **19.F.2.**

Request for payment of Invoichttp://agenda.hgoco.net/frs/agenda/agenda_memo.ce No. 08-104STCO from CAS Companies-Asbestos abatement in Courtroom CCL#5

CC REGULAR

Date:	12/23/2008
Submitted By:	Moises Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.

Agenda Category: Purchasing Department **Purchasing only:** Buildings & Grounds

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of request for payment for Invoice #08-104STCO in the total amount of $ 43,306.71 submitted by Clean Air Solutions with clarification due to date on the Invoice is prior to purchase order order date and subject to County Auditor's review and completion of processing procedures with authority for County Treasurer issue payment/check in connection with PO # 604242 for: "Asbestos abatement services in courtroom (CCL#5) & hallway" .

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1336-412-00-220-010-0-431

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

BUDGETARY IMPACT:

PO# 604242 has $43,306.71 available to pay the pending invoice.

Attachments

Link: Agenda Bkp

Link: 12952

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/18/2008 02:33 PM	APRV
2	Budget & Management	Veronica Lopez	12/18/2008 02:54 PM	APRV
3	Dale Kennan	Dale Kennan	12/18/2008 05:17 PM	APRV
4	Auditor's Office		12/19/2008 05:13 PM	NEW

Form Started By: Moises Salazar Started On: 12/17/2008 05:20 PM

Final Approval Date: 12/19/2008

Purchase Order

PO#: 604242

COUNTY OF HIDALGO

DATE: 05/28/08

Needed 05-27-08

VENDOR: 347647 REQ:00133199
FAX (281)499-6655 Email:
Phone:(888)599-4747
CLEAN AIR SOLUTIONS, LP
111 BRAND LANE, STE 400
STAFFORD TX 77477
Vendor Acct:

BUYER:
SHIP TO: BUILDINGS & GROUNDS
100 E. CANO, 2ND FL
EDINBURG TX 78539

CONTACT:
SITE: GENERAL GOVERNMENT BUILDINGS
Special Instructions: Contract No:
REQ 703..ABATEMENT COURTHOUSE 2ND FLOOR

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		TIPS VENDOR--APPROVED THRU CC ON REG AGENDA ITEM# AI-9414		
1	EACH	PROPOSAL TO PROVIDE ASBESTOS/ ABATEMENT SERVICE TO COURTHOUSE 2ND FLOOR	43,306.71	43,306.71
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		43,306.71

****

For Hidalgo County use only

8-1334-412-00-220-010-0-431 43,306.71

Approved

Authorized by: Martha L. Salazar

clean Air solutions

RECEIVED
DEC 15 2008
By 1.4:21pm

Invoice

Date	Invoice #
4/18/2008	08-104STCO

Bill To
Hidalgo County PO Box 1356 Edinburg, TX 78539 Attn: Purchasing

Due Date	Terms	P.O. Number	CAS - Project #	Project Name
4/28/2008	Net 10	604242	2008-104ST-06	Courthouse Asbestos

Quantity	Description	Price Each	Amount
1	Asbestos Abatement at Courthouse ADDITIONAL work performed per original work order PO# 604242	43,306.71	43,306.71

RECEIVED
OCT 22 2008
HIDALGO COUNTY
AUDITOR'S
OFFICE

8-1336-112-00-220-010-0-431
43,306.71

GOOD SERVICES RECEIVED BY:
INVOICE RECEIVED BY: ON 10/22/08
PO# 604242

Thank you for your business.

Tax (0.0%)	$0.00
Total	**$43,306.71**

Please remit to: Clean Air Solutions
111 Farand lane, Suite 400
Stafford, Texas 77477

2. **Requesting approval and/or ratification (whichever is applicable) of Architect's Supplemental instructions No. I (funded from the Betterment Allowance) in the amount of $10,000.00, to contractor CRC Design Consultant in connection with the "Construction of New Offices for Hidalgo County Precinct No. 4" C-07-033-04-17**

On motion of Commissioner Flores, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

F. Justices of the Peace

1. **Requesting authority to exercise the additional one year extension (as provided under contract) for the "Lease of Office Space for Justice Of the Peace Pct. 2, P1. 1" under the same rates, terms and conditions with CMK Constructions Products with an effective date of 06/06/08 - 06/06/09. (Lease Contact No. 0-06-127-06-06)**

On motion of Commissioner Flores, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

G. Buildings & Grounds

1. **Presentation for discussion, consideration, acceptance and approval (award) of proposal (s) received from Clean Air Solutions (awarded vendor for construction services through our membership/participation with Texas Interlocal Purchasing System (TIPS) for the provision of labor, materials and related accessories, to include but not limited to additional unforeseen asbestos abatement & remediation to A/C duct work, hallways and other affected areas on first and/or second floors of Courthouse due to water damage (sustained during the water line ruptures of 3/14-15/08) with the following proposed amounts for the various tasks to complete the on-going project to dry-out, abate/remediate and build back as approved by Commissioners Court on 04/22/08.**

A. Asbestos Abatement for A/C duct system $ 24,181.24
B. Build Back of A/C duct system $ 12,647.28
C. Dry Out damage in courtroom (CCL#5) & hallway $ 9,955.06
D. Asbestos abatement in courtroom (CCL#5) & hallway $ 43,306.71
E. Build back of courtroom (CCL#5) & hallway $122, 040.35
Combined Total $ 212,130.64

On motion of Commissioner Flores, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval on items A thru E.

2. **Presentation discussion, consideration and approval to accept proposal/invoice from ACI Environmental Consultants in the amount not to exceed $5,150.00 to provide monitoring and reporting in connection with the abatement and remediation of the asbestos containing material found in the A/C duct (mastic tape) on 2nd Floor Hallway and arising from the water damage occurring during the ruptured water line(s) on 3/14-15/08.**

On motion of Commissioner Flores, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2802 South Highway 281
Edinburg, Texas 78539-3587
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBPAGE: http://www.hidalgocountyauditor.org
E-MAIL: hidalgoauditors@countyofhidalgo.org

MAILING ADDRESS:
HIDALGO COUNTY AUDITOR'S OFFICE
P. O. BOX 689
EDINBURG, TEXAS 78540-0689

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY **DATE: 11/18/2008**

TO : ALMA YBARRA **DEPT: BLDGS & GRDS**

FROM: LUPITA GARZA/ACCOUNTS PAYABLE SPECIALIST II **PHONE: (956) 318-2511 EXT 4630**

REFERENCE: CLEAN AIR SOLUTIONS INVOICE#08-104STCO

THE FOLLOWING DOCUMENT (S), i.e. IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

PAYMENT (S) OF CLAIMS RELATED TO THIS DOCUMENT (S) WILL BE MADE AS SOON AS POSSIBLE AFTER CORRECTIVE ACTIONS HAS BEEN TAKEN AND THE CORRECTED AND PROPER DOCUMENTATION HAS BEEN SUBMITTED/RESUBMITTED TO THE AUDITOR'S OFFICE WITH SUFFICIENT TIME FOR THE AUDITOR TO EXAMINE AND APPROVE BEFORE THE NEXT SCHEDULED MEETING OF THE HIDALGO COUNTY COMMISSIONERS COURT, AS PER LOCAL GOVERNMENT CODE 113.064.

[] EXPENDITURE INCURRED BEFORE PURCHASE ORDER ISSUED – PLEASE FOLLOW PROPER CLAIMS PROCEDURES

[ ] PURCHASE ORDER NUMBER IS INCONSISTENT WITH INVOICE

[ ] AMOUNT BILLED DOES NOT MATCH THE PURCHASE ORDER AMOUNT

[ ] VENDOR ON PURCHASE ORDER DOES NOT MATCH INVOICE

[] INSUFFICIENT DOCUMENTATION TO PROCESS PAYMENT

[ ] SIGNATURE OR DATE NOT PRESENT

[ ] SYSTEM SHOWS INVOICE PAID

[ ] INSUFFICIENT FUNDING IN ACCOUNT _____ AVAILABLE _____

[] NEED APPROVAL OF: DEPARTMENT HEAD

[] NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS):

[ ] NEEDS CORRECTION (S):

[X] OTHER: SENDING ORIGINAL INVOICE WITH COPY OF PURCHASE ORDER

[X] COMMENTS/RECOMMENDATION: AS PER OUR TELEPHONE CONVERSATION, RETURNING INVOICE, NEED TO PLACE INVOICE ON COMMISSIONERS COURT FOR APPROVAL FOR PAYMENT. BEING THAT THE SERVICES WAS PROVIDED BEFORE IT WAS APPROVED THROUGH COURT. THANK YOU

Lupita Garza

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR. JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | THOMAS P. WINGATE JUDGE, 430TH D.C. | DANIEL G. RIOS JUDGE, 449TH D.C.

December 17, 2008

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent
2812 So. Bus. Hwy. 281
Edinburg, TX. 78539
(956) 318.2626
(956) 318.2629 fax
martha.salazar@co.hidalgo.tx.us

Re: Hidalgo County Court House Asbestos Abatement
PO No: 604242 Dated 6.28.2008

Ms. Salazar,

For clarification on this specific job we completed for you at the Hidalgo County Courthouse. We started the job prior to receiving a PO from the county due to the fact of the location of the asbestos and the importance of the job being completed in an emergency response. The additional asbestos was located on the second floor HVAC duct and the County Court of Law No. 5. We were asked by the county to expedite this project due to the liability involved due to the courthouse traffic in this area. We were also under a time line for the overall project. We were under the impression it was alright for us to commence our abatement with only a verbal OK / PO from buildings and grounds.

We are sorry for the confusion and apologize for any inconvenience this has brought to the county.

Sincerely,

Allan R. Moore

Construction, Mechanical and Environmental Services

amoore@calsp.com
361-774-5889 cell
210-579-7272 efax

1708 Santa Ana Avenue
Rancho Viejo, Texas 78575
Phone: 888.599.4747
Fax: 956.350.2420

111 Brand Lane Suite 400
Stafford, Texas 77477
Phone: 281.499.4747
Fax: 281.499.6655

AI-12920 **19.G.1.**

BCAP - PCT NO 2 AUTHORITY TO ADVERTISE

CC REGULAR

Date: 12/23/2008

Submitted By: Laura Moya, PURCHASING DEPT.

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department **Purchasing only:** CAP Pct.2

Information

CAPTION

Requesting authority to advertise for “Road & Drainage Construction of Sundowner Recreational Center and Citriana Village Subdivision” a BCAP Project with plans, specifications and procurements packet developed and drafted through project engineer, Dos Logistics Engineering.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1312-431-00-122-XXX-0-XXX

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

BUDGETARY IMPACT:

Program 154 & 940. For funding availablity please the attached 2008 Expense Report for BCAP (1312) program 154 & 940 dated as of 12/18/08.

Attachments

Link: 2008 Exp Rpt for BCAP (1312) program 154 & 940 12-18-08

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/18/2008 12:58 PM	APRV
2	Budget & Management	Veronica Lopez	12/18/2008 01:38 PM	APRV
3	Dale Kennan	Dale Kennan	12/18/2008 02:09 PM	APRV
4	Auditor's Office		12/19/2008 05:13 PM	NEW

Form Started By: Laura Moya Started On: 12/17/2008 02:32 PM

Final Approval Date: 12/19/2008

Hidalgo County

Expenditure Summary Report

Standard Report Format

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1312 BORDER COLONIA ACCESS PROGRAM ROUND III							
8-1312-431-00-122-154-0-312	CITRIANA VILLAGE SUBD-INDIRECT COSTS	12,795.00	.00	.00	.00	12,795.00	.00
8-1312-431-00-122-154-0-334	CITRIANA VILLAGE SUBD-ENG & ARCH SRV	44,375.45	.00	.00	.00	44,375.45	.00
8-1312-431-00-122-154-0-339	CITRIANA VILLAGE SUBD-OTHER PROF SRVS	14,119.46	.00	.00	.00	14,119.46	.00
8-1312-431-00-122-154-0-733	CITRIANA VILLAGE SUBD-DRAINAGE DITCHES	165,795.00	.00	.00	.00	165,795.00	.00
8-1312-431-00-122-154-0-734	CITRIANA VILLAGE SUBD-SUBD STREETS	237,618.23	.00	.00	.00	237,618.23	.00
8-1312-431-00-122-154-0-899	CITRIANA VILLAGE SUBD-CONTINGENCY	10,966.82	.00	.00	.00	10,966.82	.00
8-1312-431-00-122-940-0-312	SUNDOWNERS RTMNT CTR SUBD-INDIRECT COSTS	4,354.83	.00	.00	.00	4,354.83	.00
8-1312-431-00-122-940-0-334	SUNDOWNERS RTMNT CTR SUB-ENG & ARCH SRVS	19,424.96	.00	.00	.00	19,424.96	.00
8-1312-431-00-122-940-0-339	SUNDOWNERS RTMNT CTR SUB-OTHER PROF SRVS	6,180.67	.00	.00	.00	6,180.67	.00
8-1312-431-00-122-940-0-733	SUNDOWNERS RTMNT CTR SU-DRAINAGE DITCHES	100,895.00	.00	.00	.00	100,895.00	.00
8-1312-431-00-122-940-0-734	SUNDOWNERS RTMNT CTR SUBD-SUBD STREETS	75,695.55	.00	.00	.00	75,695.55	.00
8-1312-431-00-122-940-0-899	SUNDOWNERS RTMNT CTR SUBD-CONTINGENCY	3,214.73	.00	.00	.00	3,214.73	.00
1312 BORDER COLONIA ACCESS PROGRAM ROUND III		**695,435.70**	**.00**	**.00**	**.00**	**695,435.70**	**.00**
8 YEAR		**695,435.70**	**.00**	**.00**	**.00**	**695,435.70**	**.00**

AI-12813 **19.H.1.**

Release of Retainage North Cross Estates Pct. 3

CC REGULAR

Date:	12/23/2008
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department **Purchasing only:** CAP Pct.3

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of Application for Retainage Release in the amount of $11,086.82 from Asago LLC, dba Asago Construction contracted vendor for North Cross Estates Subdivision submitted by engineer Hinojosa Engineering, Inc. C-CAP-08-006-03-06.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 8 **ACCT. #:** 8-1311-206-00-000-013-0-000

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

BUDGETARY IMPACT:

P.O.# 604201

Attachments

Link: Release of Retainage North Cross Estates Pct. 3

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Laura Moya	Laura Moya	12/19/2008 03:07 PM	APRV
2	Purchasing Department	Marty Salazar	12/19/2008 03:23 PM	APRV
3	Budget & Management	Veronica Lopez	12/19/2008 03:32 PM	APRV
4	Erika Reyna	Erika Reyna	12/19/2008 04:34 PM	APRV
5	Auditor's Office		12/19/2008 05:13 PM	NEW

Form Started By: Marcie Jackson Started On: 12/11/2008 09:40 AM

Final Approval Date: 12/19/2008

Texas Department of Transportation

PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

December 4, 2008

Mr. Agapito Vargas, Director
Hidalgo County Border Colonia Access Program
301 East State Street
Pharr, Texas 78577

Dear Mr. Vargas:

TxDOT has completed a final inspection of Hidalgo County Border Colonia Access Program second-call projects Eldora Gardens, CSJ 2C1080252, and North Cross Estates, CSJ 2C1080498. The projects were built according to plans and dimensions on record with TxDOT and drainage was in place. The projects looked good.

Please let me know if you have questions.

Sincerely,

Sharon Slagle
Border Colonia Access Program Manager

APPLICATION FOR RELEASE OF RETAINAGE

To: Hidalgo County (OWNER)
From: Asago Construction (CONTRACTOR)
Contract: CAP-08-006-03-06 LRM
Project: North Cross Estates
OWNER's Contract No. CAP-08-006-03-06 ENGINEER's Project No. 06-245
For Work accomplished through the date of: 7/3/2008

1.	Original Contract Price:	$ 108,466.25
2.	Net change by Change Orders and Written Agreements (+ or -):	$ 2,401.90
3.	Current Contract Price (1 plus 2):	$ 110,868.15
4.	Total completed and stored to date:	$ 110,868.15
5.	Retainage (per Agreement):	
	_____ of completed Work: $ -	
	_____ of stored material: $ -	
	Total Retainage:	$ -
6.	Total completed and stored to date less retainage (4 minus 5):	$ 110,868.15
7.	Less previous Application for Payments:	$ 99,781.34
8.	**AMOUNT DUE THIS APPLICATION (6 MINUS 7):**	$ 11,086.81

P.O.# 604201

Accompanying Documentation:

8·1311·206·00·000·013·0·000 = $11,086.81

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 2 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 9/9/08 Asago, LLC dba Asago Construction
CONTRACTOR

By: _____

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 9th day of September, 2008

Mayela G Duque
Notary Public
My Commission expires: November 21, 2009

NOTARY PUBLIC STATE OF TEXAS
Mayela G Duque
My Commission Expires
11/21/2009

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 9.09.08 Hinojosa Engineering Inc
ENGINEER

By: _____

INVOICE RECEIVED BY:
Julie ON 9/9/08
GOODS/SERVICES RECEIVED BY:
Orquidia Vargas ON 7/3/08

CONTRACTOR NAME:	Asago Construction
STARING DATE:	5/12/2008
PROJECT ENDING DATE:	7/3/2008
RETAINAGE PERCENT:	10 Percent

Application No.:	1
Application Date:	10/15/2008
Period To:	7/3/2008
Enginner Firm:	Hinojosa Engineering

Summary

CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No. 1	Payment Application No. 2	Payment Application No. 3	Payment Application No. 4	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
CAP-08-006-03-06	North Cross	$108,466.25	$110,868.15	$47,583.50	$60,882.75	$2,401.90		$110,868.15	$0.00	$11,086.82	$11,086.82	$99,781.32	$11,086.83

Prepared and Checked By:

Signature:

Printed Name: Raul Iglesias

Date: 10/15/2008

Estimate Quantity Update Worksheet
Nornt Cross Estates
Colonia Access Program Project - Precinct No.3
CAP-08-006-03-06
Contractor: Asago Construction

