AI-18483 **6.D.**

Claim of Lupe Pequeno

CC REGULAR

Date:	11/17/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of Lupe Pequeno

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/10/2009 10:11 AM	APRV
2	Auditor's Office	Linda Fong	11/13/2009 01:51 PM	APRV
3	Purchasing Department	Marty Salazar	11/13/2009 02:05 PM	APRV

Form Started By: Aida Alvarez — Started On: 11/10/2009 08:19 AM

Final Approval Date: 11/13/2009

AI-18469 **6.E.**

C-3081-09-B; Francisco Madrigal v. Sheriff Lupe Trevino & County of Hidalgo CC REGULAR

Date:	11/17/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Closed Session

Information

CAPTION

C-3081-09-B; Francisco Madrigal v. Sheriff Lupe Trevino & County of Hidalgo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/09/2009 02:20 PM	APRV
2	Auditor's Office	Linda Fong	11/13/2009 01:51 PM	APRV
3	Purchasing Department	Marty Salazar	11/13/2009 02:05 PM	APRV
Form Started By: Monica Badillo			Started On: 11/09/2009 12:59 PM	
Final Approval Date: 11/13/2009				

AI-18555 **6.F.**

C-3176-09-E; Rodolfo Martinez and Nancy Martinez vs. Lupe Trevino, et al
CC REGULAR

Date:	11/17/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Closed Session

Information

CAPTION

C-3176-09-E; Rodolfo Martinez and Nancy Martinez vs. Lupe Trevino, et al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/13/2009 11:44 AM	APRV
2	Auditor's Office	Linda Fong	11/13/2009 01:57 PM	APRV
3	Purchasing Department	Marty Salazar	11/13/2009 02:05 PM	APRV
Form Started By: Monica Badillo			Started On: 11/13/2009 11:42 AM	
Final Approval Date: 11/13/2009				

AI-18484 **7.D.**

Claim of Lupe Pequeno

CC REGULAR

Date:	11/17/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of Lupe Pequeno

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/10/2009 10:11 AM	APRV
2	Auditor's Office	Linda Fong	11/13/2009 01:51 PM	APRV
3	Purchasing Department	Marty Salazar	11/13/2009 02:05 PM	APRV

Form Started By: Aida Alvarez — Started On: 11/10/2009 08:21 AM

Final Approval Date: 11/13/2009

AI-18470 **7.E.**

C-3081-09-B; Francisco Madrigal v. Sheriff Lupe Trevino & County of Hidalgo
CC REGULAR

Date:	11/17/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Open Session

Information

CAPTION

C-3081-09-B; Francisco Madrigal v. Sheriff Lupe Trevino & County of Hidalgo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/09/2009 02:21 PM	APRV
2	Auditor's Office	Linda Fong	11/13/2009 01:52 PM	APRV
3	Purchasing Department	Marty Salazar	11/13/2009 02:05 PM	APRV

Form Started By: Monica Badillo — Started On: 11/09/2009 01:00 PM

Final Approval Date: 11/13/2009

AI-18556 **7.F.**

C-3176-09-E;Rodolfo Martinez and Nancy Martinez vs. Lupe Trevino, et al
CC REGULAR

Date:	11/17/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Open Session

Information

CAPTION

C-3176-09-E; Rodolfo Martinez and Nancy Martinez vs. Lupe Trevino, et al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/13/2009 11:44 AM	APRV
2	Auditor's Office	Linda Fong	11/13/2009 01:58 PM	APRV
3	Purchasing Department	Marty Salazar	11/13/2009 02:06 PM	APRV
Form Started By: Monica Badillo			Started On: 11/13/2009 11:43 AM	
Final Approval Date: 11/13/2009				

AI-18546 **10.B.**

City of Edinburg monument sign proposal

CC REGULAR

Date:	11/17/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Submitted For:	Damaris Aguirre, Urban Planner I
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Presentation and approval of Leadership Edinburg Class XXI proposal regarding the replacement of the existing sign (located on the corner of Closner & McIntyre) with a monument sign project

BACKGROUND

The Kiwanis who own the sign have approved proposed project

Fiscal Impact

Attachments

Link: proposal

Link: drawing

Link: letter

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/13/2009 08:22 AM	APRV
2	Auditor's Office	Linda Fong	11/13/2009 02:21 PM	APRV
3	Purchasing Department		11/13/2009 05:15 PM	NEW

Form Started By: Monica Badillo — Started On: 11/12/2009 04:21 PM

Final Approval Date: 11/13/2009

Monica Badillo

From: Daniel Flores [daniel.flores@co.hidalgo.tx.us]
Sent: Monday, November 09, 2009 2:12 PM
To: 'Monica Badillo'
Subject: FW: Proposed Monument Sign for the Corner of McIntyre and Closner
Importance: High
Attachments: Welcome to the City of Edinburg Monument Sign Proposal.doc; PROPOSED SIGN.pdf

This is the request from the Edinburg Leadership Class XXI, and the City of Edinburg.

From: Damaris Aguirre [mailto:daguirre@ci.edinburg.tx.us]
Sent: Monday, November 02, 2009 12:04 PM
To: daniel.flores@co.hidalgo.tx.us
Cc: Emilio Santos; Lisa Chavez; City Secretary
Subject: Proposed Monument Sign for the Corner of McIntyre and Closner
Importance: High

Mr. Flores,

As per our conversation this morning, I have attached our Leadership Edinburg Class XXI proposal of the replacement of the existing sign with a monument sign project.

The Kiwanis who own the sign have approved our proposed project; however, we hope to receive the County's approval as well.

Please forward this information to the interested parties. For further information, you may contact me at 388-1820. Hope to hear from you soon.

See attachments.

<<Welcome to the City of Edinburg Monument Sign Proposal.doc>> <<PROPOSED SIGN.pdf>>

Damaris (Maris) Aguirre

Urban Planner I

City of Edinburg

956-388-8202

Nov. 17th

11/9/2009

"Welcome to the City of Edinburg, County of Hidalgo"
Monument Sign Proposal

Twenty years ago a group of Edinburg residents involved with the Edinburg Chamber of Commerce decided the city's vision and future goals may be better attained if potential and emerging leaders had an opportunity to come together as a whole to interact and discuss issues facing our local community. From this vision, Leadership Edinburg was formed and has grown to the invaluable program it is today.

We are Leadership Edinburg Class XXI and have committed ourselves to learning and growing through this program to become improved leaders that will better serve the citizens of our community.

Part of this great journey requires the class to create a project that will allow us to give back to our community. Through our efforts in beautifying the downtown area of this great city and extending a warm invitation to any of our visitors, the Leadership Edinburg Class XXI has chosen to create a "Welcome to the City of Edinburg" monument on the corner of U.S. 281 (Closner) and McIntyre.

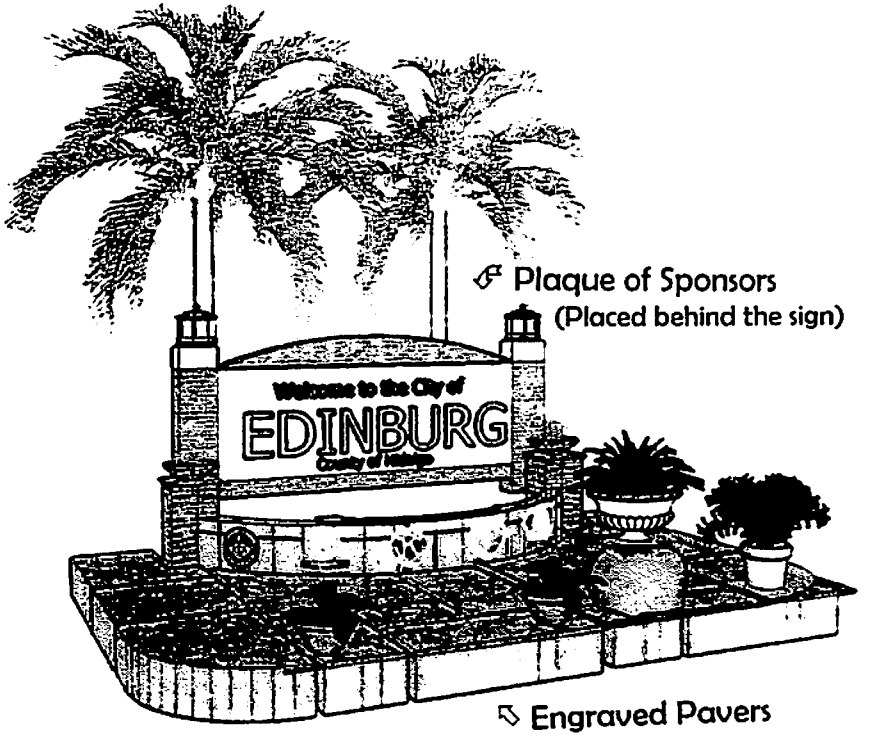
We are working diligently and are currently in the process of making this project come to fruition, but we need your help. We, Leadership Edinburg Class XXI, invite you to join us in becoming a part of our journey, and are asking for your support to assist us by making this happen. See attached proposed sign rendering.

Sincerely,

Leadership Edinburg Class XXI



EXISTING SIGN
CORNER OF
BUS. US 281 (CLOSNER)
& McINTYRE



PROPOSED SIGN
CORNER OF
BUS. US 281 (CLOSNER)
& McINTYRE

Revised Drawing

Rcvd 11/13/09



Kiwanis Club of Edinburg

To whom it may concern:

The Kiwanis Club of Edinburg gives their approval and consent for the proposed new "Welcome to the City of Edinburg Monument Sign" on the corner of McIntyre and Closner. As proposed by the Edinburg Leadership Class XXI and the City of Edinburg. If you have any questions or concerns don't hesitate to call me at (956) 357-3106. Thank you.

Regards,

Victor J. Lopez

Victor J. Lopez
Kiwanis Club President 2009-2010

P.O. Box1862 • Edinburg, TX 78540

AI-18559 **10.C.**

Approval of Deed from Dickerson, closing documents & authorization for Judge to sign

CC REGULAR

Date:	11/17/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Submitted For:	Steve Crain
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Approval of Deed and closing documents for purchase of 112.29 acres from Barry & Linda Dickerson with authorization for Judge to sign documents

BACKGROUND

2nd tract of land - Pct. #4 Pond 9-1204-431-00-124-048-0-719 PCT4 DICKERSON POND-LAND $1,400,000.00

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 9-1204-431-00-124-048-0-719

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

BUDGETARY IMPACT:

Available balance is $1,400,000.00 as of 11/13/09. No documents attached at this time. Steve Crain (Legal Counsel) will provide documents to CC as per Monica B.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/13/2009 03:08 PM	APRV
2	Dale Kennan	Dale Kennan	11/13/2009 03:46 PM	APRV
3	Auditor's Office		11/13/2009 05:15 PM	NEW

Form Started By: Monica Badillo — Started On: 11/13/2009 01:50 PM

Final Approval Date: 11/13/2009

AI-18562 **10.D.**

457 plan hardship wd

CC REGULAR

Date:	11/17/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Approval of 457 Plan Hardship withdrawal request for employee #103845

BACKGROUND

Fiscal Impact

Attachments

Link: form

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/13/2009 04:01 PM	APRV
2	Auditor's Office		11/13/2009 05:15 PM	NEW

Form Started By: Monica Badillo — Started On: 11/13/2009 03:57 PM

Final Approval Date: 11/13/2009

SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

Please print or type.
Plan Name 457 Deferrement Plan

Participant Name [redacted]

Address 622 [redacted] nbury Tx [redacted]

Social Security No [redacted] ytime Phone No. [redacted]

SECTION I – Hard

I understand that this [redacted] to financial hardship only [redacted] avy financial need. I represent that I have obtained all the withdrawal is nec[redacted] distributions, other tha[redacted] ip, and all other non-taxable loans currently available to me under the Plan, a[redacted] 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.

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

Hardship Requested $ ~~2392~~ 100% Year-to-date deferrals ~~1000~~

Total amount deferred since you initially joined the plan $ ~~10000~~

Have you ever taken a hardship before? NO If so what was the amount taken $ ~~1000~~

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 [signature] Date 11-13-2009

SECTION II – Authorized Plan Representative

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

AUTHORIZED PLAN REPRESENTATIVE X _____ Date _____

SECTION III – Distribution Procedure

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

Fax request to:
Simpkins & Associates
(972) 960-7133

AI-18545 **12.A.**

Proclamation-GIS Day

CC REGULAR

Date:	11/17/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Submitted For:	Mariano Manzano
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	IT Department

Information

CAPTION

Approval of Proclamation designating November 20, 2009 as "Geographic Information Systems" Day in Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

Link: texas proc

Link: County Proclamation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/12/2009 04:25 PM	APRV
2	Auditor's Office	Linda Fong	11/13/2009 01:59 PM	APRV
3	Purchasing Department	Marty Salazar	11/13/2009 02:05 PM	APRV

Form Started By: Monica Badillo — Started On: 11/12/2009 04:10 PM

Final Approval Date: 11/13/2009

STATE OF TEXAS
OFFICE OF THE GOVERNOR

Our ability to map our world has progressed through the ages through technological advances which have helped cartographers create, analyze and store highly detailed maps. These maps are used for a variety of purposes, ranging from everyday uses to more technical applications.

One of these advances are the use of geographic information systems (GIS), with which we are able to integrate data to make the best decisions possible. Using a variety of hardware and software, these systems are programmed to map numbers and words from traditional databases. Whether it is mapping a residential area to determine day care and school availability for children or charting geologic formations for exploration of natural resources, this sophisticated technology offers great potential.

GIS offers a more comprehensive basis of analysis by assembling and manipulating collected data. Assessing and interpreting the accurate GIS data improves efficiency and effectiveness, helping us to better understand the complexities of the world.

A day in the month of November is designated to promote awareness of the importance of GIS.

At this time, I encourage all Texans to recognize the many contributions of GIS offers today and its continuing promise for the future. Texans must make an effort to maximize the potential and opportunities geographic information systems offer.

Therefore, I, Rick Perry, Governor of Texas, do hereby proclaim November 18, 2009,

Geographic Information Systems Day

in Texas, and urge the appropriate recognition whereof.

In official recognition whereof,
I hereby affix my signature this the
17th day of September, 2009.

Rick Perry
Governor of Texas

PROCLAMATION

WHEREAS, our ability to map our world has progressed through the ages through technological advances which have helped cartographers and other industry's such as Civil Engineers and Appraisers, create, analyze and store highly detailed maps ; and

WHEREAS, these maps are used for a variety of purposes, ranging from everyday uses to more technical applications; and

WHEREAS, one of these advances are the use of geographic information systems (GIS), with which we are able to integrate data to make the best decisions possible; and

WHEREAS, whether it is mapping a residential area to determine day care and school availability for children or charting geologic formations for exploration of natural resources, this sophisticated technology offers great potential; and

WHEREAS, using a variety of hardware and software, these systems are programmed to map numbers and words from traditional databases; and

WHEREAS, GIS offers a more comprehensive basis of analysis by assembling and manipulating collected data; and

WHEREAS, assessing and interpreting the accurate GIS data improves efficiency and effectiveness, helping us to better understand the complexities of the world; and

WHEREAS, the Rio Grande Valley Arc Users Group (RGVAUG) will be celebrating GIS Day 2009 at the Mcallen Convention Center from 8:00 am to 4:00 pm on November 20th to inform students, citizens, and decision-makers of the great benefit of a GIS.

NOW, THEREFORE, THE COUNTY COMMISSIONERS OF HIDALGO COUNTY do hereby proclaim November 20, 2009 as Geographic Information Systems Day in Hidalgo County.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the seal of the County of Hidalgo, on this the _____ day of November 17, 2009.

_____
Rene Ramirez
County Judge

_____
SYLVIA S. HANDY
County Commissioner, Pct. 1

_____
HECTOR "TITO" PALACIOS
County Commissioner, Pct. 2

_____
JOE M. FLORES
County Commissioner, Pct. 3

_____
OSCAR L. GARZA, JR.
County Commissioner, Pct. 4

Attest:

_____

ARTURO GUAJARDO, JR.
County Clerk

AI-18462 **13.A.**

Equitable Sharing Agreement and Certification

CC REGULAR

Date:	11/17/2009
Submitted By:	Nelda Olivarez, HIDTA
Submitted For:	Rene Guerra, District Criminal Attorney
Department:	HIDTA
Agenda Category:	HIDTA - Task Force

Information

CAPTION

Requesting authorization for the Interim County Judge to execute the following:
1. FY 2008 Equitable Sharing Agreement and Certification Report - Hidalgo County HIDTA Task Force
2. FY 2008 Equitable Sharing Agreement and Certification Report - Hidalgo County District Attorney's Office

BACKGROUND

.. With the recent change in county judge, the 2008 Equitable Sharing Agreement and Certification must be resubmitted. As stated under the "Guide to Equitable Sharing for State and Local Law Enforcement Agencies"; Chapter X. What Are the Reporting and Audit Requirement?; section A. Federal Equitable Sharing Agreement and Certification Form: "Participating agencies must notify AFMLS of any change in administration at the law enforcement agency and/or its governing body by checking the "Change in Administration" button and resubmitting the Agreement and Certification form electronically.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary Impact. The change to the Equitable Sharing Agreement and Certification form only includes the change in Administration for both HIDTA Task Force and the District Attorney's Office, no required funding is necessary.

Attachments

Link: Change of Admin-HIDTA

Link: Change of Admin-DA

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/09/2009 02:19 PM	APRV
2	Sylvia Solis	Sylvia Solis	11/13/2009 01:18 PM	APRV

3	Auditor's Office	Linda Fong	11/13/2009 02:36 PM	APRV
4	Purchasing Department	Angela Garcia	11/13/2009 05:15 PM	APRV

Form Started By: Nelda Olivarez Started On: 11/09/2009 09:46 AM

Final Approval Date: 11/13/2009

AI-18530 **13.B.**

HIDTA Chapter 59 and Task Force - Deletion of Legal Assistant and Administrative Assistant positions and creation of Clerk position

CC REGULAR

Date:	11/17/2009
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	Nelda Olivarez
Department:	BUDGET & MANAGEMENT
Agenda Category:	HIDTA - Task Force

Information

CAPTION

1. HIDTA Chapter 59 (1251) (REF AI#18531):
a. Approval to delete one (1) vacant regular full-time Legal Assistant position, slot no. G019, budgeted salary $20,000.00 per year.
b. Approval to create one (1) regular full-time Clerk position, slot no G021, budgeted salary $20,000.00 per year.

2. HIDTA Task Force (1291) (REF AI#18531):
a. Approval to delete one (1) vacant regular full-time Administrative Assistant position, slot no. G001, budgeted salary $38,053.00 per year.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1251-412-00-270-011-0-XXX

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

BUDGETARY IMPACT:

Funds available from deleted position. REF AI-18531

FISCAL YEAR: 2009 **ACCT. #:** 9-1291-412-00-270-016-9-113

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

BUDGETARY IMPACT:

Funds available from deleted Administrative Assistant position. Funds to be transferred out to Accounting Services (AI-18543). REF AI-18531

Attachments

Link: Job Descriptions

Link: PAR's

Link: Fiscal Note- Chapter 59

Link: Fiscal Note- Task Force

Link: Memos

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	11/12/2009 03:41 PM	APRV
2	Budget & Management	Erika Zamora	11/12/2009 03:46 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	11/13/2009 03:12 PM	APRV
4	Auditor's Office		11/13/2009 05:15 PM	NEW

Form Started By: Sylvia Solis Started On: 11/12/2009 11:27 AM

Final Approval Date: 11/13/2009

Deleted

Job Description

Job Title: **Legal Assistant**

Civil Service: Exempt
FSLA: Non-Exempt
Salary Level: $20,000.00
Job Category: **Support Staff**

Summary: Prepare all necessary paperwork on criminal and civil files. Keep track of dockets, input information into computer, answer phones, and talk to victims and witnesses.

Essential Duties and Responsibilities:
Other duties may be assigned.

Merge and edit legal documents in the computer.

Maintain a schedule of the case setting.

Contacts law enforcement agencies, victims and witnesses.

Input information on cases into computer databases.

Check for prior criminal records on defendants.

Files forms in files.

Input information relating to the criminal/civil files into the computer system.

Answer inquires on cases.

File files in numerical or alphabetical order.

Pull court dockets on daily bases

Run copy of documents as needed.

Fax documents as needed.

Drafts complex legal documents e.g., memoranda, pleadings, briefs, questionnaires, checklists, etc.

Assists in performing librarian functions (index documents and prepare digests, etc.).

Performs complex legal research and writing duties.

Perform investigative functions, such as verifying facts, uncovering facts, searching and checking public records, contacting victims for information and notifying victims or law enforcement agencies of approaching deadlines.

Acts as interpreter of language and of community lifestyle.

Reviews case files to determine necessary actions and prepares required notices.

Answer inquiries relating to criminal files.

Perform tasks as assigned by the Supervisor Assistant District Attorney.

Qualification Requirements: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Computer knowledge:

- Must have some personal computer knowledge
- Ability to learn new computer software
- Must be familiar with MS Windows products
- Ability to type 35 - 45 words per minute

Education and/or Experience:

- High school diploma or general education degree (GED)
- Six years of progressively responsible Legal Secretary Experience or equivalent combination of education and experience, which provides the required knowledge, skills and abilities.
- Prior working experience in the client community or in other Legal service programs.

Language Skills:

- Ability to read, analyze and interpret legal documents
- Ability to respond to common inquiries or complaints from victims, law enforcement agencies or members of the community
- The ability to effectively present information to victims of the crimes

Mathematical Skills:

- Ability to work with mathematical concepts such as probability and statistical inference
- Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

Reasoning Ability:

- Ability to define problem(s)
- Collect data
- Establish facts
- Draw valid conclusions
- Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.

Other Skills and Abilities:

- Possess thorough knowledge of all major substantive law areas affecting program clients
- Possess thorough knowledge and understanding of legal terminology and procedures required by assigned duties
- Ability to get along well with people, assume responsibility and follow orders
- Ability to function at a high level under stressful conditions
- Ability to maintain confidentiality. Through knowledge of the "unauthorized practice of law"
- Ability to perform high level analysis of cases and relevant legal materials
- Ability to communicate with persons in the client community. Bilingual ability is highly desirable
- Knowledge and understanding of the legal problems and needs of the poor

Physical Demands: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- While performing the duties of this job, the employee is regularly required to sit
- Use hands and finger
- Handle or feel objects, tools or controls
- Reach with hands and arms
- Talk or hear
- Stand and walk.
- Occasionally lift and/or move up to 10 lbs.
- Specific vision abilities required by this job include close vision and the ability to adjust focus.

New

Job Description

Job Title: **Clerk**

FISA : NON-EXEMPT
CivilService: EXEMPT
Salary Level: $20,000.00
Job Category: Secretarial

Summary: Clerical (i.e. Responsible for telephone switchboard-answer, screen and forward calls, providing information, taking messages, Data Entry, travel arrangements for office staff, filing, etc)

Must comply with the following in order to qualify for position:

- Must have a clear criminal record
- Must submit to a drug test
- Must agree to a credit check
- Must be able to assume responsibility and maintain high level of confidentiality
- Must be able to work in a law enforcement environment

Essential Duties and Responsibilities:
Other duties may be assigned.

Filing

Data Entry

Performs administrative support tasks such as compile, and maintain basic file system.

Distributes within office and prepares outgoing mail.

Maintians supply and material inventory of assigned area as required; orders, receives and distributes materials, equipment, and supplies as directed.

Operates a vareity of office equipment such as typewriter, calculator, copy/facsimile machine and computer terminal, etc. as required.

Qualification Requirements: To perform this job successfully, and individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of knowledge, skill, and/or ability required. Reasonable accomodations may be made to enable individuals with disabilities to perform the essential functions.

Computer knowledge:
Basic computer knowledge, ability to learn new computer software and must be familiar with MS Windows products

Education and/or Experience:
High school diploma or general education degree (GED)

Language Skills:
Ability to read, analyze and interpret legal documents. Ability to respond effectively to the most sensitive inquires or complaints.

Mathematical Skills:
Ability to work with basic mathematical concepts such as statistical conclusion, abillity to apply concepts such as fractions, percentages to practical situations.

Reasoning Ability:
Ability to define any problem(s), collect data, establish facts, and draw valid conclusions, ability to interpret a variety of technical instructions in mathematical and diagram form and deal with several abstract and concrete variables.

Other skills and abilities:
Ability to establish and maintain effective working relationships with other county employees, officials and the general public.

Ability to assume responsibility and maintain high level of confidentiality.

Ability to get along well with people and follow orders.

Valid Texas driver's license

Work Environment: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential

Law enforcement environment

The noise level in the work environment is usually moderate.

FISA: NON-EXEMPT
Civil Service: NON-EXEMPT

Job Title: **South Texas Region H.I.D.T.A. Administrative Assistant**

Summary of Duties: The South Texas HIDTA administrative assistant is under the direct supervision of the South Texas HIDTA financial manger. The administrative assistant is primarily responsible for the day-to-day operation of the South Texas HIDTA Regional Office. Such daily duties generally include but are not limited to receiving official visitors; answering and monitoring all incoming calls; scheduling appointments; maintain and order office supplies; preparing all travel arrangements; responsible for receiving and distributing all correspondence; processing all account payables for review by financial manger. Duties also require supporting the financial manger and the administrative needs for other office personnel as required.

Duties: Perform duties as directed by the Financial Manger, STR HIDTA, which, at a minimum, include:

- Operating on a daily basis Microsoft Office Professional Suite programs, multi-line telephones, facsimile, recording and copier devices.
- Recording and drafting minutes of quarterly Executive business meetings.
- Arranging and coordinating business trips, many nationwide.
- Preparing the documentation need for travel and submitting for reimbursement.
- Establishing and maintaining official business directories and filing system.
- Coordinating semi-annual LEA business conferences.
- Receiving visitors, dignitaries, and other persons daily for the STR HIDTA.
- Drafting and/or preparing business correspondence daily
- Receiving, answering, screening, directing, and making official telephone calls.
- Scheduling and maintaining weekly, monthly, and annual business calendars.
- Receiving, reviewing, mailing, and maintaining official correspondence.
- Order and maintain supplies for daily office administration.
- Assist the Financial Manger

Other Duties and Responsibilities, but not limited to:

- Through knowledge of ONDCP/HIDTA grant rules and regulations.
- Develop and maintain a productive working relationship with Local, State, and Federal Law Enforcement Agencies to include all STX HIDTA Initiative.
- Maintain spreadsheets on office accounts.
- Coordinate and announce training to Local, State, and Federal Law Enforcement Agencies to include all STX HIDTA Initiative.

Qualifications Requirements: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Computer Knowledge:
Must have some personal computer knowledge. Ability to learn new computer software. Must be familiar with MS Windows products. Ability to type 35-45 words per minute.

Education and/or Experience:
High school diploma or equivalent

Language Skills:
Ability to read, analyze and interpret legal documents. Ability to respond to common inquiries or complaints

Effective starting date as

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: HIDTA CHAPTER 59 (270-011) DATE: November 10, 2009

CURRENT POSITION TITLE: N/A CURRENT SLOT. #: G021

REQUESTED POSITION TITLE: CLERK

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 20,000.00 (Proposed Budgeted Salary) $ 20,000.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other FUNDS AVAILABLE FROM DELETION OF POSITION

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ]

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ]

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	X	Exempt	
Non-Exempt		Non-Exempt	X
N/A			

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

After reviewing the essential duties and responsibilities of the Administrative Assistant, which includes preparing all necessary paperwork on criminal Files, keeping track of dockets, organize case file for presentation to District Attorney office, etc., the department has a need for a Clerical Position, which is responsible for answering the telephone, screening and forwarding calls, providing information, data entry.