Item No.	Description	Quantity	Unit	Unit Price	Project Amount	RFP 1 Monthly Quantity	RFP 1 Quantity to Date	RFP 1 Item Cost (Monthly)	RFP 2 Monthly Quantity	RFP 2 Quantity to Date	RFP 2 Item Cost (Monthly)	RFP 3 Monthly Quantity	RFP 3 Quantity to Date	RFP 3 Item Cost (Monthly)	RETAINAGE REQUEST Monthly Quantity	RETAINAGE REQUEST Quantity to Date	RETAINAGE REQUEST Item Cost (Monthly)
Roadway																	
100	Preparing ROW	12.75	STA	$ 750.00	$9,562.50	12.75	12.75	$9,562.50	0	12.75	$0.00	0	12.75	$0.00	0	0	$0.00
110	Excavation	1,595.00	CY	$ 7.00	$11,165.00	1595	1595	$11,165.00	0	1595	$0.00	0	1595	$0.00	0	0	$0.00
247	Flex Base	882	CY	$ 5.00	$4,410.00	0	0	$0.00	882	882	$4,410.00	0	882	$0.00	0	882	$0.00
251	Reworking Base Material (DC)(TY D CL2)	882	CY	$ 5.00	$4,410.00	882	882	$4,410.00	0	882	$0.00	0	882	$0.00	0	0	$0.00
260	Lime Treated Subgrade	3,970	SY	$ 2.00	$7,940.00	0	0	$0.00	3970	3970	$7,940.00	0	3970	$0.00	0	3970	$0.00
260	Lime (Ty A or B)	49.10	TON	$ 175.00	$8,592.50	0	0	$0.00	49.1	49.1	$8,592.50	0	49.1	$0.00	0	49.1	$0.00
262	Lime Treated Base (8")	3,970	GAL	$ 2.00	$7,940.00	0	0	$0.00	3970	3970	$7,940.00	0	3970	$0.00	0	3970	$0.00
262	Lime treatment	18.87	TON	$ 175.00	$3,302.25	0	0	$0.00	18.87	18.87	$3,302.25	0	18.87	$0.00	0	18.87	$0.00
502	Barricades, Signs & Traffic Handling	1.5	MO	$ 1,000.00	$1,500.00	1	1	$1,000.00	0.5	1.5	$500.00	0	1.5	$0.00	0	0.5	$0.00
506	Construction Exits (TY 2) (Install)	72.5	SY	$ 40.00	$2,900.00	72.5	72.5	$2,900.00	0	72.5	$0.00	0	72.5	$0.00	0	0	$0.00
506	Construction Exits (TY 2) (Remove)	72.5	SY	$ 20.00	$1,450.00	0	0	$0.00	72.5	72.5	$1,450.00	0	72.5	$0.00	0	72.5	$0.00
530	Turnouts (Asph-Conc-Pav)	72.5	LF	$ 50.00	$3,625.00	0	0	$0.00	72.5	72.5	$3,625.00	0	72.5	$0.00	0	72.5	$0.00
644	Small Road Sign Assm (Ty A)	1	LF	$ 500.00	$500.00	0	0	$0.00	1	1	$500.00	0	1	$0.00	0	1	$0.00
5249	Temp Sediment Control Fence	312	SY	$ 8.00	$2,496.00	312	312	$2,496.00	0	312	$0.00	0	312	$0.00	0	0	$0.00
5249	Temp Sediment Control Fence (Remove)	312	EA	$ 4.00	$1,248.00	0	0	$0.00	312	312	$1,248.00	0	312	$0.00	0	312	$0.00
Drainage																	
464	RCP (CL III) (18")	54	LF	$ 25.00	$1,350.00	54	54	$1,350.00	0	54	$0.00	0	54	$0.00	0	54	$0.00
464	RCP (CL III) (15")	880	LF	$ 15.00	$13,200.00	880	880	$13,200.00	0	880	$0.00	0	880	$0.00	0	880	$0.00
467	Safety End Treatment	2	EA	$ 750.00	$1,500.00	2	2	$1,500.00	0	2	$0.00	0	2	$0.00	0	2	$0.00
530	Driveways (Ty PRB-1) (ACP) (1")	447	SY	$ 25.00	$11,175.00	0	0	$0.00	447	447	$11,175.00	0	447	$0.00	0	447	$0.00
530	Driveways (Ty PRB-1) (Concrete)	510	SY	$ 20.00	$10,200.00	0	0	$0.00	510	510	$10,200.00	0	510	$0.00	0	510	$0.00
	Reworking Ditches and Culvert Pipe	-	LS	$ 2,401.90	$0.00	0	0	$0.00	0	0	$0.00	1	1	$2,401.90	0	1	$0.00
				TOTAL	$108,466.25			Totals: $47,583.50			Totals: $60,882.75			Totals: $2,401.90			Totals: $0.00
								Roadway: $31,533.50			Roadway: $39,507.75			Roadway: $0.00			Roadway: $0.00
								Drainage: $16,050.00			Drainage: $21,375.00			Drainage: $2,401.90			Drainage: $0.00

Totals to Date:

Roadway: $71,041.25
Drainage: $39,826.90
Total: $110,868.15

Prepared and Checked by: Signature: _____ Date: 9-11-08
Printed Name: Ricardo Hinojosa, P.E.

ASAGO CONSTRUCTION

"QUALITY AND SERVICE"

RAÚL IGLESIAS
Manager

ASAGO, LLC
2113 Pecos
Mission, TX 78572
(956) 607-0741 office
(956) 585-7040 fax
iglesias@hiline.net

August 27, 2008

Mr. Rey Robles, P.E.
Hinojosa Enginerring
108 W. 18th St.
Mission, TX 78572

RE: Hidalgo County
Drainage and Paving Construction at North Cross Subdivision

List of Suppliers

South Tex Concrete Ready Mix	P.O. Box 1518, Edinburg, Tx 78540
Valley Caliche Products, Inc.	P.O. Box 1086, Mission, Tx 78573
Rio Valley Pipe Ltd.	7301 W. Expressway 83, Mission, Tx 78572

The above companies are the suppliers used by Asago Construction on the above mentioned project

If you have any questions, please call me at (956) 607-0741

Best Regards,

Raul Iglesias, Manager

CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON July 7, 2008 A FINAL INSPECTION was made of the project herein described:

Road and Drainage Improvements of North Cross Subdivision

DATE: March 6, 2008

OWNER: Hidalgo County Precinct No.3

CONSTRUCTION CONTRACTOR: **Asago Construction** OF THE CITY OF **Mission**, STATE OF TEXAS.

PROJECT DESCRIPTION

CONSTRUCTION OF: Border Colonia Access Project
Road and Drainage Improvements of North Cross Subdivision
CONTRACT # **CAP-08-006-03-06**
Located in or near the Hidalgo County Precinct No.3

THIS TO CERTIFY:

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exception: **None**

2. That the sum of (0), deducted from final payment of the **Asago Contruction**, is a fair and equitable settlement for the foregoing except work.

3. That **Asago Construction**, has presented a "Certificate of Release" stating under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.

4. That **Asago Contruction**, has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good faulty workmanship and/or materials discovered in the work within a period of one year from date of final inspection, as provided in said contract.

5.

Amount of Original Contract :	$ 108,466.25
Present Amount of Contract:	$ 110,868.15
Total Amount of earned to date:	$ 110,868.15
Less: previous payments:	$ 99,781.33
Authorized deductions:	$ 0.00
AMOUNT OF FINAL PAYMENT:	**$ 11,086.82**

6. That the final payment in the amount of (**$11,086.82**) is now due and payable.

CONCURERED BY:

Asago Construction

By: _____
Raul Iglesias

Hinojosa Engineering, Inc.

By: _____
Ricardo Hinojosa, P.E.

Hidalgo County

By: _____
J.D. Salinas, County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: 11/12/08

ORIGINAL

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

PROJECT: Road and Drainage Construction at North Cross Subdivision
OWNER: Hidalgo County
CONTRACTOR: Asago LLC, dba Asago Construction
ENGINEER: Hinojosa Engineering, Inc **PROJECT NO.** 604201

The Contractor in accordance with the Contract Documents, hereby certifies that, except as listed below, all obligations for all materials and equipment furnished, for all work labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible have been paid in full or have otherwise been satisfied in full.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish bond acceptable to the Owner for each exception.)

NONE

CONTRACTOR: Asago LLC, dba Asago Construction

By: [signature]

Title: Manager

Subscribed and sworn to before me this 9th day of September, 2008

Notary Public: [signature]

My Commission Exprires: November 21, 2009

NOTARY PUBLIC STATE OF TEXAS
Mayela G Duque
My Commission Expires
11/21/2009

ORIGINAL

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

PROJECT: Road and Drainage Construction at North Cross Subdivision
OWNER: Hidalgo County
CONTRACTOR: Asago LLC, dba Asago Construction
ENGINEER: Hinojosa Engineering, Inc **PROJECT NO.** 604201

The Contractor, in accordance with the Contract Documents, and in cosideration for the full and final payment to the contractor for all services in connection with the project, does herby waive and release any and all lines, or any and all claims to liens which the Contractor may have on or affecting the project as a result of its contract(s) for the Project or for performing labor and/or furnishing materials in any way connected with the construction of any aspect of the project. The Contractor further certifies and warrants that all subcontractors of labor and/or materials for the Project, except as listed below, have been paid in full for all labor and/or materials supplied to for, through or at the direct or indirect request of the Contractor prior to, through and including the date of this affidavit.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish bond acceptable to the Owner for each exception.)

NONE

CONTRACTOR: Asago LLC, dba Asago Construction

By: _____

Title: Manager

Subscribed and sworn to before me this 9th day of September, 2008

Notary Public: _____

My Commission Exprires: November 21, 2009

NOTARY PUBLIC STATE OF TEXAS
Mayela G Duque
My Commission Expires
11/21/2009

ASAGO CONSTRUCTION

"QUALITY AND SERVICE"

RAÚL IGLESIAS
Manager

ASAGO, LLC
2113 Pecos
Mission, TX 78572
(956) 607-0741 office
(956) 585-7040 fax
iglesias@hiline.net

July 3, 2008

TO: Hidalgo County
2802 South Hwy 281
Edinburg, TX 78539

RE: **Road and Drainage Improvements at North Cross Subdivision**

General Warranty

Asago Construction guarantees all materials and equipment furnished and work performed for the period of one year from the date of this document and that the work is free from all defects due to faulty materials or workmanship.

Best Regards,

Raul Iglesias, Manager

CC: Mr. Reynaldo Robles, P.E.
Hinojosa Engineering
108 W. 8th St.
Mission, TX 78572

COPY

ASAGO CONSTRUCTION

"QUALITY AND SERVICE"

RAÚL IGLESIAS
Manager

ASAGO, LLC
2113 Pecos
Mission, TX 78572
(956) 607-0741 office
(956) 585-7040 fax
iglesias@hiline.net

July 3, 2008

TO: Hidalgo County
2802 South Hwy 281
Edinburg, TX 78539

RE: **Road and Drainage Improvements at North Cross Subdivision**

General Warranty

Asago Construction guarantees all materials and equipment furnished and work performed for the period of one year from the date of this document and that the work is free from all defects due to faulty materials or workmanship.

Best Regards,

Raul Iglesias, Manager

CC: Mr. Reynaldo Robles, P.E.
Hinojosa Engineering
108 W. 8th St.
Mission, TX 78572

HIDALGO COUNTY PRECINCT NO. 3
COLONIA ACCESS PROGRAM

PROJECT - REQUEST FOR PAYMENT

City/Precinct:	Precinct No. 3		
Project Name:	Paving & Drainage Improv. At North Cross Subdivision		
Contractor:	Asago Construction		
Address:	2113 Pecos		
Address:			
City/State:	Mission, TX	ZIP:	78572

Purchase Order:	604201
Date:	8/27/2008
Request for Payment No:	4 & Retainage

Original Contract Amount	$	108,466.25
Net Changes by Change Order	$	2,401.90
Total Contract Amount to Date	$	110,868.15

Estimated % Project Completion to Date: 100.00%

Total Completed to Date	$	110,868.15
Add: Materials on Hand (verified by Engineer	$	0.00
Total Contract Earned	$	110,868.15
Less: Retainage 10 %	$	0.00
New Contract Earned	$	110,868.15
Less: Previous Request for Payments	$	99,781.33
Total Amount Due This Request	$	11,086.82

Please accept the attached contractor's invoice as supporting documentation for this request for payment. The project (is), (is not) on schedule as per contract time allowed.

9/8/08
PREPARED BY (CONTRACTOR) DATE

9-09-08
APPROVED BY (ENGINEER) DATE

APPROVED BY COUNTY DATE

FORM-UCP-10
Revised: 10/30/96

SCHEDULE OF VALUE		ESTIMATE: 4 & Retainage	CONTRACTOR: Asago, LLC
PROJECT:	North Cross Subdivision	DATE: 8/27/2008	2113 Pecos
OWNER:	Hidalgo County Precinct No. 3	PERIOD:	Mission, TX 78572

	DESCRIPTION	PLAN	UNIT	UNIT BID PRICE	TOTAL BID PRICE	PREV QTY	QTY. THIS PERIOD	AMOUNT THIS PERIOD	QTY. COMP. TO DATE	AMOUNT TO DATE	% COMP
1.-	Excavation	12.75	STA	$750.00	$9,562.50	12.75	0.00	$0.00	12.75	$9,562.50	100.00%
2.-	Excavation	1,595	CY	$7.00	$11,165.00	1,595	0.00	$0.00	1,595	$11,165.00	100.00%
3.-	Flexible Base	882	CY	$5.00	$4,410.00	882	0.00	$0.00	882	$4,410.00	100.00%
4.-	Reworking Base Material (DC) (TY D CL2)	882	CY	$5.00	$4,410.00	882	0.00	$0.00	882	$4,410.00	100.00%
5.-	Lime Treatment for Subgrade Material	3,970	SY	$2.00	$7,940.00	3,970	0.00	$0.00	3,970	$7,940.00	100.00%
6.-	Lime (TY A Slirry) (TYB or C)	49.10	TON	$175.00	$8,592.50	49.1	0.00	$0.00	49.1	$8,592.50	100.00%
7.-	Lime Treatment Base (New Base)	3,970	SY	$2.00	$7,940.00	3970	0.00	$0.00	3970	$7,940.00	100.00%
8.-	Lime Treatment (Type A Slurry) (TY B or C)	18.87	TON	$175.00	$3,302.25	18.87	0.00	$0.00	18.87	$3,302.25	100.00%
9.-	Barricades, Signs & Traffic Handling	1.5	MO	$1,000.00	$1,500.00	1.5	0.00	$0.00	1.5	$1,500.00	100.00%
10.-	Construction Exists (TY 2) (Install)	72.5	SY	$40.00	$2,900.00	72.5	0.00	$0.00	72.5	$2,900.00	100.00%
11.-	Construction Exists (TY 2) (Remove)	72.5	SY	$20.00	$1,450.00	72.5	0.00	$0.00	72.5	$1,450.00	100.00%
12.-	Turnouts (Asphaltic Concrete Pavement)(PBS-2)	72.5	SY	$50.00	$3,625.00	72.5	0.00	$0.00	72.5	$3,625.00	100.00%
13.-	Small Road Sign Assembly (TY A)	1	EA	$500.00	$500.00	1	0.00	$0.00	1	$500.00	100.00%
14.-	Temporary Sediment Control Fence (Install)	312	LF	$8.00	$2,496.00	312	0.00	$0.00	312	$2,496.00	100.00%
15.-	Temporary Sediment Control Fence (Remove)	312	LF	$4.00	$1,248.00	312	0.00	$0.00	312	$1,248.00	100.00%
16.-	RCP (CL III) (18")	54	LF	$25.00	$1,350.00	54	0.00	$0.00	54	$1,350.00	100.00%
17.-	RCP (CL III) (15")	880	LF	$15.00	$13,200.00	880	0.00	$0.00	880	$13,200.00	100.00%
18.-	Safety End Treatment	2	EA	$750.00	$1,500.00	2	0.00	$0.00	2	$1,500.00	100.00%
19.-	Driveways (TY PRB-1) (AC.P) (1")	447	SY	$25.00	$11,175.00	447	0.00	$0.00	447	$11,175.00	100.00%
20.-	Driveways (TY PRB-1) (Concrete)	510	SY	$20.00	$10,200.00	510	0.00	$0.00	510	$10,200.00	100.00%
21.-	Reworking Ditches and Culvert Pipe	0	LS	$2,401.90	$2,401.90	1	0.00	$0.00	1	$2,401.90	100.00%
	TOTAL				**$110,868.15**			**$0.00**		**$110,868.15**	**100.00%**

Submitted by:
Asago, LLC

9/8/08
Date

Approved by:
Hinojosa Engineering

9-09-08
Date

CONTRACT AMOUNT	$110,868.15
CHANGE ORDERS	$2,401.90
CURRENT CONTRACT TOTAL	$113,270.05
TOTAL COMPLETED TO DATE	$110,868.15
MATERIALS STORED ON SITE	$0.00
LESS RETAINAGE	$0.00
LESS PREVIOUS ESTIMATE PAY	$99,781.33
NET DUE THIS ESTIMATE PAY	$11,086.82

SCHEDULE OF VALUE

PROJECT:	North Cross Subdivision	ESTIMATE:	4 & Retainage Release	CONTRACTOR:	Asago, LLC
OWNER:	Hidalgo County Precinct No. 3	DATE:	8/27/2008		2113 Pecos
		PERIOD:			Mission, TX 78572

	DESCRIPTION	PLAN	UNIT	UNIT BID PRICE	TOTAL BID PRICE	PREV QTY	QTY. THIS PERIOD	AMOUNT THIS PERIOD	QTY. COMP. TO DATE	AMOUNT TO DATE	% COMP
1.-	Excavation	12.75	STA	$750.00	$9,562.50	12.75	0.00	$0.00	12.75	$9,562.50	100.00%
2.-	Excavation	1,595	CY	$7.00	$11,165.00	1,595	0.00	$0.00	1,595	$11,165.00	100.00%
3.-	Flexible Base	882	CY	$5.00	$4,410.00	882	0.00	$0.00	882	$4,410.00	100.00%
4.-	Reworking Base Material (DC) (TY D CL2)	882	CY	$5.00	$4,410.00	882	0.00	$0.00	882	$4,410.00	100.00%
5.-	Lime Treatment for Subgrade Material	3,970	SY	$2.00	$7,940.00	3,970	0.00	$0.00	3,970	$7,940.00	100.00%
6.-	Lime (TY A Slirry) (TYB or C)	49.10	TON	$175.00	$8,592.50	49.1	0.00	$0.00	49.1	$8,592.50	100.00%
7.-	Lime Treatment Base (New Base)	3,970	SY	$2.00	$7,940.00	3970	0.00	$0.00	3970	$7,940.00	100.00%
8.-	Lime Treatment (Type A Slurry) (TY B or C)	18.87	TON	$175.00	$3,302.25	18.87	0.00	$0.00	18.87	$3,302.25	100.00%
9.-	Barricades, Signs & Traffic Handling	1.5	MO	$1,000.00	$1,500.00	1.5	0.00	$0.00	1.5	$1,500.00	100.00%
10.-	Construction Exists (TY 2) (Install)	72.5	SY	$40.00	$2,900.00	72.5	0.00	$0.00	72.5	$2,900.00	100.00%
11.-	Construction Exists (TY 2) (Remove)	72.5	SY	$20.00	$1,450.00	72.5	0.00	$0.00	72.5	$1,450.00	100.00%
12.-	Turnouts (Asphaltic Concrete Pavement)(PBS-2)	72.5	SY	$50.00	$3,625.00	72.5	0.00	$0.00	72.5	$3,625.00	100.00%
13.-	Small Road Sign Assembly (TY A)	1	EA	$500.00	$500.00	1	0.00	$0.00	1	$500.00	100.00%
14.-	Temporary Sediment Control Fence (Install)	312	LF	$8.00	$2,496.00	312	0.00	$0.00	312	$2,496.00	100.00%
15.-	Temporary Sediment Control Fence (Remove)	312	LF	$4.00	$1,248.00	312	0.00	$0.00	312	$1,248.00	100.00%
16.-	RCP (CL III) (18")	54	LF	$25.00	$1,350.00	54	0.00	$0.00	54	$1,350.00	100.00%
17.-	RCP (CL III) (15")	880	LF	$15.00	$13,200.00	880	0.00	$0.00	880	$13,200.00	100.00%
18.-	Safety End Treatment	2	EA	$750.00	$1,500.00	2	0.00	$0.00	2	$1,500.00	100.00%
19.-	Driveways (TY PRB-1) (AC.P) (1")	447	SY	$25.00	$11,175.00	447	0.00	$0.00	447	$11,175.00	100.00%
20.-	Driveways (TY PRB-1) (Concrete)	510	SY	$20.00	$10,200.00	510	0.00	$0.00	510	$10,200.00	100.00%
21.-	Reworking Ditches and Culvert Pipe	0	LS	$2,401.90	$2,401.90	1	0.00	$0.00	1	$2,401.90	100.00%
	TOTAL				**$110,868.15**			**$0.00**		**$110,868.15**	**100.00%**

Submitted by:
Asago, LLC

10/9/08
Date

Approved by:
Hinojosa Engineering

10-09-08
Date

CONTRACT AMOUNT	$110,868.15
CHANGE ORDERS	$2,401.90
CURRENT CONTRACT TOTAL	$113,270.05
TOTAL COMPLETED TO DATE	$110,868.15
MATERIALS STORED ON SITE	$0.00
LESS RETAINAGE	$0.00
LESS PREVIOUS ESTIMATE PAY	$99,781.32
NET DUE THIS ESTIMATE PAY	$11,086.83

HIDALGO COUNTY PRECINCT NO. 3
COLONIA ACCESS PROGRAM

PROJECT - REQUEST FOR PAYMENT

City/Precinct:	Precinct No. 3		
Project Name:	Paving & Drainage Improv. At North Cross Subdivision		
Contractor:	Asago Construction		
Address:	2113 Pecos		
Address:			
City/State:	Mission, TX	ZIP:	78572

Purchase Order:	604201
Date:	8/27/2008
Request for Payment No:	4 & Retainage

Original Contract Amount	$	108,466.25
Net Changes by Change Order	$	2,401.90
Total Contract Amount to Date	$	110,868.15

Estimated % Project Completion to Date: 100.00%

Total Completed to Date	$	110,868.15
Add: Materials on Hand (verified by Engineer	$	0.00
Total Contract Earned	$	110,868.15
Less: Retainage 10 %	$	0.00
New Contract Earned	$	110,868.15
Less: Previous Request for Payments	$	99,781.33
Total Amount Due This Request	$	11,086.82

Please accept the attached contractor's invoice as supporting documentation for this request for payment. The project (is), (is not) on schedule as per contract time allowed.