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

Answer, screen and forward calls, provide information, taking messages, data entry,

Travel arrangements for office staff, maintain basic file system, and maintains

supplies

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	11/10/09 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	11/12/09 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: HIDTA CHAPTER 59 (270-011) DATE: November 10, 2009

CURRENT POSITION TITLE: Legal Assistant CURRENT SLOT. #: G019

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other DELETION OF POSITION

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

POSITION SALARY REQUEST:

Salary Amount: $ 20,000.00 (Current Budgeted Salary) $ 0.00 (Proposed Budgeted Salary) $ (20,000.00) (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	X	Exempt	
Non-Exempt		Non-Exempt	X
N/A			

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

After reviewing the needs of the department, we have determined that a clerk position is needed to assist in answering the telephone, screening and forwarding calls, providing information, data entry.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	11/10/09 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	11/12/09 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: HIDTA TASK FORCE (270-016) DATE: November 10, 2009

CURRENT POSITION TITLE: Administrative Assistant CURRENT SLOT. #: G001

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other DELETION OF POSITION

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

POSITION SALARY REQUEST:

Salary Amount: $ 38,053.00 (Current Budgeted Salary) $ 0.00 (Proposed Budgeted Salary) $ (38,053.00) (Net Change)

Position to be funded from one of the following:

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

☑ Other Funds made available from deletion of this position. RC

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ]

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ]

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	[ ]	Exempt	[ ]
Non-Exempt	[X]	Non-Exempt	[X]
N/A	[ ]		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)
After reconsidering this position, the department found that this position is no longer required and has greater need of accounting, auditing, and financial services rendered by a CPA, CPA firm, financial consultants, or other individuals or organizations qualified to perform such service. These service will be contractual and be supervised by the South Texas HIDTA Director's Office.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	11/12/09 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	11/20/09 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

Agenda Item: 18530
Re -Agenda Item: 18531

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, November 17, 2009

Summary of request/proposal:
The HIDTA department (Chapter 59 program fund 1251) is requesting approval to delete one (1) vacant regular full-time Legal Assistant position, slot no G019, budgeted salary $20,000.00 per year, and create one (1) regular full-time Clerk position, slot no G021, budgeted salary $20,000.00 per year.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1251	Legal Assistant	G019	113	20,000.00	0.00	(20,000.00)
1251	Clerk	G021	113	0.00	20,000.00	20,000.00
				20,000.00	20,000.00	0.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
9-1251-412-00-270-011-0- 113	HIDTA CH59 -	REG F/T EMPLOYEES	$0.00
9-1251-412-00-270-011-0- 211	HIDTA CH59 -	HEALTH INSURANCE	$0.00
9-1251-412-00-270-011-0- 212	HIDTA CH59 -	LIFE INSURANCE	$0.00
9-1251-412-00-270-011-0- 220	HIDTA CH59 -	FICA	$0.00
9-1251-412-00-270-011-0- 230	HIDTA CH59 -	RETIREMENT	$0.00
9-1251-412-00-270-011-0- 250	HIDTA CH59 -	UNEMPLOYMENT COMP	$0.00
9-1251-412-00-270-011-0- 260	HIDTA CH59 -	WORKER'S COMP	$0.00
		2009 Budgetary Impact	$0.00

2010 Budgetary Impact: **$0.00**

Possible Funding Sources: HIDTA CH59 funds (Funds from deleted position).

Budget Office Recommendation:

Hidalgo Co. Budget Office
2/3/2005

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

Agenda Item: 18530
Re -Agenda Item: 18531

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, November 17, 2009

Summary of request/proposal:
The HIDTA department (Task Force program fund 1291) is requesting approval to delete one (1) vacant regular full-time Administrative Assistant position, slot no. G001, budgeted salary $38,053.00 per year.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1291	Administrative Assistant	G001	113	38,053.00	0.00	(38,053.00)
				38,053.00	0.00	(38,053.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
9-1291-412-00-270-016-9- 113	HIDTA TASK FORCE -	REG F/T EMPLOYEES	($38,053.00)
9-1291-412-00-270-016-9- 211	HIDTA TASK FORCE -	HEALTH INSURANCE	($4,164.00)
9-1291-412-00-270-016-9- 212	HIDTA TASK FORCE -	LIFE INSURANCE	($27.00)
9-1291-412-00-270-016-9- 220	HIDTA TASK FORCE -	FICA	($2,911.05)
9-1291-412-00-270-016-9- 230	HIDTA TASK FORCE -	RETIREMENT	($3,432.38)
9-1291-412-00-270-016-9- 250	HIDTA TASK FORCE -	UNEMPLOYMENT COMP	($190.27)
9-1291-412-00-270-016-9- 260	HIDTA TASK FORCE -	WORKER'S COMP	$0.00
		2009 Budgetary Impact	($48,777.70)

2010 Budgetary Impact: **($48,777.70)**

Possible Funding Sources:
Position to be deleted-Funds to be transferred to accounting services (ref: AI 18543)

Budget Office Recommendation/ Comments: **Position created on 02/17/09 and has not been filled as of 11/13/09.**

Hidalgo County H.I.D.T.A. Task Force

Memorandum

To: Valde Guerra, Hidalgo County Commissioners' Court
Executive Officer

From: Dora L. Munoz, Hidalgo County H.I.D.T.A. Task Force Commander

Date: November 12, 2009

Re: Deletion of Positions

Currently, the HIDTA Task Force has a vacant position for a Administrative Assistant (slot# G001), account number 1291-412-00-270-016-9, after reconsidering this position the department found that is position is no longer required and has greater need of accounting, auditing, and financial services rendered by a CPA, CPA firm, financial consultants, or other individuals or organizations qualified to perform such services. These services will be contractual and be supervised by the South Texas HIDTA Director's Office.

Thank you.

High Intesity Drug Trafficking Area
P.O. Box 5719 • McAllen, TX 78502-5719 • (956) 381-0444 • Fax (956) 381-8722

Hidalgo County H.I.D.T.A. Task Force

Memorandum

To: Valde Guerra, Hidalgo County Commissioners' Court
Executive Officer

From: Dora L. Munoz, Hidalgo County H.I.D.T.A. Task Force Commander

Date: November 10, 2009

Re: Deletion and Creation of Positions

Currently, the HIDTA Task Force has a vacant position for a Legal Secretary (slot# G019), after reconsidering this position we find that this position is no longer needed, and a Clerk position needs to be created.

Thank you.

High Intesity Drug Trafficking Area
P.O. Box 5719 • McAllen, TX 78502-5719 • (956) 381-0444 • Fax (956) 381-8722

AI-18485 **14.A.**

HPRP Agency Partner Agreement

CC REGULAR

Date:	11/17/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Requesting approval to authorize Urban County Director to sign the Texas Balance of State Continuum of Care (COC) Agency Partner Agreement with the Homeless Prevention & Rapid Re-Housing Program Grant Funds (HPRP) under the Department of Housing & Urban Development (HUD).

BACKGROUND

The Hidalgo County Urban County Program HUD HPRP Contract # S-09UY480501 requires the use of the Homeless Management Information System (HMIS). The Recovery Act requires use of HMIS. HMIS is an electronic data collections system that stores person-level information about clients who access the homeless service system. Therefore, we are requesting authorization to enter into a Partnership Agreement with HMIS under the Texas Homeless Network. No fees will be charged to Hidalgo County. Agency Partner Agreement is attached.

Fiscal Impact

Attachments

Link: partner agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/10/2009 10:12 AM	APRV
2	Perla Lopez	Perla Lopez	11/12/2009 08:39 AM	APRV
3	Auditor's Office	Linda Fong	11/13/2009 02:32 PM	APRV
4	Purchasing Department		11/13/2009 05:15 PM	NEW

Form Started By: Estella Webber — Started On: 11/10/2009 09:25 AM

Final Approval Date: 11/13/2009

TEXAS BALANCE OF STATE CONTINUUM OF CARE
AGENCY PARTNER AGREEMENT
FOR THE TEXAS BALANCE OF STATE HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS)

AGENCY NAME Hidalgo County Urban County Program

Texas Balance of State HMIS ClientTrack (TXB ClientTrack) is a client information system that provides a standardized assessment of consumer needs, creates individualized service plans and records the use of housing and services which communities can use to determine the utilization of services of participating Provider Agencies, identify gaps in the local service continuum and develop outcome measurements.

The signature of the Executive Director of the Partner Agency indicates agreement with the terms set forth before a Texas Balance of State HMIS ClientTrack (TXB ClientTrack) account can be established for the Agency.

Texas Balance of State Continuum of Care (TX BoS COC) is the primary coordinator and Texas Homeless Network ("THN") shall be the system administrator. In this Agreement, "Partner Agency" is an Agency participating in TXB ClientTrack, "Client" is a consumer of services, and "Agency" is the Agency named in this agreement.

I. Confidentiality

A. The Agency shall uphold relevant federal and state confidentiality regulations and laws that protect Client records and the Agency shall only release client records with written consent by the client, unless otherwise provided for in the regulations.

1. The Agency shall abide specifically by federal confidentiality regulations as contained in the Code of Federal Regulations, 42 CFR Part 2 regarding disclosure of alcohol and/or drug abuse records. In general terms, the federal rules prohibit the disclosure of alcohol and/or drug abuse records unless disclosure is expressly permitted by written consent of the person to whom it pertains or as otherwise permitted by 42 CFR Part 2. A general authorization for the release of medical or other information is not sufficient for this purpose. The Agency understands the federal rules restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse patients.

2. The Agency shall provide a verbal explanation of the Texas Balance of State HMIS ClientTrack (TXB ClientTrack) database and the terms of consent and shall arrange for a qualified interpreter or translator in the event that an individual is not literate in English or has difficulty understanding the consent form.

3. The Agency shall not solicit or input information from Clients into the Texas Balance of State TXB ClientTrack database unless it is essential to provide services, or to conduct evaluation or research.

4. The Agency agrees not to release any confidential information received from the Texas Balance of State HMIS ClientTrack (TXB ClientTrack) database to any organization or individual without proper Client consent.

5. The Agency shall ensure that all staff, volunteers and other persons issued a User ID and password for Texas Balance of State HMIS ClientTrack (TXB ClientTrack) receives basic confidentiality training.

6. The Agency understands the file server, which will contain all Client information, including encrypted identifying Client information, will be located off-site.

7. The Agency shall maintain appropriate documentation of Client consent to participate in the Texas Balance of State HMIS ClientTrack (TXB ClientTrack) database.

AGENCY NAME Hidalgo County Urban County Program

8. The Agency shall not be denied access to Client data entered by the Agency. Partner Agencies are bound by all restrictions placed upon the data by the client of any Partner Agency. The Agency shall diligently record in the Texas Balance of State HMIS ClientTrack (TXB ClientTrack) system all restrictions requested. The Agency shall not knowingly enter false or misleading data under any circumstances.

9. If this Agreement is terminated the Balance of State Continuum, THN, and remaining Partner Agencies shall maintain their right to the use of all Client data previously entered by the terminating Partner Agency; this use is subject to any restrictions requested by the Client.

10. The Agency will utilize the Texas Balance of State HMIS ClientTrack (TXB ClientTrack) Standardized Client Consent/Information Release form, as developed by the HMIS Staff , for all clients providing information for the TXB ClientTrack database. The Client Consent/Information Release form, once signed by the Client, authorizes Client data to be entered into the TXB ClientTrack database and authorizes information sharing with Texas Balance of State HMIS ClientTrack (TXB ClientTrack) Partner Agencies.

11. If a Client withdraws consent for release of information, the Agency remains responsible to ensure that Client's information unavailable to all other Partner Agencies by being entered through the anonymous function.

12. The Agency shall keep signed copies of the Client Consent Form/Information Release forms for Texas Balance of State HMIS ClientTrack (TXB ClientTrack) for a period of three years.

13. The Texas Homeless Network does not require or imply that services must be contingent upon a Client's participation in the Texas Balance of State HMIS ClientTrack (TXB ClientTrack) database. Services should be provided to Clients regardless of TXB ClientTrack participation provided the Clients would otherwise be eligible for the services.

II. Texas Balance of State HMIS (TXB ClientTrack)Use and Data Entry

A. The Agency shall follow, comply with and enforce the User Policy, Responsibility Statement &Code of Ethics (Attachment A). Modifications to the User Policy, Responsibility Statement & Code of Ethics shall be established in consultation with Partner Agencies and may be modified as needed for the purpose of the smooth and efficient operation of the TXB ClientTrack system. The HMIS Staff will announce approved modifications in a timely manner via Global News in TXB ClientTrack.

1. The Agency shall only enter individuals in the Texas Balance of State HMIS ClientTrack (TXB ClientTrack) database that exist as Clients under the Agency's jurisdiction. The Agency shall not misrepresent its Client base in the Texas Balance of State HMIS ClientTrack (TXB ClientTrack)database by entering known, inaccurate information.
2. The Agency shall use Client information in the Texas Balance of State HMIS ClientTrack (TXB ClientTrack) database, as provided to the Agency or partner Agencies, to assist the Agency in providing adequate and appropriate services to the Client.

B. The Agency shall consistently enter information into the Texas Balance of State HMIS ClientTrack (TXB ClientTrack) database and will strive for real-time, or close to real-time[1] data entry.

[1] Real-time or close to real-time is defined by either immediate data entry upon seeing a Client, or data entry into the TXB ClientTrack database within seven business days.

AGENCY NAME Hidalgo County Urban County Program

C. The Agency will not alter information in the Texas Balance of State HMIS ClientTrack (TXB ClientTrack) database that is entered by another Agency with known, inaccurate information. (I.e. Agency will not purposefully enter inaccurate information to over-ride information entered by another Agency).

D. The Agency shall not include profanity or offensive language in the TXB ClientTrack database.

E. The Agency shall utilize the Texas Balance of State HMIS ClientTrack (TXB ClientTrack) database for business purposes only.

F. The TXB HMIS staff will provide initial training and periodic updates to that training to select Agency Staff on the use of the Texas Balance of State HMIS ClientTrack (TXB ClientTrack) software.

G. The TXB HMIS staff will be available for technical assistance within reason (i.e. troubleshooting and report generation).

H. The transmission of material in violation of any federal or state regulations is prohibited. This includes, but is not limited to, copyright material, material legally judged to be threatening or obscene, and material considered protected by trade secret.

I. The Agency shall not use the Texas Balance of State HMIS ClientTrack (TXB ClientTrack) database with intent to defraud federal, state or local governments, individuals or entities, or to conduct any illegal activity.

J. Based on the number of User Licenses, the Agency shall pay the scheduled participation fee and an annual scheduled support in each of the subsequent two years.

III. Reports

A. The Agency shall retain access to identifying and statistical data on the Clients it serves.

B. The Agency's access to data on Clients it does not serve shall be limited to non-identifying and statistical data.

C. The Agency may make aggregate data available to other entities for funding or planning purposes pertaining to providing services to homeless persons. However, such aggregate data shall not directly or indirectly identify individual Clients.

D. The Texas Balance of State Continuum of Care (TX BoS COC) & Texas Homeless Network will use only unidentified, aggregate Texas Balance of State HMIS ClientTrack (TXB ClientTrack) data for homeless policy and planning decisions, in preparing federal, state or local applications for homelessness funding, to demonstrate the need for and effectiveness of programs and to obtain a system-wide view of program utilization in the state.

IV. Proprietary Rights of Data Systems International

A. The Agency shall not give or share assigned passwords and access codes of the TXB ClientTrack database with any other Agency, business, or individual.

B. The Agency shall not cause in any manner, or way, corruption of the TXB ClientTrack database in any manner.

AGENCY NAME Hidalgo County Urban County Program

V. Terms and Conditions

A. Neither the Texas Balance of State Continuum of Care (TX BoS COC), THN, nor the Agency shall transfer or assign any rights or obligations without the written consent of the other party.

B. This Agreement shall be in-force until revoked in writing by either party provided funding is available.

C. This Agreement may be terminated with 30 days written notice.

VI. **Sharing Information**

Within the TXB ClientTrack system agencies have the capability to share information with other Partner Agencies. Please select from one of the following boxes:

☐ I represent a domestic violence agency therefore my clients are protected by the Violence Against Women Act (VAWA).

☐ I represent a HIV/AIDS Agency therefore my clients are protected by Health Insurance Portability and Accountability Act (HIPPA).

Signature of Executive Director **Date**

Hidalgo County Urban County Program
AGENCY

FEIN

1916 Tesoto Blvd.
STREET ADDRESS

Pharr, TX
CITY

78,577
ZIP CODE

MAILING ADDRESS -- **LEAVE BLANK IF SAME AS ABOVE**

CITY

ZIP CODE

AI-18491 **14.B.**

Status report - Dos Logistics (Pct. #1 project)

CC REGULAR

Date:	11/17/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Presentation of final status report by Dos Logistics, Inc. on the development of an Environmental Information Study, an Engineering Report and completed federal applications for funding in connection with Pct. #1 Water / Sewer Improvement and Planning Activity.

BACKGROUND

As required by contract for final payment.

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/10/2009 11:46 AM	APRV
2	Perla Lopez	Perla Lopez	11/13/2009 01:55 PM	APRV
3	Auditor's Office	Linda Fong	11/13/2009 02:33 PM	APRV
4	Purchasing Department		11/13/2009 05:15 PM	NEW

Form Started By: Estella Webber — Started On: 11/10/2009 10:58 AM

Final Approval Date: 11/13/2009

AI-18488 **14.C.**

Public Facility Improvements - City of Weslaco

CC REGULAR

Date:	11/17/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The Urban County Program is requesting approval and award of contract to G.A.S. Enterprises, Inc. in the amount of $89,598.00 for the Public Facility Improvement (Library) project in the City of Weslaco, utilizing Year 21 (2008) funds. The project consists of the rehabilitation of the old museum and convert it into a library computer commons area and expansion of the Weslaco Public Library.

BACKGROUND

The Urban County Program along with the City of Weslaco has requested bids; and the Hidalgo County Purchasing Department received bids for the Public Facility Improvement (Library) project. VA Architecture, is the project architect and recommends G.A.S. Enterprises, Inc., as the lowest qualified bidder. (See attached recommendation letter which includes bid tabulation from VA Architects.)

Contract Amount: $ 89,598.00
Funds Available: $123,031.65 2008 - Public Facility Improvements -City of Weslaco

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Urban County Funds

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

BUDGETARY IMPACT:

Urban County will utilize Year (21) 2008 Public Facility Improvements - City of Weslaco Funds for this project.

Contract Amount: $ 89,598.00
Funds Available: $123,031.65 (FY 21 - 2008)

Attachments

Link: Weslaco project

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/10/2009 10:52 AM	APRV

2	Perla Lopez	Perla Lopez	11/12/2009 08:58 AM	APRV
3	Auditor's Office	Linda Fong	11/13/2009 02:34 PM	APRV
4	Purchasing Department		11/13/2009 05:15 PM	NEW

Form Started By: Estella Webber

Started On: 11/10/2009 10:30 AM

Final Approval Date: 11/13/2009

V·A Architecture

October 23, 2009

Sylvia Martínez, Community Dev. Coordinator/Planning Tech
City of Weslaco
500 S. Kansas Ave.
Weslaco, Texas 78596

RE: Weslaco Public Library Facility Improvement Project
5008-80-0300-5000-8000-UCP-GVG

Ms. Martínez:

The bid submitted by Saldaña Construction on October 21, 2009 was incomplete, and is therefore non-responsive. Refer to the attached letter dated 10/23/09 to Saldaña Construction. Therefore, after reviewing all other bids submitted, we recommend that the project be awarded to G.A.S. Enterprises in the amount of $89,598.00.

We have discussed with G.A.S. their bid submitted, and Mr. René Salinas, assures us that their bid encompasses all aspects of the project, including the HVAC System Cleaning.

Contractor	Base Bid	A:Specifications	B:Bid Page	C:Insurance Requirements	Project Req. Acknowledgment	Bidder/Vendor Appl.	HUB Declaration	Form W-9	Non-Collusion Affidavit	ADDENDA #1 Acknowledgment	ADDENDA #1 Inclusion	ADDENDA #2 Acknowledgment	ADDENDA #2 Inclusion
G.A.S.Enterprises, Inc.	$89,598.00	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
R.L. Abatement	$101,414.00	Yes	Yes	Yes	Yes	No	No	No	Yes	Yes	Yes	Yes	Yes
Peacock General Contractors, Inc.	$105,000.00	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Rainbow General Construction, Inc.	$106,450.00	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
OG Construction Co., LLC	$119,814.00	Yes	Yes	Yes	Yes	No	No	No	No	Yes	No	Yes	No
Tri-gen Construction, L.L.C.	$122,733.31	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Grande Valley Builders	$168,000.00	No	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

Should you have any questions, please phone our office.

Sincerely,

Tomás René Canul, Project Manager

cc: Lupita V. García, UCP Coordinator
Martha L. Salazar, Hidalgo County Purchasing Agent

Vargas & Associates
2029 Industrial Drive
McAllen, Texas 78504
(956) 631-2242

City of Weslaco

"The City on the Grow"

Buddy de la Rosa, Mayor
John F. Cuellar, Mayor Pro-Tem, District 2
Soyla R. Gonzalez, Commissioner, District 1
Rene Rodriguez, Jr., Commissioner, District 3
Adrian Gonzalez, Commissioner, District 4
Lupe V. Rivera, Commissioner, District 5
Patrick B. Kennedy, Commissioner, District 6

Anthony Covacevich, City Manager

November 4, 2009

Ms. Diana R. Serna, Executive Director
County of Hidalgo
Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

Re: 2008 Construction Bids – Rehab of Old Weslaco Museum Building

Dear Ms. Serna,

The Weslaco City Commission received recommendation from V A Architecture to award the Construction Bid for the Rehab of Old Weslaco Museum to the lowest qualified bidder, G.A.S. Enterprises, Inc. in the amount of $89,598.00.

The Weslaco City Commission is now recommending for Hidalgo County Commissioners Court approval of the lowest qualified bidder.

The City of Weslaco is requesting this item be placed on the next Hidalgo County Commissioners Court.

If you have any question please do not hesitate to call Mrs. Martinez at 956-968-3181 ext 3043.

Sincerely,

Bernard Rodriguez
Director of Planning & Code Enforcement Dept.

BR:smm

CONSTRUCTION CONTRACT

This Agreement, entered into this 17TH day of November , 2009 by and between **HIDALGO COUNTY URBAN COUNTY PROGRAM,** joined by **CITY OF WESLACO** (hereinafter called the "OWNER", acting herein through its **COUNTY JUDGE**, and **G.A.S. ENTERPRISES, INC.**, a corporation) of **ELSA**, State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

PROJECT NAME: **CITY OF WESLACO**
PROJECT #: **5008-80-0300-5000-8000--UCP-GVG**
PROJECT DESCRIPTION: "WESLACO PUBLIC FACILITY IMPROVEMENT (LIBRARY)"

hereinafter called the project, for the sum of **($89,598.00) Eighty Nine Thousand dollars, five hundred ninety eight, and no cents,** and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **VA Architects** entitled the Architect, and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the project within **60** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **$ 250.00** for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraph 25, "Payments to Contractor", of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

_____
Contractor

Name of Firm: G.A.S. ENTERPRISES, INC

Address: P.O. BOX 309
ELSA, TEXAS 78543

Fed. I.D. #/S.S. 74-2587924

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) (an individual)

_____
Notary Public - Signature

WITNESS:

URBAN COUNTY PROGRAM

_____

_____
Diana R. Serna
Urban County Director

Fiscal year thru period ending 11/30/2009

80

Description	Month to date	Year to date	Ytd encumbrnce	Annual budget	Annual var	% used
5002 80 0300 5100 8011 MATA-VILLARREAL-G	.00	24,600.00	.00	24,600.00	.00	100.0%
5002 80 0300 5200 8022 ALL-PRO CONSTRACT	.00	64,880.32	.00	64,880.32	.00	100.0%
5002 80 0300 5325 8001 CITY OF WESLACO	.00	29,382.56	.00	29,382.56	.00	100.0%
5002 80 0300 5330 8001 CITY OF WESLACO	.00	26,191.33	.00	26,191.33	.00	100.0%
5002 80 0300 5400 8001 CITY OF WESLACO	.00	15,603.79	.00	15,603.79	.00	100.0%
5003 80 0300 5200 8011 ALL-PRO CONSTRACT	.00	88,659.28	.00	88,659.28	.00	100.0%
5004 80 0300 5125 8001 THE MONITOR	.00	664.50	.00	664.50	.00	100.0%
5004 80 0300 5200 8011 ALL-PRO CONSTRACT	.00	23,154.79	.00	23,154.79	.00	100.0%
5005 80 0300 5125 8001 THE MONITOR	.00	1,025.33	.00	1,025.33	.00	100.0%
5005 80 0300 5200 8011 ALL-PRO CONSTRACT	.00	13,305.61	.00	13,305.61	.00	100.0%
5008 80 0300 5000 8000 PUBLIC FACILITIES	.00	.00	.00	123,031.65	123,031.65	.0%
5008 80 0300 5100 8010 VA ARCHITECTURAL	.00	15,150.00	4,500.00	19,650.00	.00	100.0%
5008 80 0300 5100 8020 TERRACON CONSULTI	1,201.25	4,805.00	.00	4,805.00	.00	100.0%
5008 80 0300 5125 8001 THE MONITOR	.00	806.10	.00	806.10	.00	100.0%
5008 80 0300 5200 8011 R.L. ABATEMENT	.00	26,559.25	.00	26,559.25	.00	100.0%
Total Expenditure	1,201.25	334,787.86	4,500.00	462,319.51	123,031.65	73.4%

Weslaco Public facility Imp.
funds available $ 123,031.65

AI-18486 **14.D.**

Fencing project - Pct. #1 Parks project

CC REGULAR

Date:	11/17/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The Urban County Program is requesting approval of a construction contract with Central Fence Supply in the amount of $73,122.00 for a Parks, Recreational Facility Improvements Project (Installation of Fencing) at the Sunrise/Sunset Park within Precinct No. I. Hidalgo County Precinct No. 1 FY 2007& 2008 Parks, Recreational Facility funds will be utilized.

BACKGROUND

Hidalgo County Purchasing department received and opened bids on November 4, 2009. Bids were reviewed by Precinct No. 1 staff and a request to consider approval of contract in the amount of $73,122.00. See attached bid tabulation and letter of recommendation submitted by Precinct No. 1 staff.

Contract Amount:	$ 73,122.00	
Funds Available:	$ 148,545.60	$16,094.10(2007) & $132,451.50(2008)

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Urban County Funds

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

BUDGETARY IMPACT:

Urban County will utilize 2007 & 2008 Parks, Recreational Facility Funds for this project.

Contract Amount: $ 73,122.00
Funds Available: $148,545.60 (FY 2007 & 2008)

Attachments

Link: parks fencing project

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/10/2009 10:13 AM	APRV
2	Perla Lopez	Perla Lopez	11/12/2009 09:18 AM	APRV
3	Auditor's Office	Linda Fong	11/13/2009 02:35 PM	APRV
4	Purchasing Department		11/13/2009 05:15 PM	NEW

Form Started By: Estella Webber

Started On: 11/10/2009 09:44 AM

Final Approval Date: 11/13/2009

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY – URBAN COUNTY PROGRAM ACCESS PROGRAM

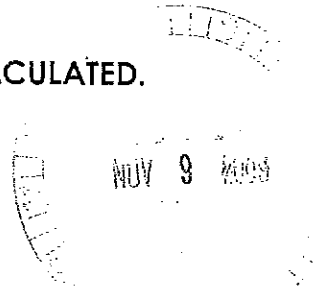
BID OPENING DATE: NOVEMBER 04, 2009 | BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: "PRECINCT NO. 1 – PARKS, RECREATIONAL FACILITY IMP-FENCING"

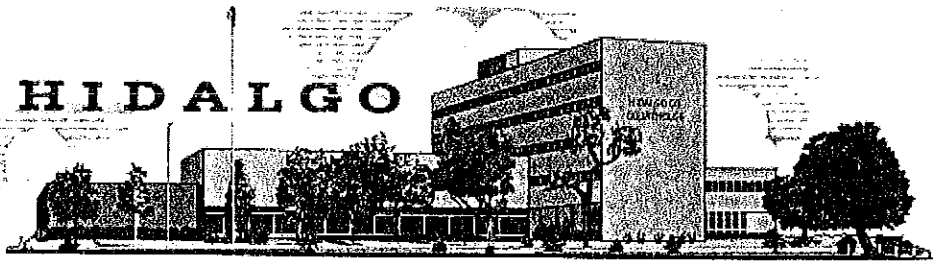
BID NO: 5007-9-91-0306-5000-9100-UCP-GVG PROCUREMENT SPECIALIST:

RFB NO.	Name of Company	Acknowledgment Of Addendum No. 1	Total Price	Alternate Price	Bid Bond/ Cashier's Check Included
1.	Central Fence & Supply, Ltd.	YES	$73,122.00	N/A	$3,546.10 Cashier's Check Included
2.	Construction Rent-A-Fence, Inc.	YES	$87,587.00	$94,323.00	None
3.	Hurricane Fence Co.	Yes	$84,420.00	N/A	5% Bid Bond Included
4.					
5.					
6.					
7.					
8.					
9.					

*TYPED AD READ AT BID OPENING, AMOUNTS NOT VERIFIED/CALCULATED.