9/8/08
PREPARED BY (CONTRACTOR) DATE

9-09-08
APPROVED BY (ENGINEER) DATE

APPROVED BY COUNTY DATE

FORM-UCP-10
Revised: 10/30/96

SCHEDULE OF VALUE

PROJECT:	North Cross Subdivision	ESTIMATE:	4 & Retainage	CONTRACTOR:	Asago, LLC
OWNER:	Hidalgo County Precinct No. 3	DATE:	8/27/2008		2113 Pecos
		PERIOD:			Mission, TX 78572

	DESCRIPTION	PLAN	UNIT	UNIT BID PRICE	TOTAL BID PRICE	PREV QTY	QTY. THIS PERIOD	AMOUNT THIS PERIOD	QTY. COMP. TO DATE	AMOUNT TO DATE	% COMP
1.-	Excavation	12.75	STA	$750.00	$9,562.50	12.75	0.00	$0.00	12.75	$9,562.50	100.00%
2.-	Excavation	1,595	CY	$7.00	$11,165.00	1,595	0.00	$0.00	1,595	$11,165.00	100.00%
3.-	Flexible Base	882	CY	$5.00	$4,410.00	882	0.00	$0.00	882	$4,410.00	100.00%
4.-	Reworking Base Material (DC) (TY D CL2)	882	CY	$5.00	$4,410.00	882	0.00	$0.00	882	$4,410.00	100.00%
5.-	Lime Treatment for Subgrade Material	3,970	SY	$2.00	$7,940.00	3,970	0.00	$0.00	3,970	$7,940.00	100.00%
6.-	Lime (TY A Slirry) (TYB or C)	49.10	TON	$175.00	$8,592.50	49.1	0.00	$0.00	49.1	$8,592.50	100.00%
7.-	Lime Treatment Base (New Base)	3,970	SY	$2.00	$7,940.00	3970	0.00	$0.00	3970	$7,940.00	100.00%
8.-	Lime Treatment (Type A Slurry) (TY B or C)	18.87	TON	$175.00	$3,302.25	18.87	0.00	$0.00	18.87	$3,302.25	100.00%
9.-	Barricades, Signs & Traffic Handling	1.5	MO	$1,000.00	$1,500.00	1.5	0.00	$0.00	1.5	$1,500.00	100.00%
10.-	Construction Exists (TY 2) (Install)	72.5	SY	$40.00	$2,900.00	72.5	0.00	$0.00	72.5	$2,900.00	100.00%
11.-	Construction Exists (TY 2) (Remove)	72.5	SY	$20.00	$1,450.00	72.5	0.00	$0.00	72.5	$1,450.00	100.00%
12.-	Turnouts (Asphaltic Concrete Pavement)(PBS-2)	72.5	SY	$50.00	$3,625.00	72.5	0.00	$0.00	72.5	$3,625.00	100.00%
13.-	Small Road Sign Assembly (TY A)	1	EA	$500.00	$500.00	1	0.00	$0.00	1	$500.00	100.00%
14.-	Temporary Sediment Control Fence (Install)	312	LF	$8.00	$2,496.00	312	0.00	$0.00	312	$2,496.00	100.00%
15.-	Temporary Sediment Control Fence (Remove)	312	LF	$4.00	$1,248.00	312	0.00	$0.00	312	$1,248.00	100.00%
16.-	RCP (CL III) (18")	54	LF	$25.00	$1,350.00	54	0.00	$0.00	54	$1,350.00	100.00%
17.-	RCP (CL III) (15")	880	LF	$15.00	$13,200.00	880	0.00	$0.00	880	$13,200.00	100.00%
18.-	Safety End Treatment	2	EA	$750.00	$1,500.00	2	0.00	$0.00	2	$1,500.00	100.00%
19.-	Driveways (TY PRB-1) (AC.P) (1")	447	SY	$25.00	$11,175.00	447	0.00	$0.00	447	$11,175.00	100.00%
20.-	Driveways (TY PRB-1) (Concrete)	510	SY	$20.00	$10,200.00	510	0.00	$0.00	510	$10,200.00	100.00%
21.-	Reworking Ditches and Culvert Pipe	0	LS	$2,401.90	$2,401.90	1	0.00	$0.00	1	$2,401.90	100.00%
	TOTAL				**$110,868.15**			**$0.00**		**$110,868.15**	**100.00%**

Submitted by:
Asago, LLC

9/8/08
Date

Approved by:
Hinojosa Engineering

9-09-08
Date

CONTRACT AMOUNT	$110,868.15
CHANGE ORDERS	$2,401.90
CURRENT CONTRACT TOTAL	$113,270.05
TOTAL COMPLETED TO DATE	$110,868.15
MATERIALS STORED ON SITE	$0.00
LESS RETAINAGE	$0.00
LESS PREVIOUS ESTIMATE PAY	$99,781.33
NET DUE THIS ESTIMATE PAY	$11,086.82

HIDALGO COUNTY PRECINCT NO. 3
COLONIA ACCESS PROGRAM

PROJECT - REQUEST FOR PAYMENT

City/Precinct:	Precinct No. 3		
Project Name:	Paving & Drainage Improv. At North Cross Subdivision		
Contractor:	Asago Construction		
Address:	2113 Pecos		
Address:			
City/State:	Mission, TX	ZIP:	78572

Purchase Order:	604201
Date:	8/27/2008
Request for Payment No:	4 & Retainage

Original Contract Amount	$	108,466.25
Net Changes by Change Order	$	2,401.90
Total Contract Amount to Date	$	110,868.15

Estimated % Project Completion to Date: 100.00%

Total Completed to Date	$	110,868.15
Add: Materials on Hand (verified by Engineer	$	0.00
Total Contract Earned	$	110,868.15
Less: Retainage 10 %	$	0.00
New Contract Earned	$	110,868.15
Less: Previous Request for Payments	$	99,781.33
Total Amount Due This Request	$	11,086.82

Please accept the attached contractor's invoice as supporting documentation for this request for payment. The project (is), (is not) on schedule as per contract time allowed.

9/8/08
PREPARED BY (CONTRACTOR) DATE

9-09-08
APPROVED BY (ENGINEER) DATE

APPROVED BY COUNTY DATE

FORM-UCP-10
Revised: 10/30/96

SCHEDULE OF VALUE

PROJECT:	North Cross Subdivision	ESTIMATE:	4 & Retainage	CONTRACTOR:	Asago, LLC
OWNER:	Hidalgo County Precinct No. 3	DATE:	8/27/2008		2113 Pecos
		PERIOD:			Mission, TX 78572

	DESCRIPTION	PLAN	UNIT	UNIT BID PRICE	TOTAL BID PRICE	PREV QTY	QTY. THIS PERIOD	AMOUNT THIS PERIOD	QTY. COMP. TO DATE	AMOUNT TO DATE	% COMP
1.-	Excavation	12.75	STA	$750.00	$9,562.50	12.75	0.00	$0.00	12.75	$9,562.50	100.00%
2.-	Excavation	1,595	CY	$7.00	$11,165.00	1,595	0.00	$0.00	1,595	$11,165.00	100.00%
3.-	Flexible Base	882	CY	$5.00	$4,410.00	882	0.00	$0.00	882	$4,410.00	100.00%
4.-	Reworking Base Material (DC) (TY D CL2)	882	CY	$5.00	$4,410.00	882	0.00	$0.00	882	$4,410.00	100.00%
5.-	Lime Treatment for Subgrade Material	3,970	SY	$2.00	$7,940.00	3,970	0.00	$0.00	3,970	$7,940.00	100.00%
6.-	Lime (TY A Slirry) (TYB or C)	49.10	TON	$175.00	$8,592.50	49.1	0.00	$0.00	49.1	$8,592.50	100.00%
7.-	Lime Treatment Base (New Base)	3,970	SY	$2.00	$7,940.00	3970	0.00	$0.00	3970	$7,940.00	100.00%
8.-	Lime Treatment (Type A Slurry) (TY B or C)	18.87	TON	$175.00	$3,302.25	18.87	0.00	$0.00	18.87	$3,302.25	100.00%
9.-	Barricades, Signs & Traffic Handling	1.5	MO	$1,000.00	$1,500.00	1.5	0.00	$0.00	1.5	$1,500.00	100.00%
10.-	Construction Exists (TY 2) (Install)	72.5	SY	$40.00	$2,900.00	72.5	0.00	$0.00	72.5	$2,900.00	100.00%
11.-	Construction Exists (TY 2) (Remove)	72.5	SY	$20.00	$1,450.00	72.5	0.00	$0.00	72.5	$1,450.00	100.00%
12.-	Turnouts (Asphaltic Concrete Pavement)(PBS-2)	72.5	SY	$50.00	$3,625.00	72.5	0.00	$0.00	72.5	$3,625.00	100.00%
13.-	Small Road Sign Assembly (TY A)	1	EA	$500.00	$500.00	1	0.00	$0.00	1	$500.00	100.00%
14.-	Temporary Sediment Control Fence (Install)	312	LF	$8.00	$2,496.00	312	0.00	$0.00	312	$2,496.00	100.00%
15.-	Temporary Sediment Control Fence (Remove)	312	LF	$4.00	$1,248.00	312	0.00	$0.00	312	$1,248.00	100.00%
16.-	RCP (CL III) (18")	54	LF	$25.00	$1,350.00	54	0.00	$0.00	54	$1,350.00	100.00%
17.-	RCP (CL III) (15")	880	LF	$15.00	$13,200.00	880	0.00	$0.00	880	$13,200.00	100.00%
18.-	Safety End Treatment	2	EA	$750.00	$1,500.00	2	0.00	$0.00	2	$1,500.00	100.00%
19.-	Driveways (TY PRB-1) (AC.P) (1")	447	SY	$25.00	$11,175.00	447	0.00	$0.00	447	$11,175.00	100.00%
20.-	Driveways (TY PRB-1) (Concrete)	510	SY	$20.00	$10,200.00	510	0.00	$0.00	510	$10,200.00	100.00%
21.-	Reworking Ditches and Culvert Pipe	0	LS	$2,401.90	$2,401.90	1	0.00	$0.00	1	$2,401.90	100.00%
	TOTAL				**$110,868.15**			**$0.00**		**$110,868.15**	**100.00%**

Submitted by:
Asago, LLC

9/8/08
Date

Approved by:
Hinojosa Engineering

9.09.08
Date

CONTRACT AMOUNT	$110,868.15
CHANGE ORDERS	$2,401.90
CURRENT CONTRACT TOTAL	$113,270.05
TOTAL COMPLETED TO DATE	$110,868.15
MATERIALS STORED ON SITE	$0.00
LESS RETAINAGE	$0.00
LESS PREVIOUS ESTIMATE PAY	$99,781.33
NET DUE THIS ESTIMATE PAY	$11,086.82

North Cross Estates
Colonia Testing Requirements

MATERIAL	TEST	DESCRIPTION	REQUIRED	REMARKS	North Cross Estates		
					Zinnia Street		
					CSJ# 210849821		
FLEX. BASE	Tex-101-E	Prep. Soils and Flex. Base	YES		1		
	Tex-103-E	Moisture Content	Optional		1		
	Tex-104-E	Determining Liquid Limit of Soils	YES		1		
	Tex-105-E	Determining Plastic Limit of Soils	NO		1		
	Tex-106-E	Calculating Plasticity Index	YES		1		
	Tex-110-E	Particle Size Analysis	YES		1		
	Tex-113-E	Moisture Density Relation of Base Materials (including lime)	YES		1		
	Tex-116-E	Wet Ball Mill Method	YES		1		
	Tex-117-E	Triaxial Compression for Base Material (includes lime)	YES				
	Tex-115-E	In-Place Density	YES		1		
		Thickness	YES		1		
LIME	Tex-600-J	Lime Testing Procedure	YES	Required for all flexible bases (Caliche)	1		
HOT MIX	Tex-207-F	Determining Density of Compacted Bituminous Mixtures	YES				
	Tex-208-F	Test for Stabilometer Value of Bituminous Mixtures	Optional				
	Tex-210-F	Deter, Asph. Content of Bituminous Mixtures by Extraction	YES				
	Tex-229-F	Combined HMAC Cold Belt Sampling and Testing Procedures	YES				
	Tex-236-F	Deter, Asph. Content from Asph. Paving Struct. By Ignition Method	Optional				
	Tex-212-E	Determining Moisture Content of Bituminous Mixtures	NO				
	Tex-213-E	Determining Hydrocarbon - Bolatile Content of Bituminous Mixtures	NO				
EMBANKMENTS	Tex-114-E	Laboratory Compaction Charact. & Moist. - Density Relat. Of					
		Subgrade & Embankments Soils	NO				
	Tex-115-E	In-Place Density	NO				
	Texas SDHPT Bulletin C-14		NO				
	ASTM-D-2950.75		NO				
	AASHTO-T-166		NO				

1) Testing for this procedure has been performed and passed.

Prepared and Checked By:

Signature: [signature]
Printed Name: Ricardo Hinojosa, P.E.

Date: 7-07-08

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Construction Material Testing
Geotechnical Engineering

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PROCTOR TEST REPORT

Project Description: 2nd Call Colonia(Cap)2007 Subdivision North Cross Estates Subdivision
Client: Hidalgo County Pct. 3
Engineer: Hinojosa Engineering
Contractor: Asago Construction

L&G Project Number: L37803
L&G Report Number: R001
Sample Date: 05/29/2008
Date Reported: 06/05/2008

Field Number: 24

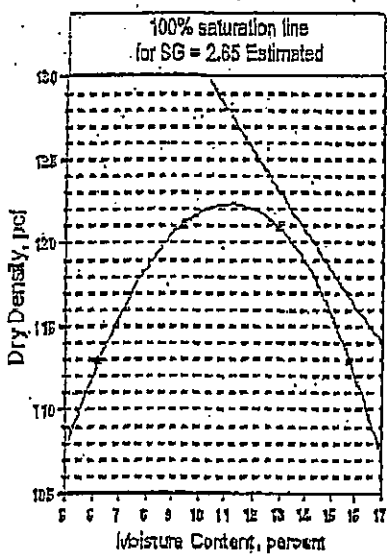
Compaction Method: ASTM D-698
Material Description: In-situ Subgrade

Specific Gravity: 2.65

% Passing No. 200: 0.0
Group Symbol:

Specimen No.:	1	2	3	4
Moisture, %:	6.3	9.4	13.0	15.8
Dry Density (pcf):	113.1	121.0	120.9	112.7

Maximum Dry Density in P.C.F.: 122.3
Optimum Moisture (%): 11.2



Test Method: ASTM D-698 Method-A

Orig: Hidalgo County Pct. 3 (Mission, TX) (1-cc copy)
1-cc Hinojosa Engineering
1-cc Asago Construction Attn: Joe Borjas
1-cc Laboratory

Respectfully Submitted,
L&G Engineering Laboratory

Ricardo A. Gil, Lab Manager

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ATTERBERG LIMITS
TEST REPORT

Project Description: 2nd Call Colonia(Cap)2007 Subdivision North Cross Estates Subdivision
Client: Hidalgo County Pct. 3
Engineer: Hinojosa Engineering
Contractor: Asago Construction

L&G Project Number: L37803
L&G Report Number: R002
Sample Date: 05/29/2008
Date Reported: 06/05/2008

Field Number: 24

Description: In-situ Subgrade
Liquid Limit: 25
Plastic Limit: 15
Plasticity Index: 10

Test Method (As Applicable): ASTM D4318

Orig: Hidalgo County Pct. 3 (Mission, TX) (1-cc copy)
1-cc Hinojosa Engineering
1-cc Asago Construction Attn: Joe Borjas
1-cc Laboratory

Respectfully Submitted,
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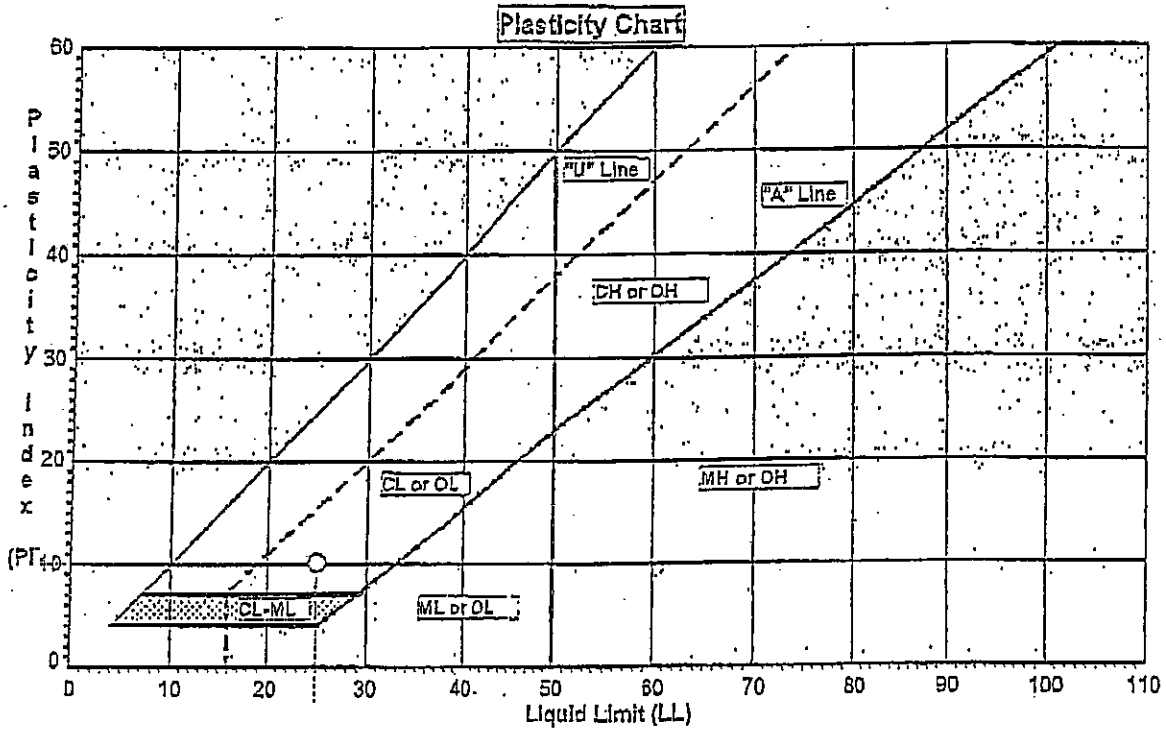
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900 S. Stewart Rd. Ste. 10 Mission, TX 78572 (956) 583-7117

ATTERBERG LIMITS TEST REPORT

Project Description: 2nd Call Colonia(Cap)2007 Subdivision North Cross Estates Subdivision
Client: Hidalgo County Pct. 3
Engineer: Hinojosa Engineering
Contractor: Asago Construction

L&G Project Number: L37803
L&G Report Number: R002
Sample Date: 05/29/2008
Date Reported: 06/05/2008

Field Number: 24



Orig: Hidalgo County Pct. 3 (Mission, TX) (1-cc copy)
1-cc Hinojosa Engineering
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FIELD DENSITIES TEST REPORT

Project Description: 2nd Call Colonia(Cap)2007 Subdivision North Cross Estates Subdivision
Client: Hidalgo County Pct. 3
Engineer: Hinojosa Engineering
Contractor: Asago Construction

L&G Project Number: L37803
L&G Report Number: R003
Sample Date: 06/06/2008
Date Reported: 06/06/2008

Material Description: Roadway Subgrade
Required % Proctor: 95 Moisture Tolerance: -2 + 3

Proctor No	Optimum % Moisture	Opt. Density, LB/CF
Subgrade	8.8	122.3

Test No.	Test Location	Moisture Content	Dry Density	Percent Compaction	6
1	Zinnia Street 175 ' E Bryan Road 7' S of Centerline	12.5%	119.8 pcf	98.0% (Pass)	6"
2	Zinnia Street 350' of Bryan Road 7' S of Centerline	16.1%	105.3 pcf	86.1% (Fail)	6"

Remarks: Test results are in general compliance with the project specifications except as noted. Test #2 failed to meet density requirements.
Test Methods: ASTM D2922, D3017

Orig: Hidalgo County Pct. 3 (Mission, TX) (1-cc copy)
1-cc Hinojosa Engineering
1-cc Asago Construction Attn: Joe Borjas
1-cc Laboratory

Respectfully Submitted,
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FIELD DENSITIES TEST REPORT

Project Description: 2nd Call Colonia(Cap)2007 Subdivision North Cross Estates Subdivision
Client: Hidalgo County Pct. 3
Engineer: Hinojosa Engineering
Contractor: Asago Construction

L&G Project Number: L37803
L&G Report Number: R004
Sample Date: 06/07/2008
Date Reported: 06/07/2008

Material Description: Roadway Subgrade
Required % Proctor: 95 Moisture Tolerance: -2 + 3

Proctor No	Optimum % Moisture	Opt. Density, LB/CF
Subgrade	8.8	122.3

Test No.	Test Location	Moisture Content	Dry Density	Percent Compaction	6
1	(Retest) Zinnia Street 350' E of Bryan Road 5' S of Centerline	11.9%	116.1 pcf	94.9% (Pass)	6"
2	Zinnia Street 800' E of Bryan Road 5' N of Centerline	11.2%	115.9 pcf	94.8% (Pass)	6"

Remarks: Test results are in general compliance with the project specifications except as noted.
Test Methods: ASTM D2922, D3017

Orig: Hidalgo County Pct. 3 (Mission, TX) (1-cc copy)
1-cc Hinojosa Engineering
1-cc Asago Construction Attn: Joe Borjas
1-cc Laboratory

Respectfully Submitted,
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SIEVE ANALYSIS
TEST REPORT

Project Description: 2nd Call Colonia(Cap)2007 Subdivision North Cross Estates Subdivision
Client: Hidalgo County Pct. 3
Engineer: Hinojosa Engineering
Contractor: Asago Construction

L&G Project Number: L37803
L&G Report Number: R005
Sample Date: 06/13/2008
Date Reported: 06/17/2008

Field Number: 21
Description: Base Material

Sieve	% Retained	Low	High
2 in	0	0	0
1/2 in	22	20	60
No. 4	52	40	75
No. 40	83	70	90

Remarks: Texas Wet Ball Value - 35 %
Test Method (As Applicable): Tex Method 401-A

Orig: Hidalgo County Pct. 3 (Mission, TX) (1-cc copy)
1-cc Hinojosa Engineering
1-cc Asago Construction Attn: Joe Borjas
1-cc Laboratory

Respectfully Submitted,
L&G Engineering Laboratory

Ricardo A. Gil, Lab Manager

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ATTERBERG LIMITS
TEST REPORT

Project Description: 2nd Call Colonia(Cap)2007 Subdivision North Cross Estates Subdivision
Client: Hidalgo County Pct. 3
Engineer: Hinojosa Engineering
Contractor: Asago Construction

L&G Project Number: L37803
L&G Report Number: R006
Sample Date: 06/13/2008
Date Reported: 06/17/2008

Field Number: 21

Description: Base Material
Liquid Limit: 29
Plastic Limit: 21
Plasticity Index: 8

Test Method (As Applicable): ASTM D4318

Orig: Hidalgo County Pct. 3 (Mission, TX) (1-cc copy)
1-cc Hinojosa Engineering
1-cc Asago Construction Attn: Joe Borjas
1-cc Laboratory

Respectfully Submitted,
L&G Engineering Laboratory

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Geotechnical Engineering

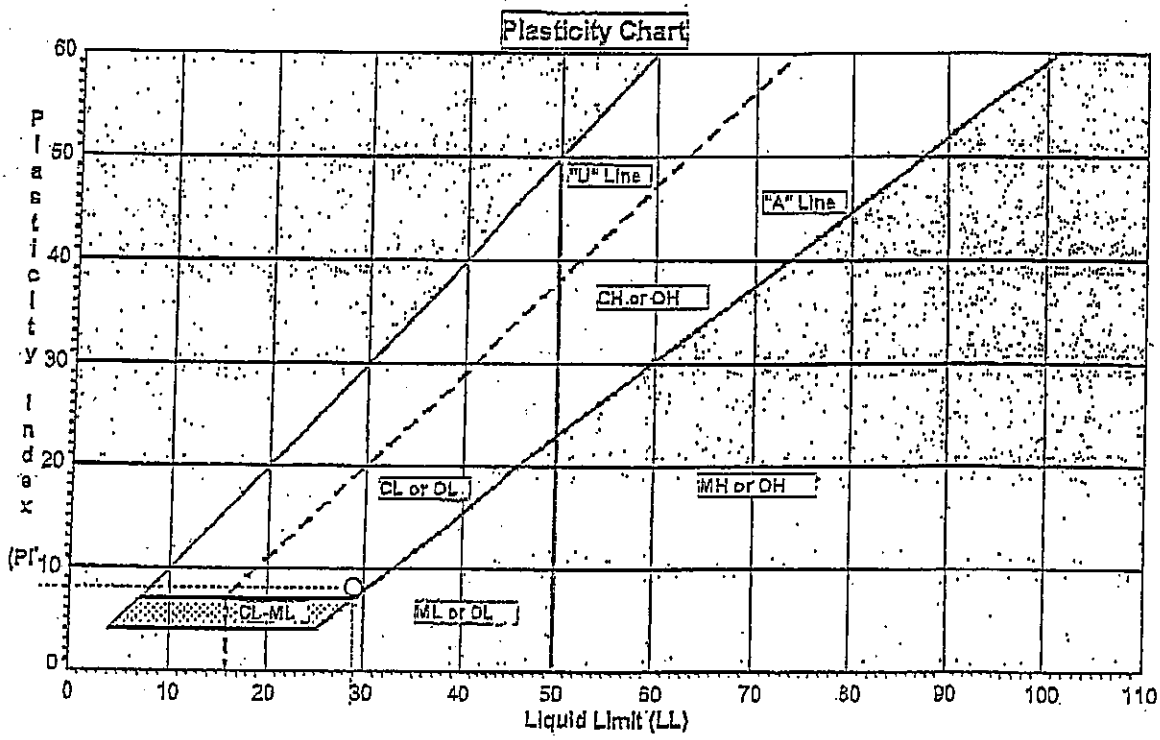
2100 W. Expressway 83 Mercedes, TX 78570 (956) 565-0780
900 S. Stewart Rd. Ste. 10 Mission, TX 78572 (956) 583-7117

ATTERBERG LIMITS
TEST REPORT

Project Description: 2nd Call Colonia(Cap)2007 Subdivision North Cross Estates Subdivision
Client: Hidalgo County Pct. 3
Engineer: Hinojosa Engineering
Contractor: Asago Construction

L&G Project Number: L37803
L&G Report Number: R006
Sample Date: 06/13/2008
Date Reported: 06/17/2008

Field Number: 21



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Geotechnical Engineering

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PROCTOR
TEST REPORT

Project Description: 2nd Call Colonia(Cap)2007 Subdivision North Cross Estates Subdivision
Client: Hidalgo County Pct. 3
Engineer: Hinojosa Engineering
Contractor: Asago Construction

L&G Project Number: L37803
L&G Report Number: R007
Sample Date: 06/18/2008
Date Reported: 06/20/2008

Field Number: 21

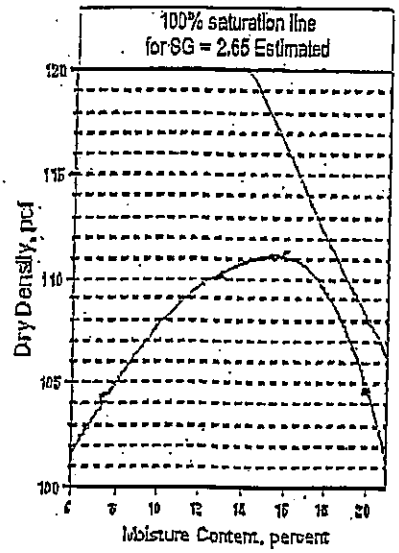
Compaction Method: ASTM D-698
Material Description: Limed Base Material

Specific Gravity: 2.65

% Passing No. 200: 0.0
Group Symbol:

Specimen No.:	1	2	3	4
Moisture, %:	7.3	12.6	16.1	20.1
Dry Density (pcf):	103.9	110.1	111.1	104.3

Maximum Dry Density in P.C.F.: 111.1
Optimum Moisture (%): 15.8



Remarks: Percent Minus 200 Not Performed
Test Method: ASTM D-698 Method-A

Orig: Hidalgo County Pct. 3 (Mission, TX) (1-cc copy)
1-cc Hinojosa Engineering
1-cc Asago Construction Attn: Joe Borjas
1-cc Laboratory

Respectfully Submitted,
L&G Engineering Laboratory

Ricardo A. Gil, Lab Manager

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Construction Material Testing
Geotechnical Engineering

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900 S. Stewart Rd. Ste. 10 Mission, TX 78572 (956) 583-7117

ATTERBERG LIMITS
TEST REPORT

Project Description: 2nd Call Colonia(Cap)2007 Subdivision North Cross Estates Subdivision
Client: Hidalgo County Pct. 3
Engineer: Hinojosa Engineering
Contractor: Asago Construction

L&G Project Number: L37803
L&G Report Number: R008
Sample Date: 06/18/2008
Date Reported: 06/20/2008

Field Number: 21

Description: Limed Base Material
Liquid Limit: 39
Plastic Limit: 35
Plasticity Index: 4

Test Method (As Applicable): ASTM D4318

Orig: Hidalgo County Pct. 3 (Mission, TX) (1-cc copy)
1-cc Hinojosa Engineering
1-cc Asago Construction Attn: Joe Borjas
1-cc Laboratory

Respectfully Submitted,
L&G Engineering Laboratory

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Geotechnical Engineering

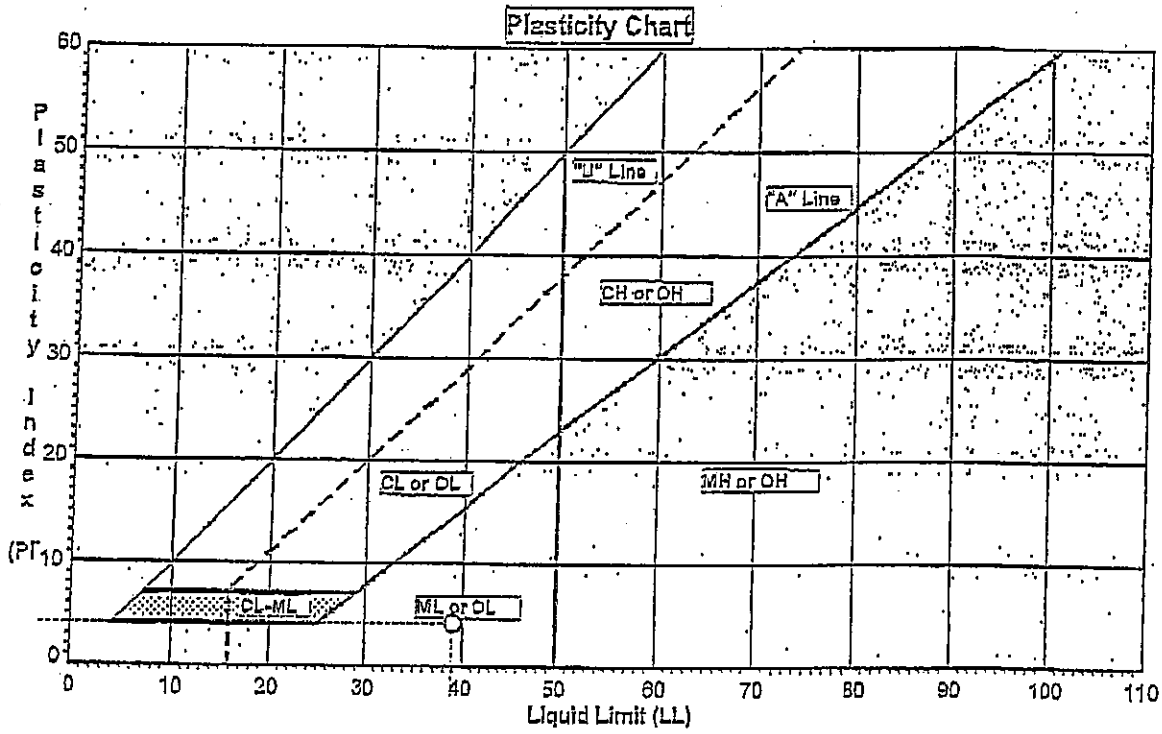
2100 W. Expressway 83 Mercedes, TX 78570 (956) 565-0760
900 S. Stewart Rd. Ste. 10 Mission, TX 78572 (956) 583-7117

ATTERBERG LIMITS TEST REPORT

Project Description: 2nd Call Colonia(Cap)2007 Subdivision North Cross Estates Subdivision
Client: Hidalgo County Pct. 3
Engineer: Hinojosa Engineering
Contractor: Asago Construction

L&G Project Number: L37803
L&G Report Number: R008
Sample Date: 06/18/2008
Date Reported: 06/20/2008

Field Number: 21



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Construction Material Testing
Geotechnical Engineering

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900 S. Stewart Rd. Ste. 10 Mission, TX 78572 (956) 583-7117

FIELD DENSITIES TEST REPORT

Project Description: 2nd Call Colonia(Cap)2007 Subdivision North Cross Estates Subdivision
Client: Hidalgo County Pct. 3
Engineer: Hinojosa Engineering
Contractor: Asago Construction

L&G Project Number: L37803
L&G Report Number: R009
Sample Date: 06/20/2008
Date Reported: 06/20/2008

Material Description: Caliche
Required % Proctor: 95 Moisture Tolerance: -2 + 3

Proctor No	Optimum % Moisture	Opt. Density, LB/CF
L37803-5	15.8	111.1

Test No.	Test Location	Moisture Content	Dry Density	Percent Compaction	S
1	Zinnia Street 100' E of Bryan Road 6' N of Centerline	16.8%	122.5 pcf	110.3% (Pass)	6"
2	Zinnia Street 400' E of Bryan Road 6' S of Centerline	18.6%	116.9 pcf	105.2% (Pass)	6"
3	Zinnia Street 700' E of Bryan Road 6' N of Centerline	15.9%	107.7 pcf	96.9% (Pass)	6"
4	Zinnia Street 1,000 E of Bryan 6' S of Centerline	16.6%	121.0 pcf	108.9% (Pass)	6"
5	Zinnia Street 1,300 E of Bryan Road 6' N of Centerline	20.0%	106.8 pcf	96.1% (Fail)	6"

Remarks: Test results are in general compliance with the project specifications except as noted.
Test Methods: ASTM D2922, D3017

Orig: Hidalgo County Pct. 3 (Mission, TX) (1-cc copy)
1-cc Hinojosa Engineering
1-cc Asago Construction Attn: Joe Borjas
1-cc Laboratory

Respectfully Submitted,
L&G Engineering Laboratory

Ricardo A. Gil, Lab Manager

THIS REPORT APPLIES ONLY TO THE STANDARDS OR PROCEDURES INDICATED AND TO THE SAMPLE(S) TESTED AND/OR OBSERVED AND ARE NOT NECESSARILY INDICATIVE OF THE QUALITIES OF APPARENTLY IDENTICAL OR SIMILAR PRODUCTS OR PROCEDURES. NOR DO THEY REPRESENT AN ONGOING QUALITY ASSURANCE PROGRAM UNLESS SO NOTED. THIS REPORT IS FOR THE EXCLUSIVE USE OF

Border Colonia Access Program
Checklist for Documentation Required for Road Construction

Contractor: Asago Construction
Contact Amount: $108,466.25
Project/Precinct: North Cross Est. / Pct #3
Owner's Contract No.: C-CAP-08-006-03-06

Item	Required Documents	Submitted & Reviewed	Approved	Comments:
	INITIATION OF PROJECT:			
1	Approval to Bid (Purchasing)			
2	Contract - Signed and Excuted			
3	Gen. Liability Insurance - (Expiration Date)			
4	Automobile Liab. Insurance - (Expiration Date)			
5	Worker's Comp. & Empl. Liab. (Expiration Date)			
6	Notice to Proceed			
7	Material Sample & Testing Table Sent to Auditor's Office			
8	Application and Cerification of Payment (A)	✓	✓	
9	Schedule of Values a/k/a 1257/1258	✓	✓	
10	Estimate Quantity Update Worksheet	—	—	
11	List of Suppliers and Sub-contractors			
12	Partial Waiver of Liens (Sub-contractors/suppliers)			
13	TxDot Form 252 Contract Time Statement			
14	Payroll Report w/signed Wage Form			
15	Change Order (Requires TxDot Concurrence			
16	Punch List	✓	✓	
17	Certificate of Construction Completion	—	—	
18	Approval by Commissoner's Court	✓	✓	
19	Contractor's Affidavit of Release (Waiver) of Liens (with power of attorney)(B)	—	✓	
20	Affidavit of Payment of Debts & Claims-lien bond & indemnity bonds(w/power of attorney)(B)	—	—	
21	Consent of Surety to Final Payment(with power of attorney)(B)			
22	Final Blue Prints			

AI-12885 **19.H.2.**

TXDOT Application for Driveway Permit Pct. 3 Chula Vista

CC REGULAR

Date:	12/23/2008
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department **Purchasing only:** CAP Pct.3

Information

CAPTION

Authorization for County Judge to sign TXDOT Application for Driveway Permit, Border Colonia Access Program - Subdivision Chula Vista Precinct 3.