COUNTY of HIDALGO



SYLVIA S. HANDY
County Commissioner, Pct. 1
1902 Joe Stephens Ave.
Weslaco, TX 78596
(956) 968-8733

November 9, 2009

Mrs. Lupita Garcia
Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

Re: Parks, Recreational Facilities 2008
Fencing – Sunrise/Sunset Park

Dear Mrs. Garcia:

Pct. 1 is requesting Hidalgo County Commissioners Court award the Parks, Recreational Facilities 2008 fencing project to the lowest bidder, Central Fence Supply and prepare to enter into a binding contract to perform the fencing work for the Sunrise/Sunset Park Fencing Project.

Pct. 1 is requesting this item be placed on the November 17, 2009 Hidalgo County Commissioners Court Agenda.

If you need additional information, please contact Juan J. Ybarra, Pct. 1 CDBG Coordinator at (956) 968-8733.

Sincerely,

Juan J. Ybarra Jr.
CDBG Coordinator
Hidalgo County Pct. 1

1977970

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

Central Fence & Supply, Ltd.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Celia Sandoval

March 09, 2009

Date

Adopted 06/29/2007

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Central Fence & Supply, Ltd.

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☑ Partnership ☐ Other ► .....

☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
504 E. Ferguson

Requester's name and address (optional)

City, state, and ZIP code
Pharr, Texas 78577

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
			–			–		

or

Employer identification number
7	4	–	2	9	5	4	1	5	4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ► [signature] Date ► 11/2/09

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

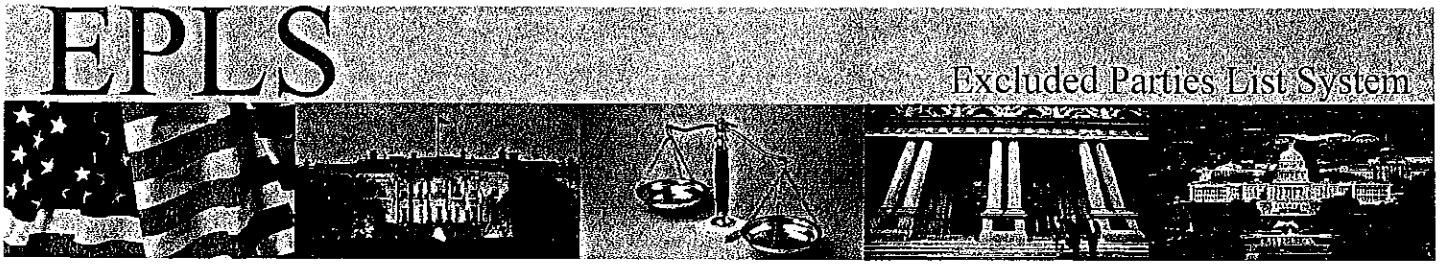
c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: _____
Print Name: Celia Sandoval
Title: Manager
Telephone Number: 956-783-7959
Date: November 02, 2009

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

Cleared 11/09/09 See Attached —gjgarcia



Search - Current Exclusions

> Advanced Search
> Multiple Names
> Exact Name and SSN/TIN
> MyEPLS
> Recent Updates

View Cause and Treatment Code Descriptions

> Reciprocal Codes
> Procurement Codes
> Nonprocurement Codes

Agency & Acronym Information

> Agency Contacts
> Agency Descriptions
> State/Country Code Descriptions

OFFICIAL GOVERNMENT USE ONLY

> Debar Maintenance
> Administration
> Upload Login

EPLS Search Results

Search Results for Parties Excluded by

Exact Name : Central Fence & Supply, Ltd.
SSN/TIN
As of 09-Nov-2009 3:55 PM EST
Save to MyEPLS

Your search returned no results.

Back New Search Printer-Friendly

Resources

> Search Help
> Public User's Manual
> FAQ
> Acronyms
> Privacy Act Provisions
> News

Reports

> Advanced Reports
> Recent Updates
> Dashboard

Archive Search - Past Exclusions

> Advanced Archive Search
> Multiple Names
> Recent Updates

Contact Information

> For Help: Federal Service Desk

CONSTRUCTION CONTRACT

This Agreement, entered into this **17th** day of **November, 2009** by and between **HIDALGO COUNTY URBAN COUNTY PROGRAM,** joined by **HIDALGO COUNTY PRECINCT NO. 1** (hereinafter called the "OWNER", acting herein through its **COUNTY JUDGE**, and **CENTRAL FENCE SUPPLY** (a corporation) of **PHARR**, State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

PROJECT NAME: **Hidalgo County Precinct No. 1**
PROJECT #: **5007/8-91-0306-5000-9100-UCP-GVG**
PROJECT DESCRIPTION: **"Precinct No. 1 Parks, Recreational Facility Improvements- Fencing "**

hereinafter called the project, for the sum of **($ 73,122.00) Seventy -three Thousand, One Hundred Twenty-two Dollars and no cents.** and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **Precinct No. 1 Coordinator, Juan Ybarra** entitled the Engineer, and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the project within **30** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **$ 200.00** for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraph 25, "Payments to Contractor", of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

_____
Contractor

Name of Firm: **Central Fence Supply**

Address: **504 E. Ferguson**
Pharr, Texas 78577

Fed. I.D. #/S.S. **74-2954154**

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) (an individual)

_____
Notary Public - Signature

WITNESS:

URBAN COUNTY PROGRAM

_____

_____
Diana R. Serna
Urban County Director

Fiscal year thru period ending 11/30/2009

91

Description	Month to date	Year to date	Ytd encumbrnce	Annual budget	Annual var	% used
5000 91 0306 5100 9110 QUINTANILLA, HEAD	.00	28,700.00	.00	28,700.00	.00	100.0%
5000 91 0306 5125 9101 THE MONITOR	.00	1,385.75	.00	1,385.75	.00	100.0%
5000 91 0306 5200 9111 S & G PAVING COMP	.00	16,828.80	.00	16,828.80	.00	100.0%
5000 91 0306 5200 9122 DCR DEMOLITION &	.00	24,574.25	.00	24,574.25	.00	100.0%
5001 91 0306 5200 9111 S & G PAVING COMP	.00	33,884.00	.00	33,884.00	.00	100.0%
5002 91 0306 5125 9101 THE MONITOR	.00	856.75	.00	856.75	.00	100.0%
5002 91 0306 5150 9102 RABA KISNTER, INC	.00	1,811.48	.00	1,811.48	.00	100.0%
5002 91 0306 5200 9111 S & G PAVING COMP	.00	60,957.65	.00	60,957.65	.00	100.0%
5005 91 0306 5100 9110 ALCOCER GARCIA AS	.00	6,700.00	.00	6,700.00	.00	100.0%
5005 91 0306 5200 9111 G.A.S. ENTERPRISE	.00	50,300.00	.00	50,300.00	.00	100.0%
5005 91 0306 5200 9122 AMERICAN CONTRACT	.00	180,000.00	.00	180,000.00	.00	100.0%
5006 91 0306 5200 9111 AMERICAN CONTRACT	.00	177,600.10	.00	177,600.10	.00	100.0%
5006 91 0306 5200 9122 RIGNEY CONSTRUCTI	.00	228,000.00	.00	228,000.00	.00	100.0%
5006 91 0306 5300 9101 HOPE LUMBER	.00	1,246.77	.00	1,246.77	.00	100.0%
5006 91 0306 5300 9103 SOUTH-TX CONCRETE	.00	4,200.00	.00	4,200.00	.00	100.0%
5006 91 0306 5325 9102 GOAL SPORTING GOO	.00	22,550.00	.00	22,550.00	.00	100.0%
5007 91 0306 5000 9100 PARKS, RECREATION	.00	.00	.00	16,094.10	16,094.10	.0%
5007 91 0306 5325 9101 THE PLAYWELL GROU	.00	.00	83,905.90	83,905.90	.00	100.0%
5008 91 0306 5000 9100 PARKS, RECREATION	.00	.00	.00	132,656.95	132,656.95	.0%
5008 91 0306 5100 9110 DOS LOGISTICS	.00	.00	20,000.00	20,000.00	.00	100.0%
5008 91 0306 5125 9106 THE MONITOR	.00	1,333.85	.00	1,128.40	(205.45)	118.2%
5008 91 0306 5250 9105 THE PLAYWELL GROU	.00	18,754.84	.00	18,754.84	.00	100.0%
5008 91 0306 5275 9102 UNIVERSAL TRUCKER	11,897.32	47,080.01	29,912.99	76,993.00	.00	100.0%
5008 91 0306 5300 9101 PERFORMANCE GRADE	.00	.00	9,600.00	9,600.00	.00	100.0%
5008 91 0306 5300 9103 FRONTERA MATERIAL	.00	.00	119,520.00	119,520.00	.00	100.0%
5008 91 0306 5300 9104 MARTIN MARIETTA	.00	15,228.73	8,538.77	23,767.50	.00	100.0%
5008 91 0306 5325 9105 THE PLAYWELL GROU	.00	106,745.70	3,155.41	109,901.11	.00	100.0%
5008 91 0306 5340 9105 THE PLAYWELL GROU	.00	26,672.17	.00	26,672.17	.00	100.0%
5008 91 0306 5730 9107 MAGIC VALLEY ELEC	6,531.67	6,531.67	.00	6,531.67	.00	100.0%
5009 91 0306 5000 9100 PARKS, RECREATION	.00	.00	.00	250,000.00	250,000.00	.0%
5099 91 0306 5200 9111 S & G PAVING COMP	.00	6,429.05	.00	6,429.05	.00	100.0%
Total Expenditure	18,428.99	1,068,371.57	274,633.07	1,741,550.24	398,545.60	77.1%

2007 $ 16,094.10
2008 $ 132,451.50
$ 148,545.60

11/09/09

$ 73,122.00 Contract Amount

2007 (16,094.10)
2008 (57,027.90)

AI-18478 **15.A.**

Appointment of Deputy Constables and Reserve Deputy Constables
CC REGULAR

Date:	11/17/2009
Submitted By:	Joel Rivera, CONSTABLE PCT. #4
Submitted For:	Joel Rivera
Department:	CONSTABLE PCT. #4
Agenda Category:	Constables

Information

CAPTION

Constable Pct. #4:
1. Appointment of Martin B. Brown and Armando Patlan as Deputy Constables under Constable J.E. "Eddie" Guerra as required under Texas Local Government Code 86.011.
2. Appointment of Juan Mancha as Reserve Deputy Constable under Constable J.E. "Eddie" Guerra under Texas Local Government Code 86.012.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No funding required. rc

Attachments

Link: LGC 86

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/10/2009 01:42 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	11/12/2009 03:18 PM	APRV
3	Auditor's Office	Linda Fong	11/13/2009 02:30 PM	APRV
4	Purchasing Department		11/13/2009 05:15 PM	NEW

Form Started By: Joel Rivera — Started On: 11/09/2009 06:58 PM

Final Approval Date: 11/13/2009

LOCAL GOVERNMENT CODE

TITLE 3. ORGANIZATION OF COUNTY GOVERNMENT

SUBTITLE B. COMMISSIONERS COURT AND COUNTY OFFICERS

CHAPTER 86. CONSTABLE

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 86.001. ELIGIBILITY TO SERVE AFTER BOUNDARY CHANGE. A person who has served as the constable of a precinct for 10 or more consecutive years before a change is made in the boundaries of the precinct is not ineligible for reelection in the precinct because of residence outside the precinct if the constable's residence is within the boundaries of the precinct as they existed before the change.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 86.002. OATH; BOND. (a) Before entering on the duties of office, a person who is elected to the office of constable must execute a bond with two or more good and sufficient sureties or with a solvent surety company authorized to do business in this state. The bond must be payable to the governor and the governor's successors in office and conditioned that the constable will faithfully perform the duties imposed by law. The bond must be approved by the commissioners court of the county. The commissioners court shall set the bond in an amount of not less than $500 or more than $1,500.

(b) A person who is elected constable must also take and sign the constitutional oath of office. The oath shall be endorsed on the bond, together with the certificate of the officer who administers the oath. The bond and oath must be deposited and recorded in the office of the clerk of the county court.

(c) The bond is not void on the first recovery but may be sued on from time to time in the name of an injured party until the whole

amount of the bond is recovered.

(d) A person who is elected or appointed to the office of constable and who has given the necessary bond and taken the oath of office may immediately perform the duties of the office. The acts of the constable are as valid in law as if the constable were commissioned.

(e) Repealed by Acts 1995, 74th Leg., ch. 683, Sec. 1, eff. Aug. 28, 1995.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1995, 74th Leg., ch. 683, Sec. 1, eff. Aug. 28, 1995.
Amended by:

Acts 2005, 79th Leg., Ch. 1094, Sec. 18, eff. September 1, 2005.

Sec. 86.0021. QUALIFICATIONS; REMOVAL. (a) A person is not eligible to serve as constable unless:

(1) the person is eligible to be licensed under Sections 1701.309 and 1701.312, Occupations Code, and:

(A) has at least an associate's degree conferred by an institution of higher education accredited by an accrediting organization recognized by the Texas Higher Education Coordinating Board;

(B) is a special investigator under Article 2.122(a), Code of Criminal Procedure; or

(C) is an honorably retired peace officer or honorably retired federal criminal investigator who holds a certificate of proficiency issued under Section 1701.357, Occupations Code; or

(2) the person is an active or inactive licensed peace officer under Chapter 1701, Occupations Code.

(b) On or before the 270th day after the date a constable takes office, the constable shall provide, to the commissioners court of the county in which the constable serves, evidence that the constable has been issued a permanent peace officer license under Chapter 1701, Occupations Code. A constable who fails to provide evidence of licensure under this subsection or who fails to maintain a permanent license while serving in office forfeits the office and is subject to

removal in a quo warranto proceeding under Chapter 66, Civil Practice and Remedies Code.

(c) The license requirement of Subsection (b) supersedes the license requirement of Section 1701.302, Occupations Code.

Added by Acts 1997, 75th Leg., ch. 884, Sec. 3, eff. Jan. 1, 1998. Amended by Acts 1999, 76th Leg., ch. 877, Sec. 1, eff. Aug. 30, 1999; Acts 2001, 77th Leg., ch. 1420, Sec. 14.821, eff. Sept. 1, 2001. Amended by:

Acts 2005, 79th Leg., Ch. 954, Sec. 1, eff. June 18, 2005.