BACKGROUND

Fiscal Impact

Attachments

Link: Application for Driveway Permit Chula Vista

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Laura Moya	Laura Moya	12/19/2008 03:06 PM	APRV
2	Purchasing Department		12/19/2008 05:13 PM	PEND

Form Started By: Marcie Jackson Started On: 12/17/2008 08:31 AM

Final Approval Date: 12/19/2008

APPLICATION FOR DRIVEWAY PERMITS

Applicant's Name: Hidalgo County Pct. 3 Phone No. (956) 585-4509

Mailing Address: 724 N. Breyfogle. Mission, TX 78572

Entrance Location: Highway: N. 3 Mile Which side of Hwy? N

Distance to nearest road or street intersection: ~1150 ft to Moorefield Rd.

Type: (Asphalt) Caliche Concrete Gravel Other: _____

[ ] Residential [ ] Commercial [X] Public

Frontage of property along the hwy: 50' Width of drive(s): 24' Radius: _____

Distance between proposed drives: _____ Ft. Drive near Expwy. Ramp: YES or (NO)

In city limits? YES or (NO) If yes, what city? _____

_____ _____
DATE PRINT NAME

Rey Robles / 581-0143 _____
CONTACT PERSON/ PH.# SIGNATURE

*NOTE: NO PERMIT FEE IS REQUIRED TO OBTAIN DRIVEWAY PERMIT.
*NOTE: ALL MATERIALS SUCH AS ASPHALT, CALICHÉ, SLOPE ENDS, REINFORCED CONCRETE PIPES, ETC., MUST BE AT JOB SITE BEFORE STARTING JOB.

FOR DEPARTMENT USE ONLY:

Type of section: Curb and Gutter, Ditch · Are side drains needed? YES or NO

Distance from ROW line to edge of pavement: _____ Ft.; Back of curb: _____ Ft.

Control and Section No.: _____ Radius of drive to be _____ Ft.

Size of Pipe _____ X _____ Are safety ends to be provided by Dept.? YES or NO

Existing entrances to the property: Width: _____ Ft. Radii: _____ Ft.

Size of existing pipe _____ X _____

Distance of existing drive from _____ lot line _____ Ft.

Distance between existing and proposed drive(s): _____ Ft.
Does public side road or Side Street adjoin this property? YES or NO

If yes, on which side of the property: _____ Width of side road or street ROW: _____ Ft.

Width of road or street R.O.W. to edge of surface: _____ Ft. Turnout radius: _____ Ft.

Width of road or street surface: _____ Ft. Back of Curb: _____ Ft.

Distance from side road or street R.O.W. to edge of surface: _____ Ft. Back of Curb: _____ Ft.

Size of pipe under existing side road or street: _____ X _____

REMARKS: _____

_____ _____
DATE DEPARTMENT INSPECTOR

_____ _____
DATE AREA ENGINEER

AI-12871 **19.H.3.**

Invoice # 08126 Javier Hinojosa Engineering Pct 3

CC REGULAR

Date:	12/23/2008
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department **Purchasing only:** CAP Pct.3

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of payment for the following invoice: Invoice No. 08126 in the amount of $99,396.99 (Round III several colonias) as submitted by project Engineer Javier Hinojosa Engineering.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 8 **ACCT. #:** 8-1312-431-00-123-XXX-X-334

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

BUDGETARY IMPACT:

P.O. # 613347 (several colonia projects)

Attachments

Link: Round III Javier Hinojosa Invoice 08126

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Laura Moya	Laura Moya	12/19/2008 03:06 PM	APRV
2	Purchasing Department	Marty Salazar	12/19/2008 03:24 PM	APRV
3	Budget & Management	Veronica Lopez	12/19/2008 03:33 PM	APRV
4	Erika Reyna	Erika Reyna	12/19/2008 04:44 PM	APRV
5	Auditor's Office		12/19/2008 05:13 PM	NEW

Form Started By: Marcie Jackson Started On: 12/16/2008 01:17 PM

Final Approval Date: 12/19/2008

Javier Hinojosa Engineering
416 E. Dove Avenue
McAllen, TX 78504
956/668-1588 Fax: 956/994-8102

Invoice No. 08126

INVOICE

Customer	
Name: Hidalgo County Precinct No. 3 Address: 724 N. Breyfogle City: Mission State: Texas Zip: 78572 Attention: Commissioner Joe M. Flores	Date: December 15, 2008 Project Name: Border Colonia Access Program **Round III Colonias**

Description

P.O. #613347

Request For Payment No. 1- Round III Colonias

Engineering services rendered towards completion of the Preliminary Phase and Design Phase for the Round III Colonias related to the Border Colonia Access Program:

See Attached Schedule

P.O. #13347

8-1312-431-00.123-XXX-X-334

$ 99,396.99

INVOICE RECEIVED BY: _____ ON 12/16/08

GOODS/SERVICES RECEIVED BY: _____ ON 12/16/08

Contract Amount:	**$311,547.37**
Amount To Date	**$99,396.99**
Amount Paid To Date	**$0.00**
Amount Due This Invoice:	**$99,396.99**

Office Use Only

We Appreciate Your Business.

Hidalgo County Precinct No. 3
Border Colonia Access Program Round III
Javier Hinojosa Engineering
Schedule of Work To Date

Invoice No. 08126
Work Authorization Number 1
Schedule of Values
December 15, 2008

	CSJ	Description	Total Fee	Preliminary Engineering & Design Phase Up to 80%	Construction Phase 81-100%	Total This Invoice	Previous Payments	Current Amount Earned	Percentage Complete	Engineering Fee Available Balance
	C31080055	**Ariel Hinojosa Subdivision** - Paula Street	$ 12,882.10	$ 6,441.05	$ -	$ 6,441.05	$ -	$ 6,441.05	50.00%	$ 6,441.05
	C31080079	**Basham #14** - Campbell Dr., Barnet Dr. and Adams Drive	$ 21,845.48	$ 10,922.74	$ -	$ 10,922.74	$ -	$ 10,922.74	50.00%	$ 10,922.74
	C31080082	**Basham #18** - Tiffany Drive	$ 14,773.31	$ 7,386.66	$ -	$ 7,386.66	$ -	$ 7,386.66	50.00%	$ 7,386.66
	C31080111	**Blue Star Enterprises #2** - Blue Star St., Street "A", Street "C" and Street "D"	$ 25,376.31	$ -	$ -	$ -	$ -	$ -	0.00%	$ 25,376.31
	C31080234	**Dude Hill #1** - Israel Avenue	$ 7,748.48	$ -	$ -	$ -	$ -	$ -	0.00%	$ 7,748.48
	C31080310	**Havana Lomas #4** - Graciela St., Delia St., and Manuel Street	$ 11,804.10	$ -	$ -	$ -	$ -	$ -	0.00%	$ 11,804.10
	C31080311	**Havana Lomas #5** - Delia St.and Manuel St.	$ 7,965.05	$ -	$ -	$ -	$ -	$ -	0.00%	$ 7,965.05
	C31080324	**Hilda Subdivision #2** - Hilda St. and Paris St.	$ 16,083.32	$ 8,041.66	$ -	$ 8,041.66	$ -	$ 8,041.66	50.00%	$ 8,041.66
	C31080348	**Jaradin Terrace Subdivision** - Mahal Drive	$ 16,349.27	$ -	$ -	$ -	$ -	$ -	0.00%	$ 16,349.27
	C31080397	**La Suena** - Rabbit Run, West South Dakota and Bella Vista	$ 31,595.12	$ 15,797.56	$ -	$ 15,797.56	$ -	$ 15,797.56	50.00%	$ 15,797.56
	C31080536	**Palm Lake Estates #1** - Hermosillo Dr., Avenida De Mexico, Alvarado St., Mahala St., Alvarado Court, La Pointe Ave. & Honolulu Ave.	$ 79,202.50	$ 39,601.25	$ -	$ 39,601.25	$ -	$ 39,601.25	50.00%	$ 39,601.25
	C31080587	**Ramirez Subdivision** - 19th Street	$ 6,724.97	$ -	$ -	$ -	$ -	$ -	0.00%	$ 6,724.97
	C31080588	**Ramirez Subdivision No. 2** - 19th Street	$ 6,191.25	$ -	$ -	$ -	$ -	$ -	0.00%	$ 6,191.25
	C31080589	**Ramirez Subdivision No. 3** - 20th Street	$ 5,842.10	$ -	$ -	$ -	$ -	$ -	0.00%	$ 5,842.10
	C31080600	**Randolph Barnett #1** - Tiffany Street	$ 7,893.61	$ -	$ -	$ -	$ -	$ -	0.00%	$ 7,893.61
	C31080606	**Regal Estates** - Thompson Road	$ 16,855.25	$ -	$ -	$ -	$ -	$ -	0.00%	$ 16,855.25
	C31080470	**Monica Acres** - Monica Drive	$ 9,603.80	$ 4,801.90	$ -	$ 4,801.90	$ -	$ 4,801.90	50.00%	$ 4,801.90
	C31080780	**Vereda Tropical** - Maryland Street	$ 12,808.35	$ 6,404.18	$ -	$ 6,404.18	$ -	$ 6,404.18	50.00%	$ 6,404.18
			$ 311,544.37	$ 99,396.99	$ -	$ 99,396.99	$ -	$ 99,396.99		$212,147.38

Project Engineer

Name (print) Javier Hinojosa, P.E.

Signature _____

Date December 15, 2008

Colonia Access Program Director _____

Date _____

Texas Department of Transportation

PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

October 16, 2008

Mr. Agapito Vargas, Director
Hidalgo County Colonia Access Program
301 East State Street
Pharr, TX 78577

Dear Mr. Vargas:

Thank you for providing a copy of the proposed scope and negotiated fee for Work Authorization #1 for professional engineering services from Javier Hinojosa Engineering for Hidalgo County's 3rd-call Border Colonia Access Program Precinct 3 projects. TxDOT concurs with scope and fees provided, and I have placed them on file in my records.

Sincerely,

Sharon Slagle
Pharr District Colonia Program Manager

AI-12917 **19.I.1.**

Pest Control Services

CC REGULAR

Date:	12/23/2008
Submitted By:	Sandra Montalvo, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Sheriff's Office

Information

CAPTION

Recommending award of bid and approval of contract to vendor submitting the lowest pricing and meeting all specifications/requirements as attached hereto for: Hidalgo County Sheriff's Office-"Pest Control Services" Bid No. 2008-339-12-10-SMA

BACKGROUND

1. Contract document has been sent to legal counsel for review and approved as to form.
2. Recommended vendor is "Mid Valley Pest Control"
3. Current Contract expires: 12/31/08

Fiscal Impact

FISCAL YEAR: 8 **ACCT. #:** 8-1100-421-00-280-001-0-425

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

BUDGETARY IMPACT:

Funding will be out of the departments 2009 budget.

Attachments

Link: Contract

Link: participation, tabulation & recommendation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/18/2008 12:41 PM	APRV
2	Budget & Management	Veronica Lopez	12/18/2008 01:37 PM	APRV
3	Rey Salazar	Rey Salazar	12/19/2008 09:43 AM	APRV
4	Auditor's Office		12/19/2008 05:13 PM	NEW

Form Started By: Sandra Montalvo Started On: 12/17/2008 02:15 PM

Final Approval Date: 12/19/2008

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-08-339-12-23

THIS CONTRACT is made and entered into this **23rd** day of December, **2008** by and between the **County of Hidalgo, Texas** ("County"), and **Benito Campos, Jr. d/b/a Mid Valley Pest Control,** a Texas Sole Proprietor ("Company").

WHEREAS, Company responded to request for bids for **"Pest Control Services"** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Service to locations within the **Hidalgo County Sheriff's Office, Jail, Law Enforcement Center, Motorpool, Sheriff Training Academy, CSI Garage, Shooting Range Office, Tower Control Booth** and **The Annex Bldg.** for **"Pest Control Services"** . This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this

Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Sheriff or his designated agent(s)**. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of three (3) years commencing **January 1, 2009** and expiring **December 31, 2012** with the County's option to extend for one (1) year terms under the same rates, terms and conditions. Hidalgo County reserves the right to continue an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of the bid for new contract, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

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. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

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

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company **Benito Campos , Jr. d/b/a**
Mid Valley Pest Control
Attn: Benito Campos, Jr., Owner
8002 East Curry Road
Edinburg, Texas 78539

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

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

15. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this _____ day of_____, 2008.

Approved by Commissioners Court on_____ **2008 .**

APPROVED AS TO FORM:

Atlas & Hall, LLP

By:_____

COUNTY OF HIDALGO

ATTEST:

By:_____
Juan D. Salinas, III, County Judge

_____
Arturo Guajardo, Jr., County Clerk

COMPANY: Benito Campos, Jr. d/b/a
Mid Valley Pest Control
By:_____
Printed Name: Benito Campos, Jr.
Title: Owner

EXHIBIT "A"
SPECIFICATIONS

EXHIBIT "A

HIDALGO COUNTY SHERIFF'S OFFICE
"PEST CONTROL SERVICES"
BID NO.2008-339-12-10-SMA

SPECIFICATIONS

SCOPE OF SERVICES:

Under this contract, pest control is the use of properly registered pesticides and/or the use of approved devices at scheduled times and at pre-planned intervals to provide adequate and acceptable levels of insect and rodent population suppression at the County premises covered by this contract. Exhibit "A" lists the sites/locations to be serviced **with the option to add or delete sites**.

REQUIREMENTS/SPECIFICATIONS:

The Vendor shall furnish all labor, tools, materials and equipment necessary to accomplish the full treatment of pest control services for all areas and buildings specified herein including all rooms, closets, toilets, kitchens, hallways, stairwells, attics, elevators, plus any other building portion or part not specifically described herein.

Full treatment pest control services will include inspection and treatment for rats, mice, roaches, moths, ticks, silverfish, ants, earwigs, fleas, scorpions, spiders, wasps, crickets, flies, centipedes, millipedes and yellow jackets plus any other pests not specifically excluded from the contract both inside and outside. Rat and mouse infestations located in burrows in the ground adjacent to buildings are included. If any pests are discovered by County personnel, the Vendor will respond within 24 hours after notification to correct the situation.

When necessary to install rodent bait boxes, the Vendor will supply a written report to the County which indicates the box location, date of installation, and removal.

Services will be performed by the Vendor during regular hours of operation in the various buildings, except when special conditions require servicing to be done when a building or area is vacated after regular working hours or on weekends. There will be no additional charge for this service.

Vendor (s) will provide and maintain all the required Insurance as described and listed in:
Insurance Requirements: See Exhibit "C" attached hereto.

All costs and expenses associated with the preparation and submission of proposals shall be the responsibility of the submitter and no reimbursements for such charges or expenses shall be passed onto the County.

Hidalgo County reserves the right to award to one or MULTIPLE vendors if the County determines it is in the best interest to do so.

VENDOR RESPONSIBILITIES:

Vendor must also inspect site for possible usage of habitat for nocturnal flying mammals, (Bats), without incurring any additional cost.

The Vendor is to coordinate all work with the Hidalgo County Sheriff's Office for the area being

treated and with an inspection and service schedule at the start of the treatment program. A County representative must sign a service ticket to authenticate that service was performed at each building.

A copy of this signed statement must be included with each monthly invoice.

The Vendor is responsible for the implementation of the pest control programs required by this contract. The Vendor is responsible for providing pesticide applicators that have been trained and certified by a properly designated State lead agency as competent to handle and apply the classes of pesticide products necessary to implement the pest control programs required by this contract.

The Vendor is further responsible for the pest control programs required under this contract fully complying with the applicable Federal, State, and local pesticide laws and regulations within the legal jurisdiction that the premises covered by this contract are located.

The Vendor shall report to Hidalgo County Sheriff's any evidence or conditions conducive to pest infestation, which is not covered in the contract, at the time such condition is first noticed.

The Vendor shall provide one call-back service per month at no additional charge to Hidalgo County Sheriff's Office. Call-back service will be in request by Hidalgo County Sheriff's Office when previous treatment fails to control the pests specified herein.

BID AWARD:

All bidders are hereby notified that Hidalgo County shall consider all factors it believes to be relevant in selecting the bid that provides the best interest to Hidalgo County including, but not limited to the following:

A.) The overall lowest bid price.
B.) The reputation of the bidder
C.) The quality of the bidder's goods and/or services.
D). The bidder's past performance.

Bid award will be made to the lowest, responsive, responsible bidder meeting all specifications/requirements.

After bid is awarded and low bidder(s) default(s) in meeting the terms and conditions of this bid and/or comply with the contractual agreement, Hidalgo County reserves the right to seek services from the next lowest bidder(s) or other vendor. In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).

Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

VENDOR QUALIFICATIONS:

Vendor must have been in the commercial structural pest control business for a minimum of three years and maintain a current business license from the Texas Structural Pest Control Board.

Provide documentation of applicable licenses, certification, and/or commercial experience for vendor, Certified Commercial Applicator, and Licensed Commercial Technician when requested by Hidalgo County when requested by the Hidalgo County Sheriff's Office. Hidalgo County reserves the right to request documentation at any time during the service period.

SERVICE SCHEDULE:

At mutually agreeable dates, the vendor shall meet with the Sheriff's to review and approve scheduling prior to beginning of work. Vendor shall be prepared to provide tentative dates and a schedule to accomplish the specified work. Upon completion of all meetings, vendor shall prepare Hidalgo County Purchasing an approved service schedule for all departments in a spreadsheet type format outlining the dates and times service will be performed. Revisions may be made in the event a building is added or deleted from the services.

WORK HOURS:

All scheduled service shall be performed during the hours of 8:00 A.M. to 5:00 P.M., Monday through Friday.

SPECIAL SERVICE DUE TO RE-INFESTATION:

Special service to address re-infestation shall be provided during or after hours, as requested by Hidalgo County Sheriff's Office. Vendor shall respond to request for special service within 24 hours of notification and shall be provided at no additional cost to Hidalgo County until the infestation is under control or eliminated.

EMERGENCY SERVICE DUE TO RE-INFESTATION:

Emergency services due to re-infestation, defined as only those services which Hidalgo County considers to be hazardous or detrimental to employee health or negatively affect Hidalgo County Sheriff's Office operations, shall be provided under the regular monthly service at no additional cost to Hidalgo County. Vendor shall respond to the request for emergency service and be on-site within four hours of notification by Hidalgo County when request is made between the hours of 8:00 AM and 5:00 PM. Emergency service will only be requested when the above definition is met, otherwise the re-infestation will be requested as a special service.

Inside and outside treatment shall include the placement of rat or rodent control bait in and around the building as required. Technician shall place bait in areas or devices that will prevent ingestion by other pets and not accessible to the public. Vendor shall provide on an as-needed basis a minimum amount of two rodent trapping devices per building at no charge to Hidalgo County.

Vendor shall determine the type and quantity of chemicals and compounds and ensure that they are used in strict conformance with the manufacturer's instructions and specifically approved for areas in which they are to be used.

Prior to beginning work, vendor shall furnish Material Safety Data Sheets for all chemicals used in performance of the service.

Vendor shall leave the work area clean and free of materials, debris, and vendor equipment to the satisfaction of the authorized Hidalgo County Representative. Vendor shall remove from the premises and dispose of all chemical containers and packaging used in performance of the service and properly dispose of dead rodents and pest in strict accordance with all applicable federal, state and local laws and regulations.

CONTRACT PRICE:

An individual Bid Price must be submitted for each building listed. Prices must be firm for the entire contract period and each consecutive contract period. Prices shall include travel cost.

Additional sites will be priced based on square footage.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1. Requesting Price Adjustment: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2. Price Reduction: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3. Time frame for Adjusted Price Increases: Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4. Allowable Review Periods: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion,

conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5. Dollar Limit to Price Changes: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

CONTRACT TERM:

Term of contract is for a three (3) year period with County's option to extend the contract for an additional one (1) year under the same rates terms and conditions.

County reserves the right to continue this agreement for an additional sixty (60) day grace period at the end of the contract term due to an unforeseen delay in the award of a new bid for next contract term

BUILDING RESTRICTIONS:

Parking:

Vendor shall make arrangements with the authorized Hidalgo County Sheriff's Office Representative prior to offloading equipment at the job site. Vendor shall park only in parking spaces designated by the authorized Hidalgo County Sheriff's Office Representative.

Restrooms:

Restrooms shall not be used for washing of tools and equipment or the mixing and preparation of chemicals. Vendor shall coordinate the mixing and preparation of chemicals with the representative.

Access:

Vendor shall make prior arrangements with the authorized representative for access to the building(s) for performance of the service.

ADDITIONAL INFORMATION:

Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2812 S. Business Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE TO (956) 292-7612 OR VIA E-MAIL TO sandra.montalvo@co.hidalgo.tx.us by NO LATER THAN WEDNESDAY, DECEMBER 3, 2008 BY 5:00 P.M. Responses will be sent to all applicants via facsimile or e-mail by no **later than FRIDAY, DECEMBER 5,2008 BY 5:00 P.M.**

HIDALGO COUNTY SHERIFF'S OFFICE
(ENTIRE SURROUNDING BUILDINGS)
EL CIBOLO ROAD
EDINBURG, TEXAS 78539

NOTE:
THE FOLLOWING ARE APPROXIMATE SERVICE LOCATIONS/SITES WHICH SHOULD INCLUDE, BUT NOT LIMITED TO:

JAIL (APPROXIMATELY 300,000 SQ. FT.)	
9 Inmate Dormitory Living Areas 2 Public Lobby 3 Visitation Areas Employee Training Rooms Staff Dining Kitchen Area Inmate Processing Area Infirmary Administration Staff Offices	**BILLING ADDRESS:** 701 El Cibolo Road Edinburg, Texas 78539 Contact Person: Captain Rene Gonzalez 956-381-7800
LAW ENFORCEMENT CENTER (APPROXIMATELY 30,000 SQ. FT.)	
Administration	**Billing Address:** 711 El Cibolo Road Edinburg, Texas 78539 Contact Person: A. Martinez (956) 383-8114
MOTORPOOL (APPROXIMATELY 10,000 SQ. FT.)	
Administration	**Billing Address:** 713 El Cibolo Road Edinburg, Texas 78539 Contact Person: A. Martinez (956) 383-8114
SHERIFF TRAINING ACADEMY (APPROXIMATELY 14,400 SQ. FT.)	
Administration	**Billing Address:** 715 El Cibolo Road Edinburg, Texas 78539 Contact Person: A. Martinez (956) 383-8114
CSI Garage (Approximately 875 sq. ft.)	
To be Constructed	

SHOOTING RANGE OFFICE	
Administration	**Billing Address:** 711 El Cibolo Road Edinburg, Texas 78539 Contact Person: A. Martinez (956) 383-8114
TOWER CONTROL	
Booth	**Billing Address:** 711 El Cibolo Road Edinburg, Texas 78539 Contact Person: A. Martinez (956) 383-8114
SHERIFF ANNEX BUILDING	
Administration	**Billing Address:** 413 N. 14th & Loeb Edinburg, Texas 78539 Contact Person: A. Martinez (956) 383-8114

EXHIBIT "B"
VENDOR'S BID

EXHIBIT "B"

HIDALGO COUNTY SHERIFF'S OFFICE
"PEST CONTROL SERVICES"
BID NO.: 2008-339-12-10-SMA

BID PAGE

Unit Price For Jail:	$ 375.00
Unit Price For Law Enforcement Center:	$ 70.00
Unit Price For Motorpool:	$ 60.00
Unit Price For Sheriff Training Academy:	$ 70.00
Unit Price For Shooting Range Office:	$ 50.00
Unit Price For Tower Control Booth	$ 50.00
Unit Price For Sheriff Annex Building	$ 50.00
TOTAL PRICE PER MONTH:	$ 725.00

BIDDER/COMPANY NAME: MID VALLEY PEST CONTROL

ADDRESS: 8002 E. CURRY RD.

CITY/STATE/ZIP CODE: EDINBURG TX 78542

PHONE NO. 956-383-2651 FAX NO. 956-287-7717

E-MAIL ADDRESS:

CELLULAR NO:.

PRINTED NAME: BENITO CAMPOS JR.

AUTHORIZED SIGNATURE: Benito Campos J

TITLE: OWNER

DATE: 12-10-08

EXHIBIT "C"
INSURANCE
REQUIREMENTS

ACORD CERTIFICATE OF LIABILITY INSURANCE

12/12/2008

PRODUCER
JAMES E. CAPT
JAMES E. CAPT & ASSOCIATES
P. O. BOX 126

San Juan, TX 78589-0126

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
BENITO CAMPOS JR. DBA MID VALLEY PEST CONTROL
8002 CURRY ROAD

EDINBURG, TX 78539

INSURER A: TEXAS MUTUAL INS COMPANY
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

SR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY				EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	$
	CLAIMS MADE OCCUR				MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$
	POLICY PRO-JECT LOC					
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO					
	ALL OWNED AUTOS				BODILY INJURY (Per person)	$
	SCHEDULED AUTOS					
	HIRED AUTOS				BODILY INJURY (Per accident)	$
	NON-OWNED AUTOS					
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
	EXCESS LIABILITY				EACH OCCURRENCE	$
	OCCUR CLAIMS MADE				AGGREGATE	$
						$
	DEDUCTIBLE					$
	RETENTION $					$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY WORKERS' COMP	SBP0001173978200611102	12/12/2008	12/12/2009	X WC STATU-TORY LIMITS / OTH-ER	
					E.L. EACH ACCIDENT	$1,000,000
					E.L. DISEASE - EA EMPLOYEE	$1,000,000
					E.L. DISEASE - POLICY LIMIT	$1,000,000
	OTHER					

FAXED DEC 12 2008 @ 2:19pm

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER

HIDALGO COUNTY PURCHASING DEPT
2802 S. BUSINESS HIGHWAY 281

EDINBURG TX 78539-
(956)318-2626 Ext.
FAX# (956) 292-7912
ATTN: SANDRA MONTALVO

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE James E Capt

© ACORD CORPORATION 1988

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID DD MIDVA-1 | DATE (MM/DD/YY) 09/18/08

PRODUCER

GSM Insurors-San Antonio
P O Box 1478
Rockport TX 78382
Phone: 361-729-5414 Fax: 361-729-3817

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Mid Valley Pest Control
Benito Campos dba
8002 E Curry Rd
Edinburg TX 78539

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: StarNet Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC	PSP000557302	09/26/08	09/26/09	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1000000 $ 100000 $ 5000 $ 1000000 $ 2000000 $ 2000000
		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate Holder is named as additional insured on the general liability policy if required by written contract.

CERTIFICATE HOLDER

HIDALG3

Hidalgo County
Fax#956-292-7612
Attn: Sandra Montalvo
2802 S. Closner Blvd
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Nancy Zacontz

© ACORD CORPORATION 198

Allstate
You're in good hands.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/17/08

PRODUCER
Hector Dominguez / Agent
2005 N Conway Ave Ste A
Mission, Texas 78572

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Benito Campos
DBA Mid Valley Pest Control
8002 E Curry Rd
Edinburg, Tx 78539

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Allstate Auto Commercial	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY					
		[ ] COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE	$
		[ ] CLAIMS MADE [X] OCCUR				DAMAGE TO RENTED PREMISES (Ea occurence)	$
						MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$
		[ ] POLICY [ ] PRO-JECT [ ] LOC				PRODUCTS - COMP/OP AGG	$
		AUTOMOBILE LIABILITY					
		[ ] ANY AUTO	048875930	09/22/2008	09/22/2009	COMBINED SINGLE LIMIT (Ea accident)	$
		[ ] ALL OWNED AUTOS				BODILY INJURY (Per person)	$ 300,000
		[X] SCHEDULED AUTOS				BODILY INJURY (Per accident)	$ 500,000
		[ ] HIRED AUTOS				PROPERTY DAMAGE (Per accident)	$ 500,000
		[ ] NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		[ ] OCCUR [ ] CLAIMS MADE				AGGREGATE	$
		[ ] DEDUCTIBLE					$
		[ ] RETENTION					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					$
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
		If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT	$
						E.L. DISEASE - EA EMPLOYEE	$
		OTHER				E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Pest Control

CERTIFICATE HOLDER

Hidalgo County
2802 S Closner Blvd
Edinburg, Texas 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 15 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Hector Dominguez

ACORD 25 (2001/08)

© ACORD CORPORATION 1988

2853-2

EXHIBIT "D"
LICENSES

MID-VALLEY PEST CONTROL

8002 E. Curry RD, Edinburg TX 78539
Toll Free: 1-866-787-2651 **Edinburg 383-2651**
Weslaco 969-2628 **Fax: 956-287-7717**
Bus. License No. 7877 PT **Certified Applicator No. 32010**

TO: SANDRA MONTALVO
FAX: 318-2629
PHONE: 318-2626
1 SHEET

DEC. 16TH, 2008

Sandra enclosed is the new copy of the Pest Control License. If you have any further questions please call me.

THANK YOU,
Marta Martinez
Office Manager

THIS IS YOUR LICENSE. CAREFULLY TRIM AWAY EXCESS MARGINS AND DISPLAY AT BUSINESS LOCATION AT ALL TIMES.

TEXAS DEPARTMENT OF AGRICULTURE
STRUCTURAL PEST CONTROL SERVICE
TODD STAPLES, COMMISSIONER
P. O. BOX 12847 AUSTIN, TX 78711-2847
(866) 918-4481
For the hearing impaired: (800) 735-2989 TDD (800) 735-2988 VOICE
www.tda.state.tx.us/spcs

COMMERCIAL CERTIFIED APPLICATOR

This is to certify that the person whose name appears below has met the requirements of Texas Administrative Code, title 4, Part 13, Chapter 7, Subchapter H and Chapter 1951 of the Texas Occupations Code.

TDA TPCL No. 7877
TDA Certificate No. 32010

Issue Date: October 1, 1990

Expiration Date: September 26, 2009

BENITO CAMPOS

MID VALLEY PEST CONTROL
8002 F CURRY RD
EDINBURG, TX 78539

Categories:
PT

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ

BID OPENING DATE: December 10, 2008 BID OPENING TIME: 9:30 A.M.
DEPARTMENT/BID DESCRIPTION:"HIDALGO COUNTY SHERIFF'S OFFICE-PEST CONTROL SERVICES-"
BID NO.: 2008-339-12-10-SMA

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1.) JACKSON PEST CONTROL ATTN: ELVA JACKSON	BLM	SANDRA MONTALVO	11/24/08	2202 POINT W. DRIVE EDINBURG, TX 78539 956-381-8015
2.) ESPARZA PEST CONTROL ATTN: DANIEL GARZA	BLM	SANDRA MONTALVO	11/24/08	P.O. BOX 1146 EDINBURG, TX 78540 956-383-4621 rickb@epestinc.com
3.) D-BEST PEST CONTROL ATTN MAX C. DAVIS	BLM	SANDRA MONTALVO	11/24/08	P.O. BOX 532087 HARLINGEN, TX 78553 956-420-2010
4.) VALLEY'S BEST PEST CONTROL ATTN: YOLANDA C.	BLM	SANDRA MONTALVO	11/24/08	13912 N. INSPIRATION RD MISSION,TX 78574 956-581-3165
5.) TRI-STAR PEST CONTROL ATTN: SERGIO CHAVEZ	BLM	SANDRA MONTALVO	11/24/08	P.O. BOX 3333 EDINBURG, TX 78540 956-381-6773
6.) TERMINIX ATTN: REY SALDANA	BLM	SANDRA MONTALVO	11/24/08	1903 Joe Stephens Ave Weslaco, TX 78596 956-968-1227
7.) SOUTH TEXAS INSECT CONTROL ATTN: ISIDRO GARZA	BLM	SANDRA MONTALVO	11/24/08	4311 N. 10TH ST., F7 MCALLEN, TX 78504 956-630-1918
8.) SOLIS PEST CONTROL ATTN: ENRIQUE SOLIS	BLM	SANDRA MONTALVO	11/24/08	1913 POINT WEST DR. EDINBURG, TX 78539 956-383-8538
9.) SAFEGUARD PEST CONTROL ATTN: JUAN MTZ.	BLM	SANDRA MONTALVO	11/24/08	8010 WESTWAY DR., STE 3 HARLINGEN, TX 78552 956-686-7233

10.) PRO-TECH PEST CONTROL ATTN: RAUL MARTINEZ	BLM	SANDRA MONTALVO	11/24/08	P.O. BOX 4254 MCALLEN, TX 78502 956-702-3876
11.) ORKIN EXTERMINATING CO. ATTN: JOHN ZAMORA	BLM	SANDRA MONTALVO	11/24/08	222 HANMORE BLVD HARLINGEN, TX 78550 956 423-7191
12) MID-VALLEY PEST CONTROL ATTN: BENITO CAMPOS or MARTHA MARTINEZ	BLM	SANDRA MONTALVO	11/24/08	8002 E. CURRY EDINBURG, TX 78539 956-383-2651 (office) 956-287-7717 (fax)
13.) BUG OFF PEST CONTROL ATTN: TOMMY CANTU	BLM	SANDRA MONTALVO	11/24/08	2020 W. NOLANA MCALLEN, TX 78504 959-631-5312
14.) ABC INSECT CONTROL ATTN: ALEX GUTIERREZ	BLM	SANDRA MONTALVO	11/24/08	2229 WEST HOUSTON ST. MCALLEN, TX 78501 956-682-8552
15.) ECOLAB INC. ATTN: DIANNE FERRIS	EMR	SANDRA MONTALVO	12/01/08	370 WABASHA STREET NORTH EUC-13 ST. PAUL MN 55102-1390 Dianne.ferris@ecolab.com

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL REQUEST (EMR)
FACSIMILE (FAX)

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY SHERIFF'S OFFICE	
BID OPENING DATE: DECEMBER 10, 2008	**BID OPENING TIME: 9:30 A.M.**
DESCRIPTION OF BID: " PEST CONTROL SERVICES"	
BID NO: 2008-339-12-10-SMA	**BUYER: SANDRA MONTALVO**
NAME OF COMPANY	**TOTAL PRICE PER MONTH**
1.) ORKIN EXTERMINATING COMPANY- HARLINGEN, TX	$2,095.00
2.) MID-VALLEY PEST CONTROL –EDINBURG, TX √	$725.00 √
3.)	
4.)	
5.)	
6.)	
7.)	
8.)	
9.)	
10.)	
11.)	
12.)	

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Guadalupe "Lupe" Trevino, Sheriff
Hidalgo County Sheriff's Office

ATTN: Anacleto "Sonny" Martinez, Chief Deputy
Juan Tapia, Procurement Specialist

FROM: Sandra Montalvo, Buyer
Hidalgo County Purchasing Department

DATE: December 10, 2008

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2008-339-12-10-SMA
HIDALGO COUNTY SHERIFF'S OFFICE-"PEST CONTROL SERVICES"

Attached you will find copies of two (2) bid responses received for the above referenced project. Please review and reply with your recommendation. We need to present your recommendation on the next Commissioner's Court Meeting; therefore, we would like to have your response on or before the following deadline.

Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 by no later than FRIDAY,December 12, 2008 @ 10:00 A.M. in order to place this item on the agenda for next Commissioners Court Meeting, Tuesday, December 23, 2008.**

If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4865

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
Mid-Valley	Please award to Lowest Bid.

BUDGET ACCOUNT #: 8-1100-421-00-280-001-0-425

Authorized Signature	Printed Name	Department	Date
	Anacleto Martinez	HCSO	12-12-08

AI-12966 **19.I.2.**

Requesting Approval of Invoice No. 01.08 SO from Dos Logistics, Inc.
CC REGULAR

Date:	12/23/2008
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Sheriff's Office

Information

CAPTION

Presentation for discussion, consideration, acceptance, and approval of Invoice # 01.08SO in the amount of $53,803.00 from Dos Logistics, Inc., contracted civil engineer for "Hidalgo County Sheriff's Office Sub-Station in the Pct. 1 Area" C-08-223-11-04

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1336-423-00-280-036-0-720

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

BUDGETARY IMPACT:

Funding source identified on PO#613288.

Attachments

Link: Invoice

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/18/2008 02:19 PM	APRV
2	Budget & Management	Veronica Lopez	12/18/2008 02:56 PM	APRV
3	Rey Salazar	Rey Salazar	12/19/2008 10:15 AM	APRV
4	Auditor's Office		12/19/2008 05:13 PM	NEW

Form Started By: Rocio Villarreal Started On: 12/18/2008 10:48 AM

Final Approval Date: 12/19/2008

DL, INC.
DOS LOGISTICS, INC.

RECEIVED
DEC 11 2008
1. 3:53pm

INVOICE

RECEIVED
2008 DEC 3 AM 10 01
HIDALGO COUNTY
SHERIFF'S DEPARTMENT
EDINBURG, TEXAS

Bill To:
Hidalgo County Sheriff's Office
704 El Cibolo Rd
Edinburg, Texas 78539

DATE : Dec. 3, 2008
INVOICE # 01.08 SO

ATTN: Juan Tapia

Contract No. C-08-223-11-04
PO No. 613288

DESCRIPTION	CONTRACT AMOUNT	PAID TO DATE	CURRENT AMOUNT DUE	REMAINING BALANCE
Hidalgo County Sheriff's Office				
Civil Engineering and Design	$16,338.00	$0.00	$12,655.00	$3,683.00
Drawing Preparation	$44,512.00	$0.00	$33,234.00	$11,278.00
Evaluation / Plan Review	$13,338.00	$0.00	$7,914.00	$5,424.00
Construction / Bid Phase	$45,156.00	$0.00		$45,156.00
TOTAL	**$119,344.00**			**$65,541.00**
		TOTAL DUE	**$53,803.00**	

Acc. 8-1336-423.00-280-036-0-720

THANK YOU FOR YOUR BUSINESS!