Sec. 86.003. NEW BOND; REMOVAL. (a) If any of the sureties of a constable dies, permanently moves from this state, becomes insolvent, or is released from liability as provided by law or if the commissioners court determines that the bond of the constable is insufficient, the court shall issue a citation that requires the constable to appear at a time set in the citation, after the 10th day but on or before the 30th day after the date the citation is issued, in order to execute a new bond with good and sufficient surety.

(b) If the constable neglects or refuses to appear to execute the bond at the designated time, the constable shall cease to perform the duties of the office and shall be removed from office by the judge of the district court in the manner provided by law for the removal of county officers.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

SUBCHAPTER B. DEPUTIES

Sec. 86.011. APPOINTMENT OF DEPUTY CONSTABLE. (a) An elected constable who desires to appoint a deputy must apply in writing to the commissioners court of the county and show that it is necessary to appoint a deputy in order to properly handle the business of the constable's office that originates in the constable's precinct. The application must state the name of the proposed deputy. The commissioners court shall approve and confirm the appointment of the

deputy only if the commissioners court determines that the constable needs a deputy to handle the business originating in the precinct.

(b) Each deputy constable must qualify in the manner provided for deputy sheriffs.

(c) The constable is responsible for the official acts of each deputy of the constable. The constable may require a deputy to post a bond or security. A constable may exercise any remedy against a deputy or the deputy's surety that a person may exercise against the constable or the constable's surety.

(d) A person commits an offense if the person:

(1) serves as a deputy constable and the person has not been appointed as provided by Subsection (a); or

(2) is a constable and issues a deputyship without the consent and approval of the commissioners court.

(e) An offense under Subsection (d) is punishable by a fine of not less than $50 or more than $1,000.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 86.012. RESERVE DEPUTY CONSTABLES. (a) The commissioners court of a county may authorize a constable of the county to appoint reserve deputy constables. The commissioners court may limit the number of reserve deputy constables that a constable may appoint.

(b) A reserve deputy constable serves at the discretion of the constable and may be called into service at any time that the constable considers it necessary to have additional officers to preserve the peace and enforce the law. The constable may authorize a reserve deputy constable who is a peace officer as described by Article 2.12, Code of Criminal Procedure, to carry a weapon or act as a peace officer at all times, regardless of whether the reserve deputy constable is engaged in the actual discharge of official duties, or may limit the authority of the reserve deputy constable to carry a weapon or act as a peace officer to only those times during which the reserve deputy constable is engaged in the actual discharge of official duties. A reserve deputy constable who is not a peace officer as described by Article 2.12, Code of Criminal Procedure, may

act as a peace officer only during the actual discharge of official duties. A reserve deputy constable, regardless of whether the reserve deputy constable is a peace officer as described by Article 2.12, Code of Criminal Procedure, is not:

(1) eligible for participation in any program provided by the county that is normally considered a financial benefit of full-time employment or for any pension fund created by statute for the benefit of full-time paid peace officers; or

(2) exempt from Chapter 1702, Occupations Code.

(c) A reserve deputy constable must take the official oath and must execute a bond in the amount of $2,000, payable to the constable. The oath and bond must be filed with the county clerk of the county in which the appointment is made. The oath and bond must be given before the reserve deputy constable's entry on duty and simultaneously with the officer's appointment.

(d) While actively engaged in an assigned duty at the call of the constable, a reserve deputy constable is vested with the same rights, privileges, and duties of any other peace officer in this state.

(e) The county and the constable do not incur any liability by reason of the appointment of a reserve deputy constable if the reserve deputy constable incurs a personal injury while serving in that capacity.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1999, 76th Leg., ch. 90, Sec. 3, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 1420, Sec. 14.822, eff. Sept. 1, 2001.

SUBCHAPTER C. POWERS AND DUTIES

Sec. 86.021. GENERAL POWERS AND DUTIES. (a) A constable shall execute and return as provided by law each process, warrant, and precept that is directed to the constable and is delivered by a lawful officer. Notices required by Section 24.005, Property Code, relating to eviction actions are process for purposes of this section that may be executed by a constable.

(b) A constable may execute any civil or criminal process

throughout the county in which the constable's precinct is located and in other locations as provided by the Code of Criminal Procedure or by any other law.

(c) A constable expressly authorized by statute to perform an act or service, including the service of civil or criminal process, citation, notice, warrant, subpoena, or writ, may perform the act or service anywhere in the county in which the constable's precinct is located.

(d) Regardless of the Texas Rules of Civil Procedure, all civil process may be served by a constable in the constable's county or in a county contiguous to the constable's county, except that a constable who is a party to or interested in the outcome of a suit may not serve any process related to the suit.

(e) The constable shall attend each justice court held in the precinct.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, Sec. 13(a), eff. Aug. 28, 1989; Acts 1997, 75th Leg., ch. 884, Sec. 1, eff. Jan. 1, 1998.

Sec. 86.022. POWER TO SUMMON RESIDENT ASSISTANCE. (a) If a constable encounters resistance in the execution of any lawful process or in the arrest of an offender, the constable may call for assistance any resident of the county who is convenient.

(b) A person who fails or refuses to obey a call for assistance may, on the motion of the constable, be fined by a justice of the peace in the manner provided for contempt. The amount of the fine may not exceed $10. The person who is accused of not providing assistance must be given three days' notice of the motion.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 86.023. COLLECTION LIABILITY. If, for collection, a constable receives a bond, bill, note, or account from any person and the constable gives a receipt in an official capacity for the instrument or account, the constable and the constable's sureties are

liable under the constable's bond for the amount collected if the constable fails to pay the amount on demand to the person for whom the constable made the collection.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 86.024. FAILURE TO EXECUTE PROCESS. (a) If a constable fails or refuses to execute and return according to law a process, warrant, or precept that is lawfully directed and delivered to the constable, the constable shall be fined for contempt before the court that issued the process, warrant, or precept on the motion of the person injured by the failure or refusal. This section does not apply to actions brought under or that could have been brought under Chapter 34, Civil Practice and Remedies Code.

(b) The fine shall be set at not less than $10 or more than $100, with costs. The fine shall be for the benefit of the injured person. The constable must be given 10 days' notice of the motion.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.
Amended by:

Acts 2007, 80th Leg., R.S., Ch. 421, Sec. 6, eff. September 1, 2007.

Sec. 86.025. UNFINISHED BUSINESS. If a constable vacates the office for any reason, all unfinished business shall be transferred to the succeeding constable and completed in the same manner as if the successor had begun the business.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

AI-18513 **16.A.**

Update on Census

CC REGULAR

Date:	11/17/2009
Submitted By:	Sandra De Leon, COUNTY JUDGE
Submitted For:	Cari Lambrecht
Department:	COUNTY JUDGE
Agenda Category:	County Judge's Office

Information

CAPTION

Update from the Hidalgo County Complete Count Committee on 2010 Census activities

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	Erika Zamora	11/10/2009 04:48 PM	APRV
2	Roland Garcia	Rolando Garcia	11/13/2009 01:28 PM	APRV
3	Auditor's Office	Linda Fong	11/13/2009 01:59 PM	APRV
4	Purchasing Department	Marty Salazar	11/13/2009 02:05 PM	APRV

Form Started By: Sandra De Leon — Started On: 11/10/2009 04:13 PM

Final Approval Date: 11/13/2009

AI-18528 **16.B.**

MPO Presentation

CC REGULAR

Date:	11/17/2009
Submitted By:	Erika Reyna, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	County Judge's Office

Information

CAPTION

Presentation by Hidalgo County Metropolitan Planning Organization Assistant Director Maria Champine.

BACKGROUND

Monthly update presentation

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	Erika Zamora	11/12/2009 01:48 PM	APRV
2	Roland Garcia	Rolando Garcia	11/13/2009 01:38 PM	APRV
3	Auditor's Office	Linda Fong	11/13/2009 02:00 PM	APRV
4	Purchasing Department	Marty Salazar	11/13/2009 02:05 PM	APRV

Form Started By: Erika Reyna — Started On: 11/12/2009 11:16 AM

Final Approval Date: 11/13/2009

AI-18566 **16.C.**

Resolution - Home Care and Hospice Month

CC REGULAR

Date:	11/17/2009
Submitted By:	Roxanne De La Garza, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	County Judge's Office

Information

CAPTION

Approval of Resolution proclaiming November 2009 as Home Care and Hospice Month in Hidalgo County

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	Erika Zamora	11/13/2009 04:31 PM	APRV
2	Roland Garcia	Rolando Garcia	11/13/2009 04:45 PM	APRV
3	Auditor's Office		11/13/2009 05:15 PM	NEW

Form Started By: Roxanne De La Garza — Started On: 11/13/2009 04:27 PM

Final Approval Date: 11/13/2009

AI-18487 **17.A.**

Fuel Reimbursement- Purchase Affidavit

CC REGULAR

Date:	11/17/2009
Submitted By:	Veronica Lopez, ELECTIONS DEPT.
Submitted For:	Yvonne Ramon
Department:	ELECTIONS DEPT.
Agenda Category:	Elections Administration

Information

CAPTION

Pursuant to Fuel Policy requesting approval to reimburse Gloria Salazar for the purchase of fuel for Elections Department vehicle (rental) in the amount of $100.01.

BACKGROUND

Vehicle License- 89H-HG6

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-414-00-130-001-0-626

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

BUDGETARY IMPACT:

Available balance as of 11/10/09 $10,002.28

Attachments

Link: Fuel reimbursements

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Veronica Lopez	Veronica Lopez	11/12/2009 11:16 AM	APRV
2	Yvonne Ramon	Yvonne Ramon	11/12/2009 02:04 PM	APRV
3	Budget & Management	Erika Zamora	11/12/2009 03:43 PM	APRV
4	Roland Garcia	Rolando Garcia	11/12/2009 04:51 PM	APRV
5	Auditor's Office	Linda Fong	11/13/2009 02:38 PM	APRV
6	Purchasing Department		11/13/2009 05:15 PM	NEW

Form Started By: Veronica Lopez Started On: 11/10/2009 09:49 AM

Final Approval Date: 11/13/2009

HIDALGO COUNTY AUDITOR'S OFFICE
HIDALGO COUNTY, TEXAS

PURCHASE AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, GLORIA SALAZAR, do hereby state that the item(s) listed on the invoice(s) named below
PURCHASER'S NAME
were purchased for the exclusive use of Hidalgo County:

INVOICE NO.	DATE	AMOUNT	NAME OF COMPANY
	11/05/09	100.01	STRIPES #2240
TOTAL		100.01	

I further state that I was authorized to make such a purchase(s).

)therefore request reimbursement of this invoice (these invoices) from Hidalgo County and that payment be made payable to me.

SIGNATURE: Gloria Salazar

TITLE: Administrative Assistant II
PERSON MAKING PURCHASE

Before me TERESA TRUJILLO, a Notary Public, appeared GLORIA SALAZAR and on hER oath deposed and stated that the foregoing facts as set forth in the above request for expense reimbursement are true and correct in every respect. H_ / S HE further stated h_ / s HE requested payment of the same.

(SEAL)

Teresa Trujillo
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

TERESA J TRUJILLO
Notary Public
STATE OF TEXAS
My Comm. Exp. 08-22-2013

APPROVAL: **DEPARTMENT HEAD**

APPROVAL: **COUNTY AUDITOR**

COUNTY AUDITOR'S FORM: MCJR-CA-004
REVISED: 01/01/2001

HIDALGO COUNTY texas

Hidalgo County
Elections Department
101 S. 10th St.
Edinburg, Texas 78539
Office: (956) 318-2570
Fax: (956) 393-2039

Memorandum

To: **Ray Eufracio, County Auditor**

From: **Yvonne Ramon- Elections Administrator** YR

Date: **November 10, 2009**

Subject: **Fuel Reimbursement- Purchase Affidavit**

On November 05, 2009 while conducting official business, Gloria Salazar, Administrative Assistant III stopped at Stripes #2240 in Pharr, TX to fuel the Elections Department rental van. The pump did not accept the Comdata Card and employee had to use her own personal money for this purchase.

I am requesting that she be reimbursed for this receipt in the amount of $100.01. The Elections Department account number is 9-1100-414-00-130-001-0-626.

Thank you for continued cooperation. If you have any questions, feel free to contact me at anytime (956) 318-2570 ext. 5712.

STRIPES # 2240
1407 W Nolana Loop
Pharr, TX 78577
956-992-0714

TP48643161-001 STRIPES 2240
1407 W NOLANA LOOP
PHARR TX 78

Descr.	qty	amount
Diesel CA #10	37.053G	100.01
SELF @ 2.699/ G		
Subtotal		100.01
Tax		0.00
TOTAL		**100.01**
CASH	$	100.01

THANKS, COME AGAIN
ST# 2240 TILL XXXX DR# 1 TRAN# 1029997
CSH: 17 11/05/09 16:31:45

AI-18541 **18.A.**

Head Start - Certification of Filing and Payment of Federal Taxes
CC REGULAR

Date: 11/17/2009
Submitted By: Erika Reyna, COUNTY JUDGE
Department: COUNTY JUDGE
Agenda Category: Head Start

Information

CAPTION

Requesting authorization for the County Judge to sign the Certification of Filing and Payment of Federal Taxes Form as requested by the Department of Health and Human Services.

BACKGROUND

Form required for federal grants over $5,000,000. Head Start received $23,929,566 for FY 2009.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact

Attachments

Link: Form

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/12/2009 03:51 PM	APRV
2	Roland Garcia	Rolando Garcia	11/13/2009 01:49 PM	APRV
3	Auditor's Office	Linda Fong	11/13/2009 02:40 PM	APRV
4	Purchasing Department		11/13/2009 05:15 PM	NEW

Form Started By: Erika Reyna — Started On: 11/12/2009 02:26 PM

Final Approval Date: 11/13/2009

DEPARTMENT OF HEALTH & HUMAN SERVICES

ADMINISTRATION FOR CHILDREN AND FAMILIES
Regional Grants Management Unit
1301 Young Street, Room 945
Dallas, Texas 75202

November 3, 2009

Mr. Juan Salinas, Board Chairperson
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, TX 78540-0117

Re: Grant No. 06CH0183

Dear Mr. Salinas:

The purpose of this letter is to provide guidance on the Department of Health and Human Services implementation of the following requirement imposed by Section 523 of the Fiscal Year 2008 HHS Appropriations Act. This requirement applies to funds appropriated to HHS under the Departments of Labor, Health and Human Services, and Education and Related Appropriations Act, 2008 (Public Law 110-161, Division G).