AI-12893 **19.J.1.**

Records, Management and Imaging System

CC REGULAR

Date:	12/23/2008
Submitted By:	Olga Montero, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	County Clerk

Information

CAPTION

A. Presentation for discussion, consideration and action in connection with the responses received for RFP. No. 2008-448-12-10-otm-"Records, Management and Imaging System" for the purposes of ranking by CC as "qualified" in order to proceed forward with the next phase of the proposal process;
B. Requesting authority for Purchasing Department to enter into negotiations with qualified proposer in order to finalize a contract for consideration and award for "Records, Management and Imaging System" for Hidalgo County Clerk's Office.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1237-415-40-180-003-0-341

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

BUDGETARY IMPACT:

Available balance as of 12-18-08 $139,809.56

Attachments

Link: ACKNOWLEDGMENT OF PROPOSALS

Link: PARTICIPATION LOG

Link: Grid

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/18/2008 12:11 PM	APRV
2	Budget & Management	Veronica Lopez	12/18/2008 01:33 PM	APRV
3	Veronica Lopez	Veronica Lopez	12/19/2008 10:14 AM	APRV
4	Auditor's Office		12/19/2008 05:13 PM	NEW

Form Started By: Olga Montero Started On: 12/17/2008 09:53 AM

Final Approval Date: 12/19/2008

HIDALGO COUNTY PURCHASING DEPARTMENT
PROPOSAL ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY CLERK'S OFFICE	
PROPOSAL ACCEPTANCE DATE: DECEMBER 10, 2008	**PROPOSAL ACCEPTANCE TIME: 9:30 A.M.**
DESCRIPTION OF PROPOSAL: RECORDS, MANAGEMENT AND IMAGING SYSTEM	
PROPOSAL NO: 2008-448-12-10-OTM	

RFP#	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT OF RFP RESPONSE
#01	RECORD FUSION NEW CASTLE, PA	1 ORIGINAL, 7 COPIES
#02	LANDATA TECHNOLOGIES SAN ANTONIO, TEXAS	1 ORIGINAL, 7 COPIES
#03	ACS GOVERNMENT RECORDS SERVICES DALLAS, TEXAS	1 ORIGINAL, 7 COPIES
#04	AMCAD HERNDON, VA	1 ORIGINAL, 7 COPIES

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS

IBF-RFP-RFQ-RFI

RFP ACCEPTANCE DATE: **DECEMBER 10, 2008** RFP ACCEPTANCE TIME: **9:30 A.M.**

DEPARTMENT/PROPOSAL DESCRIPTION: **HIDALGO COUNTY CLERK'S OFFICE-RECORDS, MANAGEMENT AND IMAGING SYSTEM""**

RFP NO: **2008-448-12-10-OTM**

NAME OF PROPOSER: COMPANY/FIRM & REPRESENTATIVE'S NAME	PROPOSAL REQUEST *VIA	SIGNATURE (IF APPICABLE) OR INITALS OF STAFF ADRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.S
Andrew McLean, Proposal Coordinator Manatron, INC.	andrew.mclean@manatron.com	Olga Montero	12/01	(269)567-2900 ext. 7144
Greg Nee, Versivo	greg.nee@versivo.com	Olga Montero	11/25	1100 North Glebe Road Suite 1010 Arlington, Virginia 22201
Lynn Moore, ACS	lynn.moore@acs-inc.com	Olga Montero	11/24	(214) 558-6143
Lona Balcar, Landata Technologies	lbalcar@landata.com	Olga Montero	11/24	PH: (210) 447-4008 Fax: (210) 366-3058
Ram N. Ramanurthy, Sri IIST, Inc.	raminusa@iist.com	Olga Montero	11/25	PH: (888) 932-7932 FAX: (866) 229-9619 CELL: (254) 214-0303

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS

IBF-RFP-RFQ-RFI

RFP ACCEPTANCE DATE: **DECEMBER 10, 2008** RFP ACCEPTANCE TIME: **9:30 A.M.**

DEPARTMENT/PROPOSAL DESCRIPTION: **HIDALGO COUNTY CLERK'S OFFICE-RECORDS, MANAGEMENT AND IMAGING SYSTEM""**

RFP NO: **2008-448-12-10-OTM**

NAME OF PROPOSER: COMPANY/FIRM & REPRESENTATIVE'S NAME	PROPOSAL REQUEST *VIA	SIGNATURE (IF APPICABLE) OR INITALS OF STAFF ADRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.S
Mike Huster, Photizo Group	mhuster@photizogroup	Olga Montero	11/25	PH: (859) 873-4518
Mariah Dunaway,	Mariah.dunaway@ibridellc	Olga Montero	11/25	Business Development 4800 SW Griffth Drive Suite 209 Beaverton, OR 97005
David Nguyen, Soft & Associates, Inc.	dnguyen@softechis.com	Olga Montero	11/25	1570 Corporate Drive Suite B Costa Mesa, CA 92626 PH: (714) 427-1122 x 103 Cell: (714) 791-3771
Michael Pitts Quality Associates, Inc.	mpitts@qualityassociatesinc.com	Olga Montero	11/25	8161 Maple Lawn Blvd., 2nd floor Fulton, MD 20759 Ph: (410) 884-9100 Fax: (410) 884-9122 Cell: (443) 745-8077

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS

IBF-RFP-RFQ-RFI

RFP ACCEPTANCE DATE: **DECEMBER 10, 2008** RFP ACCEPTANCE TIME: **9:30 A.M.**
DEPARTMENT/PROPOSAL DESCRIPTION: **HIDALGO COUNTY CLERK'S OFFICE-RECORDS, MANAGEMENT AND IMAGING SYSTEM""**
RFP NO: **2008-448-12-10-OTM**

NAME OF PROPOSER: COMPANY/FIRM & REPRESENTATIVE'S NAME	PROPOSAL REQUEST *VIA	SIGNATURE (IF APPICABLE) OR INITALS OF STAFF ADRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.S
Christie Shields Indico Corporation	christie@indicopublic.com	Olga Montero	11/25	Ph: (817) 335-6777
Gilbert Gonzalez, AMCAD	GGonzalez@AMCAD.com	Olga Montero	11/26	206 Venice St. San Antonio, Texas 78201 Ph: (703) 787-7775 Fax: (703) 787-7710 Cell: (210) 240-3366
Anamika Dhone, Image-X, Inc.	anamika.dhone@e-bizindia.in	Olga Montero	11/25	35 South La Patera Lane #C Goleta, CA 93117 Ph: (805) 964-3535 Fax: (805) 683-8525
Mandy Hayden Neubus, Inc.	mhayden@neubus.com	Olga Montero	11/25	Cell: (512) 507-3282
Alice Houck, Optimum Document Services	ahouck@optimumdocument.com	Olga Montero	11/26	12520 Prosperity Drive Suite 300 Silver Spring, MD 200904 Ph: (301) 622-9001 Fax: (301) 622-9020

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS

IBF-RFP-RFQ-RFI

RFP ACCEPTANCE DATE: **DECEMBER 10, 2008** RFP ACCEPTANCE TIME: **9:30 A.M.**

DEPARTMENT/PROPOSAL DESCRIPTION: **HIDALGO COUNTY CLERK'S OFFICE-RECORDS, MANAGEMENT AND IMAGING SYSTEM""**

RFP NO: **2008-448-12-10-OTM**

NAME OF PROPOSER: COMPANY/FIRM & REPRESENTATIVE'S NAME	**PROPOSAL REQUEST *VIA**	**SIGNATURE (IF APPICABLE) OR INITALS OF STAFF ADRESSING MAIL OUT**	**DATE**	**PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.S**
Albert Cortez,	albertcortez40@yahoo.com	Olga Montero	11/26	
Delia M. Bruntz, Crowe Horwath LLP	Delia.bruntz@crowhorwath.com	Olga Montero	12/02	One Mid America Plaza, Suite 700 Oak Brook, Illinois 60522-3697
Vojin Hadzi-Pavlovic,	vhpavlovic@hotmail.com	Olga Montero	11/28	
Joel Davila, AT&T	Jd8020@att.com	Olga Montero	12/01	721 Beech Ave McAllen, Texas 78501 Ph: (956) 984-4648 Fax: (956) 630-8403
Eugene Sisneros, Record Fusion	eugenesisneros@recordfusion.com	Olga Montero	12/01	P.O. Box 690025 Houston, Texas 77269-0025 Ph: (713) 204-0063

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS

IBF-RFP-RFQ-RFI

RFP ACCEPTANCE DATE: **DECEMBER 10, 2008** RFP ACCEPTANCE TIME: **9:30 A.M.**
DEPARTMENT/PROPOSAL DESCRIPTION: **HIDALGO COUNTY CLERK'S OFFICE-RECORDS, MANAGEMENT AND IMAGING SYSTEM""**
RFP NO: **2008-448-12-10-OTM**

NAME OF PROPOSER: COMPANY/FIRM & REPRESENTATIVE'S NAME	**PROPOSAL REQUEST *VIA**	**SIGNATURE (IF APPICABLE) OR INITALS OF STAFF ADRESSING MAIL OUT**	**DATE**	**PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.S**
Kathy Palmer, JPMorgan Chase & Co	kathy.palmer@chase.com	Olga Montero	12/03	Ph: (512) 479-2784
Delia M. Bruntz, Crowe Horwath LLP	Delia.bruntz@crowhorwath.com	Olga Montero	12/02	One Mid America Plaza, Suite 700 Oak Brook, Illinois 60522-3697
Shauna Brown, ImageTek	sbrown@edovtec.net	Olga Montero	12/03	Cell: (254) 715-5560 Fax: (254) 537-0437
Vernith Brooks, DLT Solutions, Inc.	vernith.brooks@dlt.com	Olga Montero	12/04	Ph: (703) 708-9617 Toll Free (888) 358-4472 Fax: (866) 419-7926
Jim Petrillo, HOVServices	jim.petrillo@hoveservices.com	Olga Montero	12/05	Ph: (713) 957-0800 Cell: (281) 435-5433 Fax: (713) 957-4858

-EVALUATION/GRADING GRID
RFP NO: 2008-448-12-10-otm
HIDALGO COUNTY CLERK'S OFFICE – RECORDS, MANAGEMENT AND IMAGING SYSTEM

EVALUATION CRITERIA	RECORD FUSION RFP NO. 1					LANDATA TECHNOLOGIES RFP NO. 2				
	GRADERS									
	1	2	3	4	5	1	2	3	4	5
1. Understanding the Services/Methodology a) Requested information included and thoroughness of response. b) Understanding and acceptance of the scope of service. c) Acceptance of the RFP and Contract requirements. d) Clarity and conciseness of the response.	20	20	20	25	23	20	25	20	20	23
2. Ability to commit to all services requested a) Background of Proposer and support personnel, including professional qualifications and length of time working in Proposers capacity. b)Relevant experience with public entity clients, especially governments including problems experienced with those clients and Proposers solutions. c) Specific experience with public entity clients, especially governments including problems experienced with those clients and Proposers solutions. d)Other resources, including total number of employees. e)References with contact names and telephone numbers.	20	25	20	20	28	30	25	20	25	25
3. Ease of Support System and Response Time Ease of communicating with company's support system and the company's ability to have trained response team/person at service site. Qualified/trained response team (person) should be able to evaluate, diagnose and/or begin service immediately.	20	15	15	20	15	20	20	5	20	16

4. Cost Fees and Warranty-in considering proposals Hidalgo County reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous, including but not limited to software price and services price per day/hour.	5	10	15	15	18	15	20	15	20	15
TOTAL	65	70	70	80	84	85	90	60	85	79
AVERAGE	**73.8**					**79.8**				
RANKINGS (UPON REVIEW AND APPROVAL BY HIDALGO COUNTY COMMISSIONERS COURT)										

EVALUATION/GRADING GRID
RFP NO: 2008-448-12-10-otm
HIDALGO COUNTY CLERK'S OFFICE – RECORDS, MANAGEMENT AND IMAGING SYSTEM

EVALUATION CRITERIA	ACS GOVERNMENT RECORDS SERVICES RFP NO. 3					AMCAD RFP NO. 4				
	GRADERS									
	1	2	3	4	5	1	2	3	4	5
1. Understanding the Services/Methodology a) Requested information included and thoroughness of response. b) Understanding and acceptance of the scope of service. c) Acceptance of the RFP and Contract requirements. d) Clarity and conciseness of the response.	15	20	20	20	24	15	25	20	23	24
2. Ability to commit to all services requested a) Background of Proposer and support personnel, including professional qualifications and length of time working in Proposers capacity. b)Relevant experience with public entity clients, especially governments including problems experienced with those clients and Proposers solutions. c) Specific experience with public entity clients, especially governments including problems experienced with those clients and Proposers solutions. d)Other resources, including total number of employees. e)References with contact names and telephone numbers.	30	30	20	30	29	30	25	10	25	28
3. Ease of Support System and Response Time Ease of communicating with company's support system and the company's ability to have trained response team/person at service site. Qualified/trained response team (person) should be able to evaluate, diagnose and/or begin service immediately.	20	20	12	20	18	10	10	20	20	17

4. Cost Fees and Warranty-in considering proposals Hidalgo County reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous, including but not limited to software price and services price per day/hour.	25	25	20	25	23	15	15	10	23	17
TOTAL	90	95	72	95	94	70	75	60	91	86
AVERAGE	**89.2**					**76.4**				
RANKINGS (UPON REVIEW AND APPROVAL BY HIDALGO COUNTY COMMISSIONERS COURT)										

AI-12907 **19.J.2.**

Acceptance & Approval of Best Buy Invoice for Payment
CC REGULAR

Date: 12/23/2008
Submitted By: Marty Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** County Clerk

Information

CAPTION

A. Presentation for discussion, consideration, acceptance and approval of invoice 0625309802-001 (P.O.#611839 dated 10-27-08) from Best Buy in the amount of $422.49 with authority for County Treasurer to issue payment/check after County Auditor's processing procedures are completed;
B. Authorization for County Clerk to utilize Best Buy required corporate account for acquisition of goods/products but in no event without first securing a properly executed purchase order.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-415-40-180-001-0-664
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Amount available in PO# 611839 is $422.49 for Best Buy.

Attachments

Link: 12907

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Nielda Cavazos	12/17/2008 02:14 PM	APRV
2	Budget & Management	Veronica Lopez	12/17/2008 03:58 PM	APRV
3	Roland Garcia	Rolando Garcia	12/18/2008 09:19 AM	APRV
4	Auditor's Office		12/19/2008 05:13 PM	NEW

Form Started By: Marty Salazar
Started On: 12/17/2008 12:59 PM

Final Approval Date: 12/19/2008

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
County Administration Building
2802 S. Hwy Bus 281
Edinburg, Texas 78539-3587
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

MAILING ADDRESS:
HIDALGO COUNTY AUDITOR'S OFFICE
P. O. BOX 689
EDINBURG, TEXAS 78540-0689

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY

DATE: 12/12/08

TO: Priscilla

DEPT: County Clerk's

FROM: MIRIAM JIMENEZ MJ

PHONE: (956) 318-2511 X 4631

REFERENCE: PO#611839 Invoice#002530602-001

THE FOLLOWING DOCUMENT (S), i.e. ***Best Buy*** IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

PAYMENT (S) OF CLAIMS RELATED TO THIS DOCUMENT (S) WILL BE MADE AS SOON AS POSSIBLE AFTER CORRECTIVE ACTIONS HAS BEEN TAKEN AND THE CORRECTED AND PROPER DOCUMENTATION HAS BEEN SUBMITTED/RESUBMITTED TO THE AUDITOR'S OFFICE WITH SUFFICIENT TIME FOR THE AUDITOR TO EXAMINE AND APPROVE BEFORE THE NEXT SCHEDULED MEETING OF THE HIDALGO COUNTY COMMISSIONERS COURT, AS PER LOCAL GOVERNMENT CODE 113.064.

[ ] **EXPENDITURE INCURRED BEFORE PURCHASE ORDER ISSUED – PLEASE FOLLOW PROPER CLAIMS PROCEDURES**

[ ] **PURCHASE ORDER NUMBER IS INCONSISTENT WITH INVOICE**

[ ] **AMOUNT BILLED DOES NOT MATCH THE PURCHASE ORDER AMOUNT**

[ ] **VENDOR ON PURCHASE ORDER DOES NOT MATCH INVOICE**

[ ] **INSUFFICIENT DOCUMENTATION TO PROCESS PAYMENT**

[ ] **SIGNATURE OR DATE NOT PRESENT**

[ ] **SYSTEM SHOWS INVOICE PAID**

[ ] **INSUFFICIENT FUNDING IN ACCOUNT #_____ AVAILABLE $.**

[ ] **NEEDS APPROVAL OF:**

[x] **NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS):**

[ ] **NEEDS CORRECTION (S):**

[x] **NEEDS ADDITIONAL DOCUMENTATION I.e.,:**

[ ] **OTHER:**

[ ] **COMMENTS / RECOMMENDATION: Priscilla, please submit invoice to Commissioner's Court for Approval. Apparently there was an application submitted back on 2004 to set up account. Best Buy will be faxing me a copy of said application within 30 days, and I will send you a copy for your records.**

12/16/08 Miriam's POC @ Best Buy
1-800-811-7276
Customer Service Dept.

COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 01/2007

Desc:

BEST BUY

Account Number	Invoice Number	Total Due	Due Date	Amount Paid
7004-0199-0000-7791	002530602-001	$422.49	12/07/2008	$

Please make your check payable to HSBC BUSINESS SOLUTIONS . Include your account number on your check or money order. To avoid late charges, mail at least 7 business days before due date to:

HIDALGO COUNTY CLERKS OFFI
100 N CLOSNER BLVD FL 2
EDINBURG TX 78539-3523

BEST BUY GOV/ED LLC
PO BOX 5232
CAROL STREAM IL 60197-5232

00042249000422490007004019900007791003692

PLEASE RETURN THE ABOVE PORTION WITH YOUR PAYMENT.

BEST BUY Government and Education

ACCOUNT: 7004-0199-0000-7791
BEST BUY

PAGE: 1 OF 1
PURCHASE DATE: 11/05/2008

INVOICE: 002530602-001

P.O. #: 611839
AUTHORIZED BUYER: CORPORATE CARD

SHIP TO: ARMNDO PEREZ
317 NORTH CLOSNER
EDINBURG TX 78539

ITEM DESCRIPTION	QUANTITY	UNIT PRICE	DISCOUNT	EXTENDED TOTAL
WHIRLPOOL 9.7 CU. FT. TOP-MOUN	1	$332.49	$.00	$332.49

SUBTOTAL	$332.49
TAX	$.00
SHIPPING/DELIVERY	$90.00
TOTAL INVOICE	$422.49

RECEIVED NOV 18 2008 HIDALGO COUNTY AUDITOR'S OFFICE

This communication serves as official notice that all calls to/from our offices may be monitored and/or recorded for quality assurance purposes.

RECEIVED NOV 20 2008 HIDALGO COUNTY AUDITOR'S OFFICE

INVOICE RECEIVED BY: _____ on 11/18/08
GOODS/SERVICES RECEIVED BY: _____ on 11/18/08

8-1100-415-40-180-001-D-6664
142136 611839

NET TERMS = 30 DAYS
INVOICE PAYMENT DUE DATE: 12/07/2008

For billing errors or questions, please call 1-800-811-7276

S-000818591-080000700040

Purchase Order

COUNTY OF HIDALGO

PO#: 611839

DATE: 10/27/08

VENDOR: 193879 REQ:00142136

Email:

Phone:(800)811-7276

BEST BUY
800 E. EXPRESSWAY 83
MCALLEN TX 78501

Vendor Acct:

BUYER:

SHIP TO: COUNTY CLERK
100 N. CLOSNER, 1ST FL
EDINBURG TX 78539

CONTACT:

SITE: COUNTY CLERK

Special Instructions:

Contract No:

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. CUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1		WHIRLPOOL-9.7 CU. FT. TOP-MOUNT REFRIGERATOR-WHITE-ON-WHITE MODEL: ETOMSRXTQ	422.49	422.49
		Includes Shipping and Handling TO BE USED AT THE WARE HOUSE BREAK ROOM		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		422.49

****

For Hidalgo County use only

8-1100-415-40-180-001-0-664 422.49

Approved

Authorized by: Martha L. Salazar

CLOSE

Order Details

Print

Order Number: 002530602

Billing Address
priscilla garcia
Hidalgo County
100 N CLOSNER BLVD FL 1
EDINBURG, TX
78539 USA

Shipping Address
armndo perez
Hidalgo County
317 NORTH CLOSNER
EDINBURG, TX
78539 USA

Order Status
Order Date
Last Updated
Shipped
10/28/2008
11/5/2008

Order Qty	Ship Qty	Cancel Qty	Product Description	Product Status	Last Updated	Price	Total Price
1	1	0	Whirlpool 9.7 Cu. Ft. Top-Mount Refrigerator - White-on-White **Item** BB10831214	Shipped	11/5/2008	$332.49	$332.49

Custom Delivery : Desired Delivery Date: 11/4/2008
Ship to address

Product Total:
$332.49
Custom Delivery:

$90.00
Tax:
$0.00
ORDER TOTAL:
$422.49

Shipping Method(s)
• Custom Delivery - Whirlpool 9.7 Cu. Ft. Top-Mount Refrigerator - White-on-White

Payment Type

Amount Charged

• Account

$422.49

Customer P.O. Number
• 611839

BEST BUY For Business
7601 Penn Avenue South • Richfield, MN 55423-3645
Phone: 612-292-0343 x20343 • Fax: 952.430.6320
Business Pro:Heidi Hilliker
Email:Heidi.Hilliker@bestbuy.com

THE COUNTY OF HIDALGO
TEXAS

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

To: ALL DEPARTMENTS

From: Laura Renteria-Moya, Buyer II

Subject: Survey on Credit Cards

Hidalgo Purchasing Department is conducting a survey to find out how many and what type of credit cards are being used by your department under Hidalgo County. We would like for your department to please list the number of cards along with the name of the bank the card(s) are with. Your quick response to this survey would be greatly appreciated. **Please submit the survey back to the purchasing office no later than Friday February 22, 2008 by 1:00 p.m.**

Hidalgo County Department: County Clerks office

How many Credit Accounts does your department have? 0

List Name of Card *Target Store*	**Cardholder Name** *Jane Doe*	**Used for** *Groceries*

Authorized Signature

Date

PURCHASING DEPARTMENT
County Of Hidalgo

March 17, 2008

Best Buy
via fax
1-877-605-4321

Re: Credit Card Accounts with Federal I.D. # 74-6000717

To Credit Card Account Departments/Divisions Managers and/or Supervisors:

This correspondence is written notification that any credit cards issued and reflecting the federal identification number referenced and noted above **have not been approved for application or use by Hidalgo County Commissioners Court.** Applications to secure credit card accounts with your company must be presented, approved and executed by Hidalgo County Commissioners Court.

Therefore such credit card accounts are null and void and must be cancelled immediately.

Hidalgo County is requesting that you provide the Purchasing Department with written confirmation that all credit card accounts issued and reflecting the federal identification number referenced are cancelled and further forward a list for all accounts with the card information as it appears on each individual account.

You may forward the cancellation list confirmation to the Hidalgo County Purchasing Department via facsimile transmittal to 956-318-2629 or 956-292-7612 or via e-mail to martha.salazar@co.hidalgo.tx.us. Your prompt attention to this request would be greatly appreciated.

If you require any further information or assistance regarding this matter, please do not hesitate to contact the Hidalgo County Purchasing Department at 956-318-2626, 956-292-7611 or 956-457-1132 or to the e-mail noted herein.

Yours truly,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

100 E. Cano, 4th Floor, Adm. Bldg. ★ Edinburg, Texas 78539 ★ (956) 318-2620 ★ Fax (956) 318-2629

Hidalgo County Purchasing Department
2312 South Business 281
Edinburg, Texas 78539
Phone (956) 318-2626
Fax (956) 292-7612

FAX

To:	CREDIT CARD ACCOUNT DEPT. - BEST BUY	From:	MARTHA L. SALAZAR c/o YVETTE ISLAS
Fax:	1-877-605-4321	Pages:	2 (including cover sheet)
Phone:		Date:	3-17-2008
Re:	CREDIT CARD ACCOUNTS WITH FEDERAL I.D. # 74-6000717		

AI-12837 **19.K.2.**

Rebate Check

CC REGULAR

Date:	12/23/2008
Submitted By:	Nielda Cavazos, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Co. Wide

Information

CAPTION

Approval to accept a rebate check from The Local Government Purchasing Cooperative (BuyBoard) in the amount of $19,699.58 (check # 00004499). (This is an annual Coop Rebate.)

BACKGROUND

For 2007-08 Fiscal Year.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-360-00-000-000-0-000

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

BUDGETARY IMPACT:

Revenue via rebate check#0000449 $19,699.58 dated 12/01/08.

Attachments

Link: Rebate Check

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	12/12/2008 01:29 PM	APRV
2	Budget & Management	Veronica Lopez	12/12/2008 01:42 PM	APRV
3	Roland Garcia	Rolando Garcia	12/12/2008 02:27 PM	APRV
4	Auditor's Office	Linda Fong	12/18/2008 05:17 PM	APRV

Form Started By: Nielda Cavazos Started On: 12/11/2008 04:45 PM

Final Approval Date: 12/18/2008

The Local Government Purchasing Cooperative
P.O. BOX 400
AUSTIN, TX 78767-0400
(800) 695-2919

JPMorgan Chase Bank, N.A., Dallas, TX
Controlled Disbursement

88-88/1113

00004499
12/01/2008

120108_093112 00000565

Vendor No: **108275**

PAY: NINETEEN THOUSAND SIX HUNDRED NINETY-NINE AND 58/100 DOLLARS

******$19,699.58**
VOID IF NOT CASHED IN 90 DAYS

TO THE ORDER OF:

HIDALGO COUNTY
100 E CANO 4TH FLR
EDINBURGH, TX 78539

Judith S. Schwartz
James B. Clow
VOID OVER $19,699.58

⑈00004499⑈ ⑆111300880⑆ 734240047⑈

THE FACE OF THIS CHECK IS BROWN ON WHITE PAPER AND AN ARTIFICIAL WATERMARK APPEARS ON BACK OF CHECK.

The Local Government Purchasing Cooperative
P.O. BOX 400
AUSTIN, TX 78767-0400
(800) 695-2919

Net Amount: **>>>>>>$19,699.58**
Payee Name: **HIDALGO COUNTY**

00004499
12/01/2008

Invoice Number	Invoice Date	Description	Gross	Discount	Amount Paid
111708	11/17/2008	07/08 Annual Coop Rebate	19,699.58		19,699.58
TOTAL			19,699.58		19,699.58

DETACH STATEMENT BEFORE DEPOSITING

BuyBoard®
Cooperative Purchasing

P.O. Box 400
Austin, Texas 78767-0400
512-467-0222
800-695-2919
Fax: 800-211-5454
www.buyboard.com

December 3, 2008

Dear BuyBoard member:

We are pleased to present your organization with the enclosed rebate check.

Because of your participation and confidence in The Local Government Purchasing Cooperative and BuyBoard®, the program has grown tremendously over the last few years. The purchasing volume exceeded $500 million for the 2007–08 fiscal year, and membership has grown to more than 2,600 members throughout the state.

As a result of the continued growth, the Coop is sending rebate checks to eligible members. The rebate is reflective of the Coop collecting more in vendor service fees than it needed to cover its annual expenditures. As a result, the Cooperative Board approved a distribution of $1.7 million to be rebated to 1,057 members, with each entity's rebate based on the amount of vendor service fees generated by its purchases. The enclosed check results from your participation in the Cooperative for the 2007–08 fiscal year.

Our goal is to continue to offer high-quality products at competitive prices from top-performing vendors so that you always find value in the Cooperative and BuyBoard.

Thank you for your participation in the Cooperative, and we look forward to serving you even better in the future.

Sincerely,

Todd Pearson

Todd Pearson
Chairman
The Local Government Purchasing Cooperative

OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 124787

Received From: The Local Gov't Purchasing Coop 1: Date 12/12/08

1	4499	07/2008 Annual Co-op Rebate	8-1100-360-00-000-000-0-000	19,699.58

Total: **19,699.58**

Check Total	19,699.58
Cash Total	.00
Credit Total	.00
Other Total	.00

AI-12879 **20.A.**

Landmark American Ins. Co. Check/Dolly Hurricane
CC REGULAR

Date:	12/23/2008
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Roy Quintanilha
Department:	SAFETY DIVISION
Agenda Category:	Budget and Management

Information

CAPTION

Safety Division:
Discussion an action to accept Check #40040653 and Check #40040024 in the amount of $179,501.30 and $8,125.03 respectively from Landmark American Insurance Company for damages sustained to County owned buildings by Hurricane Dolly.

BACKGROUND

Acct #: 8-1100-360-00-000-005-0-000

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/17/2008 09:41 AM	APRV
2	Damaris San Miguel	Damaris San Miguel	12/18/2008 02:33 PM	APRV
3	Auditor's Office	Linda Fong	12/18/2008 05:16 PM	APRV
4	Purchasing Department	Marty Salazar	12/19/2008 10:44 AM	APRV

Form Started By: Aida Alvarez — Started On: 12/16/2008 03:53 PM

Final Approval Date: 12/19/2008

AI-12938 **20.B.**

Interdepartmental Transfer - General Litigation

CC REGULAR

Date:	12/23/2008
Submitted By:	Rolando Garcia, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Approval of 2008 interdepartmental transfer from County Wide Administration-Contingency to General Litigation (1100) in the amount of $60,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-415-00-115-002-0-899

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

BUDGETARY IMPACT:

available balance as of 12/17/08.

Attachments

Link: Interdept Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/18/2008 08:34 AM	APRV
2	Veronica Lopez	Veronica Lopez	12/18/2008 09:19 AM	APRV
3	Auditor's Office	Linda Fong	12/18/2008 05:13 PM	APRV
4	Purchasing Department	Marty Salazar	12/19/2008 10:45 AM	APRV

Form Started By: Rolando Garcia Started On: 12/17/2008 04:32 PM

Final Approval Date: 12/19/2008

DATE: December 17, 2008

2008
Transfer

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Department of Budget & Management for General Litigation

ACCOUNT NUMBER: 8-1100-41X-X0-X1X-0XX-0-XXX

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

Contact: Rolando Garcia
Ph#: 292-7025 Ext. 5761

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
8-1100-415-00-115-002-0-899	CO WIDE ADM-CONTINGENCY	(60,000.00)
8-1100-415-30-115-021-0-333	GENERAL LITIGATION-LEGAL & EXPERT WITNESS	$60,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
TRANSFER TO COVER ANTICIPATED EXPENDITURES

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-12903 **20.C.**

Inter-departmental transfer from Contingency to Sanitation Pct.1

CC REGULAR

Date:	12/23/2008
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Sanitation Pct. 1:
Approval of 2008 Inter-departmental transfer from Co-Wide Adm. Contingency to Sanitation Pct. 1 Supplemental pay in the amount of $400.00 to fund expected supplemental pay expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-4XX-00-XXX-00X-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 12-17-08.

Attachments

Link: Inter-departmental Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	12/17/2008 11:32 AM	APRV
2	Budget & Management	Veronica Lopez	12/17/2008 03:54 PM	APRV
3	Erika Reyna	Erika Reyna	12/19/2008 09:29 AM	APRV
4	Auditor's Office		12/19/2008 05:13 PM	NEW

Form Started By: Sylvia Solis Started On: 12/17/2008 11:07 AM

Final Approval Date: 12/19/2008

DATE: December 16,2008

DEPARTMENT HEAD: Valde Guerra

2008
Transfer

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

ACCOUNT NUMBER: 8-1100-4XX-00-XXX-00X-0-XXX

CONTACT PERSON: Sylvia V. Solis **PHONE:** (956) 292-7025 Ext. 5423

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
8-1100-415-00-115-002-0- 899	CO WIDE ADM-	CONTINGENCY	(400.00)
TO			
8-1100-432-00-121-001-0- 117	SANITATION PCT.1	SUPPLEMENTAL PAY	400.00
TOTAL BUDGET INCREASE (DECREASE)			0.00

REASON:

Transfer from Co. Wide Contingency Acct. to Sanitation Pct.1 Supplemental Pay to fund negative balance and future expenses.

SIGNATURE

COMMISSIONERS COURT

DATE / /

ATTEST, COUNTY CLERK

AI-12899 **20.D.**

Inter-departmental transfer from contingency to DA

CC REGULAR

Date:	12/23/2008
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Criminal DA:
Approval of 2008 Inter-departmental transfer from Co-Wide Adm. Contingency to Criminal DA Longevity pay in the amount of $7,600.00 to fund expected longevity pay expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-415-00-115-002-0-899

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

BUDGETARY IMPACT:

Funds available as of 12-17-08. $318,729.67

Attachments

Link: Inter-departmental Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	12/17/2008 11:23 AM	APRV
2	Budget & Management	Veronica Lopez	12/17/2008 11:27 AM	APRV
3	Rey Salazar	Rey Salazar	12/19/2008 08:59 AM	APRV
4	Auditor's Office		12/19/2008 05:13 PM	NEW

Form Started By: Sylvia Solis Started On: 12/17/2008 10:45 AM

Final Approval Date: 12/19/2008

DATE: December 16,2008

DEPARTMENT HEAD: Valde Guerra

2008
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Criminal DA

ACCOUNT NUMBER: 8-1100-4XX-00-XXX-002-0-XXX

CONTACT PERSON: Sylvia V. Solis **PHONE:** (956) 292-7025 Ext. 5423

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
8-1100-415-00-115-002-0- 899	CO WIDE ADM-	CONTINGENCY	(7,600.00)
TO			
8-1100-412-00-080-002-0- 115	CRIMINAL DISTRIC ATT.	LONGEVITY PAY	7,600.00
TOTAL BUDGET INCREASE (DECREASE)			0.00

REASON:

Transfer from Co. Wide Contingency Acct. to Criminial DA Longevity Pay to fund negative balance and future expenses.

SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

AI-12883 **20.E.**

2008 Interdepartmental for Buldings & Grounds (1100)

CC REGULAR

Date:	12/23/2008
Submitted By:	Dale Kennan, BUDGET & MANAGEMENT
Submitted For:	Buldings & Grounds
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Approval of 2008 interdepartmental transfer from County Wide Administration to Buildings & Grounds (1100) in the amount of $59,839.73, for pending invoices for services rendered by Toromont for building repair and maintenance.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 8-1100-41X-X0-XXX-00X-0-XXX

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

BUDGETARY IMPACT:

From 8-1100-415-00-115-002-0-899 to 8-1100-419-40-220-001-0-431 in the amount of $59,839.73. Funding available for transfer as of 12/17/08.

Attachments

Link: 2008 Inter for B&G (1100)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/17/2008 09:41 AM	APRV
2	Veronica Lopez	Veronica Lopez	12/17/2008 01:59 PM	APRV
3	Auditor's Office	Linda Fong	12/18/2008 05:15 PM	APRV
4	Purchasing Department	Marty Salazar	12/19/2008 10:44 AM	APRV

Form Started By: Dale Kennan Started On: 12/17/2008 07:34 AM

Final Approval Date: 12/19/2008

DATE: December 17, 2008

2008
Transfer

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Department of Budget & Management for Buildings & Grounds (1100)

ACCOUNT NUMBER: 8-1100-41X-X0-XXX-00X-0-XXX

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

Contact: Dale Kennan
Ph#: 292-7025 Ext. 5406

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
8-1100-415-00-115-002-0-899	CO WIDE ADM-CONTINGENCY	(59,839.73)
8-1100-419-40-220-001-0-431	GEN GOVT BLDG-BLDG R&M SERVICE	$59,839.73
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Transfer from CO WIDE ADM-CONTINGENCY to GEN GOVT BLDG-BLDG R&M SERVICE to fund pending invoices for building repair and maintenance.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-12988 **21.D.**

Cause No. CL-06-3028-B

CC REGULAR

Date:	12/23/2008
Submitted By:	Norma Silva, BUDGET & MANAGEMENT
Submitted For:	Valde Guerra
Department:	BUDGET & MANAGEMENT
Agenda Category:	Closed Session

Information

CAPTION

Cause No. CL-06-3028-B; Martha Patricia Garza, et al vs Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/19/2008 03:11 PM	APRV
2	Auditor's Office		12/19/2008 05:13 PM	NEW

Form Started By: Norma Silva Started On: 12/19/2008 02:10 PM

Final Approval Date: 12/19/2008

AI-12990 **21.E.**

Cause No. C-2213-06-H

CC REGULAR

Date:	12/23/2008
Submitted By:	Norma Silva, BUDGET & MANAGEMENT
Submitted For:	Valde Guerra
Department:	BUDGET & MANAGEMENT
Agenda Category:	Closed Session

Information

CAPTION

Cause No. C-2213-06-H; Sylvia Torres, et al vs Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/19/2008 03:12 PM	APRV
2	Auditor's Office		12/19/2008 05:13 PM	NEW

Form Started By: Norma Silva Started On: 12/19/2008 02:15 PM

Final Approval Date: 12/19/2008

AI-12989 **22.D.**

Cause No. CL-06-3028-B

CC REGULAR

Date:	12/23/2008
Submitted By:	Norma Silva, BUDGET & MANAGEMENT
Submitted For:	Valde Guerra
Department:	BUDGET & MANAGEMENT
Agenda Category:	Open Session

Information

CAPTION

Cause No. CL-06-3028-B; Martha Patricia Garza, et al vs Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/19/2008 03:11 PM	APRV
2	Auditor's Office		12/19/2008 05:13 PM	NEW

Form Started By: Norma Silva — Started On: 12/19/2008 02:13 PM

Final Approval Date: 12/19/2008

AI-12991 **22.E.**

Cause No. C-2213-06-H

CC REGULAR

Date:	12/23/2008
Submitted By:	Norma Silva, BUDGET & MANAGEMENT
Submitted For:	Valde Guerra
Department:	BUDGET & MANAGEMENT
Agenda Category:	Open Session

Information

CAPTION

Cause No. C-2213-06-H; Sylvia Torres; et al vs Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	12/19/2008 03:12 PM	APRV
2	Auditor's Office		12/19/2008 05:13 PM	NEW

Form Started By: Norma Silva Started On: 12/19/2008 02:17 PM

Final Approval Date: 12/19/2008