> "None of the funds appropriated or otherwise made available by this Act may be used to enter into a contract in an amount greater than $5,000,000 or to award a grant in excess of such amount unless the prospective contractor or grantee **certifies in writing to the agency awarding the contract or grant** that, to the best of its knowledge and belief, the contractor or grantee has filed all Federal tax returns required during the three years preceding the certification, has not been convicted of a criminal offense under the Internal Revenue Code of 1986, and has not, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding."

Your organization has been identified as one that was awarded a grant from October 1, 2008 through September 30, 2009, in an amount greater than $5,000,000. As a result, you must file a "Certification of Filing and Payment of Federal Taxes. The attached "Certification of Filing and Payment of Federal Taxes" shall be used to meet the requirements of Section 523. This certification will be required for Fiscal Year 2008 and 2009 awards. **This form must be signed by the Board Chairperson.**

received
11.09.09

You are asked to complete the attached form and return it to:

Jennifer Robinson, Program Support
Administration for Children and Families
Regional Grants Management Unit
1301 Young Street, Room 937
Dallas, Texas 75202

The form must be received by the Administration for Children and Families within 30 days from the date of this letter. Failure to complete and return the attached certification may result in the withholding of future grant payments.

Questions should be directed to the individual named above.

Sincerely,

Ray M. Bishop
Regional Grants Management Officer
Office of Grants Management, Region VI

Enclosure

cc: Director

Certification of Filing and Payment of Federal Taxes

As required by the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriation Act, 2008 (Public Law 110-161, Division G, Title V, section 523), as a prospective financial assistance recipient entering into a grant or cooperative agreement more than $5,000,000, I, as the duly authorized representative of the applicant, do hereby certify to the best of my knowledge and belief, that:

(1) ☐ The applicant has filed all Federal tax returns required during the three years preceding this certification;

AND

(2) ☐ The applicant has not been convicted of a criminal offense pursuant to the Internal Revenue Code of 1986 (U.S. Code – Title 26, Internal Revenue Code);

AND

(3) ☐ The applicant has not, more than 90 days prior to this certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

_____

Signature of Authorized Certifying Official

_____

Printed Name and Title

_____

Name of Applicant Date

_____

Grant/Cooperative Agreement Reference Number

Certification of Filing and Payment of Federal Taxes

As required by the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriation Act, 2008 (Public Law 110-161, Division G, Title V, section 523), as a prospective financial assistance recipient entering into a grant or cooperative agreement more than $5,000,000, I, as the duly authorized representative of the applicant, do hereby certify to the best of my knowledge and belief, that:

(1) ☐ The applicant has filed all Federal tax returns required during the three years preceding this certification;

AND

(2) ☐ The applicant has not been convicted of a criminal offense pursuant to the Internal Revenue Code of 1986 (U.S. Code – Title 26, Internal Revenue Code);

AND

(3) ☐ The applicant has not, more than 90 days prior to this certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

_____

Signature of Authorized Certifying Official

_____

Printed Name and Title

_____

Name of Applicant Date

_____

Grant/Cooperative Agreement Reference Number

AI-18343 **19.A.**

Public Hearing/Acceptance of Record Archive Plan

CC REGULAR

Date:	11/17/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	County Clerk

Information

CAPTION

1. Public Hearing regarding the County Clerk's Record Archive Plan as required by Section 118.025 of the Texas Local Government Code
2. Approval/acceptance of County Clerk's Record Archive Plan as required by Section 118.025 of the Texas Local Government Code

BACKGROUND

Published in the newspaper on Nov. 1, 2009.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary impact at this time.

Attachments

Link: notice

Link: plan

Link: Local Government Code 118.025

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	10/30/2009 01:29 PM	APRV
2	Sylvia Solis	Sylvia Solis	11/12/2009 03:15 PM	APRV
3	Auditor's Office		11/13/2009 05:15 PM	NEW

Form Started By: Monica Badillo — Started On: 10/30/2009 01:21 PM

Final Approval Date: 11/13/2009

PUBLIC HEARING

COUNTY OF HIDALGO COUNTY CLERK'S RECORDS ARCHIVE PLAN

NOTICE is hereby given that a public hearing will be held on Tuesday, November 17, 2009 at 9:00 a.m. in the Commissioners' Court of Hidalgo County, regarding the County Clerk's Record Archive Plan as required by Section 118.025 of the Texas Local Government Code, first floor of the Administration Building, 100 East Cano, Edinburg, Texas.

Hidalgo County Clerk's Records Archive Plan

(AS PER SECTION 118.025 (G) of the Local Government Code)

Whereas, the Texas State Legislature found, that the deterioration of public documents in the offices of the county clerks constituted a threat to the integrity and reliability of the existing system for preserving documents,

And whereas, the purpose of the their Act was to impose a fee for filing public documents in the offices of the county clerks in order to provide funds to be used to preserve existing public documents,

The Hidalgo County Clerk's Office seeks to preserve and restore all of their public documents as defined by subsection 2 of section 118.025 of the Local Government Code. The documents included are listed, but are not limited to the following:

Marriage Records	Deed Records	Civil Records
Birth Records	Assumed Name	DD-214 Military Discharge
Cattle Brand Records	Records	Criminal Records
Death Records	Subdivision Maps	Probate Records
Official Records	Commissioners Court	Bail Bond Records
	Minutes	

In order to satisfy the requirements of this statue, the Hidalgo County Clerk's Office seeks to use the latest in technological advances to preserve and restore all aforementioned records. In order to accomplish this we will require, various tools, services, and resources. Some of the required resources are listed, but not limited to,

Personnel, facilities, services, repairs, equipment, tools, hardware, software, and general supplies needed for the creation, use, maintenance, retention, preservation, restoration, transportation and disposal of records.

Copying materials and services including personnel, hardware and software, plus any required office equipment need to fulfill this service to operate effectively and efficiently (copy machines, paper supplies, etc...).

Scanning services including personnel, along with any hardware and software equipment required to operate the storage facility.

Re-indexing services including personnel, and any computer hardware and software equipment required to fulfill these services.

Shrink wrapping, printing, binding services, and materials required to accomplish these types of services to better preserve and restore the integrity of our records.

Document storage services including shelving, boxes, and storage containers, to include computer technologies capable of tracking documents within the facility, in order to be more effective and efficient.

Microfilm production, conversion and storage services also the equipment as required to accomplish these services.

The County Clerk Document Storage Facility will be maintained in compliance with the Texas Library of Archives' document storage standards. Facility will be equipped with equipment required for operating efficiently and effectively (i.e., ladders, lifts, dollies, etc...).

Transportation service, including fuel, maintenance, and repairs.

Document warehousing services including personnel, building renovations and leases. As well as outfitting any acquired facilities with climate, control in accordance with Texas Library of Archive standards.

Maintain a safe work environment for our permanent or temporary personnel, by incorporating Safety and First Aid equipment for our facilities.

Shredding services or shredding equipment to meet retention schedule policies and procedures.

General Office supplies and equipment, including computer equipment with the appropriate hardware and software required to operate the storage facility.

The ability to acquire emerging technologies that could assist in the restoration and preservation of our records.

Any items not covered specifically under this plan are referenced per object code, in the Hidalgo County Auditors Object Code and Description Guidelines Manual, Paragraph I – VIII, Object Codes 111 – 899.

§ 118.025. COUNTY CLERK'S RECORDS ARCHIVE.

Text of section effective until Sept. 1, 2008

(a) In this section:

(1) "Deterioration" means any naturally occurring process or a natural disaster that results in the destruction or partial destruction of a public document.

(2) "Preservation" means any process that:

(A) suspends or reduces the deterioration of public documents; or

(B) provides public access to the public documents in a manner that reduces the risk of deterioration, excluding providing public access to public documents indexed geographically.

(3) "Public document" means any instrument, document, paper, or other record that the county clerk is authorized to accept for filing or maintaining.

(4) Repealed by Acts 2005, 79th Leg., ch. 804, § 7.

(5) "Restoration" means any process that permits the visual enhancement of a public document, including making the document more legible.

(b) The commissioners court of a county may adopt a records archive fee under Section 118.011(f) as part of the county's annual budget. The fee must be set and itemized in the county's budget as part of the budget preparation process. The fee for "Records Archive" under Section 118.011(f) is for the preservation and restoration services performed by the county clerk in connection with maintaining a county clerk's records archive.

(c) The fee must be paid at the time a person, excluding a state agency, presents a public document to the county clerk for recording or filing.

(d) The fee shall be deposited in a separate records archive account in the general fund of the county.

(e) The funds generated from the collection of a fee under this section may be expended only for the preservation and restoration of the county clerk's records archive. The county clerk shall designate the public documents that are part of the records archive for purposes of this section. The designation of public documents by the county clerk under this subsection is subject to approval by the commissioners court in a public meeting.

(f) The funds may not be used to purchase, lease, or develop computer software to geographically index public records, excluding indexing public records by lot and block description as provided by Section 193.009(b)(4).

(g) The county clerk shall prepare an annual written plan for funding the preservation and restoration of the county clerk's records archive. The commissioners court shall publish notice of a public hearing on the plan in a newspaper of general circulation in the county not later than the 15th day before the date of the

hearing. After the public hearing, the plan shall be considered for approval by the commissioners court. Funds from the records archive account may be expended only as provided by the plan. All expenditures from the records archive account shall comply with Subchapter C, Chapter 262.

(h) If a county charges a fee under this section, a notice shall be posted in a conspicuous place in the county clerk's office. The notice must state the amount of the fee in the following form: "THE COMMISSIONERS COURT OF _____ COUNTY HAS DETERMINED THAT A RECORDS ARCHIVE FEE OF $_____ IS NEEDED TO PRESERVE AND RESTORE COUNTY RECORDS."

(i) The fee is subject to approval by the commissioners court in a public meeting.

(j) Any excess funds generated from the collection of a fee under this section remaining after completion of a county records archive preservation and restoration project may be expended only for the purposes described by Section 118.0216. The commissioners court of a county may not order the collection of a fee authorized by this section after the county records archive preservation and restoration is complete.

(k) Repealed by Acts 2005, 79th Leg., ch. 804, § 7.

Added by Acts 2001, 77th Leg., ch. 794, § 4, eff. Sept. 1, 2001. Amended by Acts 2003, 78th Leg., ch. 974, § 3, eff. Sept. 1, 2003; Acts 2003, 78th Leg., ch. 1275, § 3(32), eff. Sept. 1, 2003; Acts 2005, 79th Leg., ch. 804, § 1, 7, eff. June 17, 2005.

AI-18534 **19.B.**

Claim for Landata Technologies

CC REGULAR

Date:	11/17/2009
Submitted By:	Rene Perez, COUNTY CLERK
Submitted For:	Annette Muniz
Department:	COUNTY CLERK
Agenda Category:	County Clerk

Information

CAPTION

Approval of claim/invoice #042052 from Landata Technologies in the amount of $2,400.00 with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor

BACKGROUND

PO# 624567 had been obtained, but contract expired. New Contract is in process.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1237-415-40-180-003-0-350

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

BUDGETARY IMPACT:

Funds in the amount of $6,000.00 available, as of 11/12/09.

Attachments

Link: Landata Technologies

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/12/2009 01:49 PM	APRV
2	Sylvia Solis	Sylvia Solis	11/12/2009 04:34 PM	APRV
3	Auditor's Office		11/13/2009 05:15 PM	NEW

Form Started By: Rene Perez — Started On: 11/12/2009 01:30 PM

Final Approval Date: 11/13/2009

Landata Technologies, Inc.
5730 Northwest Pkwy, Suite 100
San Antonio, TX 78249
Phone: (210) 366-9582
Fax: (210) 366-3058

INVOICE

DATE 11/5/2009
INVOICE NO. 042052
CUSTOMER ID HILDALGO
TERMS Due in 30 Days

BILL TO:

Honorable Arturo Guajardo, Jr
Hidalgo County Clerk
P. O. Box 58
Edinburg, TX 78540

DESCRIPTION		QUANTITY		PRICE	EXT. PRICE
Hidalgo-Minutes Minder Maint.	**Units:**	1.00	**Rate:**	150.000	150.00
Hidalgo-Minutes Minder Maint.	**Units:**	1.00	**Rate:**	150.000	150.00
Hidalgo-Data Warehousing Fee	**Units:**	1.00	**Rate:**	2,100.000	2,100.00

PO #: 624567

Invoice Total 2,400.00

If no sales tax is charged on this invoice, then calculate your local sales tax and remit that amount separately to your state taxing authority.

Landata Technologies, Inc. does not collect and remit these taxes to your state on your behalf.

AI-18529 **20.A.**

Alamo TIRZ #1 Interlocal Agreement

CC REGULAR

Date:	11/17/2009
Submitted By:	Erika Reyna, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	Precinct #1

Information

CAPTION

1. Approval of Interlocal Agreement by and among City of Alamo, Hidalgo County, and Tax Increment Reinvestment Zone Number One, City of Alamo allowing for Hidalgo County to participate in the Tax Increment Reinvestment Zone.
2. Appointment of one board member to represent the County of Hidalgo on the City of Alamo's Tax Increment Reinvestment Zone #1 Board of Directors.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact.

Attachments

Link: Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/13/2009 01:47 PM	APRV
2	Ivan Cantu	Ivan Cantu	11/13/2009 01:57 PM	APRV
3	Roland Garcia	Rolando Garcia	11/13/2009 04:37 PM	APRV
4	Auditor's Office		11/13/2009 05:15 PM	NEW
Form Started By: Erika Reyna			Started On: 11/12/2009 11:23 AM	
Final Approval Date: 11/13/2009				

THE STATE OF TEXAS	§	
	§	**CITY OF ALAMO**
COUNTY OF HIDALGO	§	

INTERLOCAL AGREEMENT

In consideration of the covenants set forth herein, and subject to the terms and conditions herein, the Parties (as defined below) hereby agree to the terms and conditions of this Agreement (as defined below).

I. PARTIES & INDEX

A. Parties

1. THIS INTERLOCAL AGREEMENT (the "Agreement") is made by and between the **CITY OF ALAMO, TEXAS** (hereafter referred to as "CITY"), a Texas General Law City, acting through its City Manager pursuant to Ordinance 29-12-08, passed and approved by the City Commission on December 16 2008, **HIDALGO COUNTY** (hereafter referred to as "COUNTY"), a political subdivision of the State of Texas, and **REINVESTMENT ZONE NUMBER ONE, CITY OF ALAMO, TEXAS,** a reinvestment zone created by the CITY pursuant to Chapter 311 of the Texas Tax Code, (hereafter referred to as the "ZONE", as hereafter defined) acting by and through its duly authorized Board of Directors, established to administer, manage, and/or operate the ZONE pursuant to Sections §311.009(b) and 311.010, Texas Tax Code ("Zone Board"). Collectively, the CITY, HIDALGO COUNTY, and ZONE may be referred to as the "Parties". This Agreement is made pursuant to Chapter 791, Texas Government Code and Chapter 311 of the Texas Tax Code for the participation of CITY and COUNTY in the Alamo City Development Project.

2. The initial addresses of the Parties are listed below. Each party may designate a different address by giving the CITY, COUNTY, ZONE BOARD and COUNTY AUDITOR at least ten (10) days prior written notice.

CITY

Luciano Ozuna Jr.
City Manager
City of Alamo
420 N Tower Rd
Alamo, Texas 78516

COUNTY

J. D. Salinas
Hidalgo County Judge
County of Hidalgo
P. O. Box 1356
Edinburg, Texas 78540

With Copy to:

ZONE BOARD

Attention: Chairman
Reinvestment Zone Number One, City of Alamo, Texas
420 N Tower Rd
Alamo, Texas 78516

With Copy to:

HIDALGO COUNTY AUDITOR

Attention: Ray Eufracio, CPA
Re: City of Alamo TIRZ #1
2808 South Business Hwy 281
Edinburg, Texas 78539

B. Index

In consideration of the covenants set forth herein, and subject to the terms and conditions herein, the CITY, COUNTY, and ZONE BOARD hereby agree to the terms and conditions of this Agreement. This Agreement consists of the following sections:

Section	Description	Page
I.	Parties	1
II.	Definitions	2
III.	Background	3
IV.	Rights and Obligations of COUNTY	4
V.	Rights and Obligations of CITY and ZONE	7
VI.	Term and Termination	8
VII.	Miscellaneous	8
Exhibit "A"	Project Plan	
Exhibit "B"	City of Alamo Ordinance	

C. Parts Incorporated

All of the above-described exhibits are hereby incorporated into this Agreement by this reference for all purposes.

II. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set out below:

1. "Administrative Costs" means reasonable costs directly incurred by a Participating Taxing Entity (as hereinafter defined) related to its agreement to participate in the development of the ZONE, as described in this Agreement. These costs include, but are not limited to, costs and expenses for legal review and financial analysis related to the ZONE incurred prior to entering into this Agreement, as well as any such costs and expenses incurred after this Agreement becomes effective. The aggregate Administrative Costs over the life of the ZONE are estimated to be $ 25,000. The only taxing entity to receive administrative expenses is the COUNTY.

2. "Agreement" means this Interlocal Agreement.

3. "Agreement Term" has the meaning set forth in Section VI.A. below.

4. **"**Available Tax Increment" shall mean the "Tax Increment," as defined below, less the Administrative Costs of the COUNTY.

5. "Captured Appraised Value" means the captured appraised value of the ZONE, as defined by Section 311.012(b), Texas Tax Code (and as said Code may be amended from time to time); e.g., the total appraised value in a given year of all real property taxable by a participating taxing entity and located in the ZONE for that year less the total appraised value of that property in 2008, the base year of the ZONE.

6. "CITY" has the meaning set forth in Section I.A.1 above, and includes its successors and assigns.

7. "COUNTY" has the meaning set forth in Section I.A.1 above.

8. "Final Project Plan and Financing Plan" means the Final Project Plan and Financing Plan for ZONE as adopted by the Board of Directors of ZONE February 13, 2009, and approved by City Council of CITY on April 05, 2009, and attached hereto as Exhibit "A".

9. "Participating Taxing Entity" or "Participating Taxing Entities" means, singularly, a taxing unit participating in the ZONE, and collectively, two or more taxing units participating in the ZONE, and may include CITY and COUNTY.

10. "Parties" has the meaning given such term in Section I.A.1 above.

11. "Project" refers to the City of Alamo Proposed Public Improvements identified in the Final Project Plan and Financing Plan.

12. "Project Costs" means the items set forth and described in Section 311.002(1), Texas Tax Code that are included in the Project Plan for the Project. The Project Costs include, but are not limited to, public infrastructure improvements and related capital costs; including streets; streetlights; drainage; gas, water and sewer utilities; sidewalks; landscaping; and related facilities; railroad facilities; fencing; and rights-of-way.

13. "Project Plan" means the Final Project Plan and Financing Plan for the ZONE as adopted by the Board of Directors of the ZONE on, February 13, 2009 and approved by the CITY Commission of the CITY on April 05, 2009 and attached hereto as Exhibit "A".

14. "Tax Increment" for a Participating Taxing Entity means the total amount of ad valorem taxes levied and collected each year by that Participating Taxing Entity each year on the Captured Appraised Value of taxable real property in the ZONE. Further, with respect to the COUNTY, this term shall be further limited to the total amount of ad valorem taxes levied and collected only on behalf of the COUNTY each year.

15. "COUNTY M & O Tax Rate" means that portion of the ad valorum tax rate used for Maintenance and Operation.

16. "Tax Increment Base" means the total appraised value of all real property taxable by a Participating Taxing Entity and located in the ZONE as of January 1, 2008, the year in which the ZONE was designated.

17. "Tax Increment Fund" means the tax increment fund created by the CITY for the deposit of Tax Increments for the ZONE, entitled "Reinvestment Zone Number One City of Alamo, Texas Tax Increment Fund."

18. "Tax Increment Payment" means the amount of the Tax Increment that a Participating Taxing Entity is required to deposit annually into the Tax Increment Fund in accordance with this Agreement and the Project Plan.

19. The "term of the ZONE" has the meaning set forth in Section III.A below.

20. "ZONE" means Tax Increment Reinvestment Zone Number One, City of Alamo, Texas, created by the CITY over the Zone Area on December 16, 2008, by Ordinance No. 29-12-08 a description of which is contained in Exhibit "B", attached hereto.

21. "ZONE BOARD" has the meaning set forth in Section I.A.1 above.

III. BACKGROUND

A. A Resolution passed and approved by City Commission of CITY on Tuesday June 3 2008, expressed the CITY's intent to create a tax increment financing reinvestment zone to support revitalization activities for the ZONE, commonly known as the Alamo City Project, pursuant to Chapter 311, Texas Tax Code. On December 16, 2008, the City Commission of CITY passed and approved Ordinance # 29-12-08 which created the ZONE. The ZONE will provide funding for public improvements within the ZONE. The ZONE is projected to terminate on December 31, 2033, unless earlier termination occurs under this Agreement (the "term of the ZONE").

B. The ZONE BOARD adopted the Project Plan on February 13, 2009. The CITY approved the Project Plan and Project Financing Plan on April 05, 2009. The CITY and the COUNTY agree to participate in the ZONE and to deposit their respective Tax Increment Payments to the Tax Increment Fund, in accordance with the terms, and in consideration for the agreements, set forth herein. The Tax Increment Fund was authorized by Ordinance No. 29-12-08, attached hereto as Exhibit "B." The

COUNTY hereby acknowledges receipt of notice of the initial creation of the ZONE. The CITY represents and warrants that it complied with all legal requirements and notice requirements in the creation of the ZONE.

C. The Parties hereto agree that, other than bonds or notes issued pursuant to §311.015 of the Texas Tax Code, no tax-supported public debt instrument will be issued by the City of Alamo or the ZONE BOARD to finance any costs or improvements on the Project.

IV. RIGHTS AND OBLIGATIONS OF THE COUNTY

A. Tax Increment Participation by the COUNTY

1. Subject to the limitations set out in this Agreement, the COUNTY agrees to participate in the ZONE by contributing to the Tax Increment Fund an amount equal to 100% of the revenue generated from its M&O tax rate as assessed and collected on the tax increment for the respective tax year, except for revenue collected from areas included in the Transportation Reinvestment Zone Number One, Hidalgo County. For revenue collected from areas included in the Transportation Reinvestment Zone Number One, Hidalgo County, the COUNTY will contribute to the Tax Increment Fund an amount equal to 50% of the revenue generated from its M&O tax rate. For the purpose of this Agreement the M&O tax rate shall be calculated as set forth in section IV(B)(9) of this Agreement. In no event shall the COUNTY contribution to the Tax Increment Fund be greater than nine million, eight hundred fifty six thousand, seven hundred thirty three dollars ($9,856,733), over the life of the ZONE beginning with the 2009 tax year.

2. The Parties hereto agree that the COUNTY's contribution to the Tax Increment Fund shall be used to fund Project Costs including construction of public infrastructure improvements to support the development and revitalization efforts in the ZONE. The COUNTY's contributions to the Tax Increment Fund shall end when it has contributed the maximum total contribution provided for herein of nine million, eight hundred fifty six thousand, seven hundred thirty three dollars ($9,856,733), or when it has made contributions of all Tax Increment Payments, as specified in the Project Plan, attributable to all periods through the end of the COUNTY's fiscal year 2033 (ending on December, 2033), whichever occurs first.

B. Tax Increment Payment

1. COUNTY's obligation to contribute its Tax Increment Payment to the Tax Increment Fund, as provided in Section IV.A of this Agreement, shall accrue as the COUNTY collects its Tax Increment. The Parties hereto agree that all ad valorem property taxes collected each year by the COUNTY that are attributable to real property in the ZONE shall first constitute taxes on the Tax Increment Base and after the total amount of taxes on the Tax Increment Base have been collected, then the remaining ad valorem taxes collected shall constitute the Tax Increment. COUNTY agrees to deposit its first Tax Increment Payment to the Tax Increment Fund for tax year 2009 by the later of May 1st, 2010 or 30 days after the full execution and delivery of this Agreement by all Parties. The amount of the first Tax Increment Payment shall be based on the Tax Increments that were received up to January 31, 2010, but only for tax year 2009 beginning January 1, 2009. For subsequent payments, the COUNTY agrees to contribute its yearly Tax Increment Payment to the Tax Increment Fund annually not later than the 90th day after the delinquency date for the COUNTY's property taxes (or the first business day thereafter) following the end of each tax year. The amount of each Tax Increment Payment shall be based on the Tax Increments that are received up to January 31st following the end of the tax year, but which have not been previously deposited in the Tax Increment Fund, during the annual periods preceding each deposit date. Under no circumstances shall the COUNTY be

required to participate in the ZONE with taxes attributable to periods after 2033.

2. One month prior to a payment required under Section IV.B. of this Agreement, the CITY shall provide to the COUNTY an updated fact sheet that includes detail as to what portion of the Project has been completed to date, a schedule of what portion of the Project is to be completed in the following year and a current roster of the ZONE's board members, including the term of each board member, the entity that appointed the board member and the date for the next annual meeting. In addition to and as part of the CITY's fact sheet, the CITY shall supply the COUNTY with all information as required under section 311.016 of the Texas Tax Code on or before the 90th day following the end of the fiscal year of the CITY.

3. Pursuant to Chapter 311 of the Texas Tax Code, in the event there is a conflict between the Parties in regards to the amount of the Tax Increment owed by the COUNTY, the Hidalgo County Auditor will make the final determination as to the amount of any Tax Increment owed by the COUNTY under this Agreement. The annual Captured Appraised Value for the real property contained within the ZONE shall be determined by the Hidalgo County Appraisal District on the assessed appraised values and the Hidalgo County Tax Offices' verification of collections in regards to the real property contained with the ZONE.

4. Any delinquent deposit by the COUNTY of a Tax Increment Payment under this Agreement shall be administered as provided in Section 311.013(c) of the Texas Tax Code, which states as follows:

> "A taxing unit shall make a payment required by the Subsection (b) [Tax Increment Payment], not later than the 90th day after the delinquency date for the unit's property taxes. A delinquent payment incurs a penalty of five percent of the amount delinquent and accrues interest at an annual rate of ten percent."

The Parties expressly agree that the COUNTY shall not owe any penalty or interest on Tax Increments attributable to taxes that have been levied, but not received by the COUNTY. Further, the COUNTY shall not be liable for the payment of any penalties or interest if the fact sheet required under section IV.B.2 and the report required under section §311.016 of the Texas Tax Code is not timely submitted to the COUNTY or in any situation in which the CITY is not obligated to pay penalties and interest.

5. The CITY agrees to comply with the Project Plan. The CITY and the ZONE agree to provide prior written notice to all Participating Taxing Entities of a proposed material change (by which is meant any change that would constitute at least a twenty percent (20%) increase or decrease in either the Project Cost or the scope and scale of the Project) to the Project Plan; provided that any change that is not approved by the COUNTY shall not change the amount of Tax Increment Payments due from the COUNTY. The CITY shall have the right to amend and modify the Project Plan without providing prior written notice to the Participating Taxing Entities so long as such amendment or modification does not constitute a material change.

6 If the CITY materially breaches this Agreement, then a Participating Taxing Entity may provide written notice to the CITY and the ZONE (with a copy to any other Participating Taxing Entity still contributing Tax Increment Payments) stating its intent to terminate its participation in the Zone and detailing its objection(s) or concern(s). If the objections and/or concerns, as set out in the notice, are not resolved within 90 business days from the date of such notice, then COUNTY may discontinue its Tax Increment Payments and terminate its participation in the ZONE.

7

7. Except for contributing its respective Tax Increment Payments to the Tax Increment Fund as set out in this Agreement, the COUNTY shall not have any obligation or responsibility for any costs or expenses associated with the development of the ZONE or the implementation of the Project Plan, including, without limitation, any obligation to pay or repay any bond or other debt issued by another Participating Taxing Entity, the ZONE or the ZONE BOARD relating to the ZONE or any costs associated with the operation of ZONE, the Project or any other projects relating thereto.

8. Notwithstanding anything herein to the contrary, the COUNTY's total Tax Increment Payment to the Tax Increment Fund over the term of the ZONE shall not exceed nine million, eight hundred fifty six thousand, seven hundred thirty three dollars ($9,856,733.00), plus any applicable penalty and/or interest allowed in section 311.013 of the Tax Code, subject to the limitations on Section IV (b) (4).

9. The County agrees to participate at one hundred percent (100%) of its COUNTY Maintenance and Operation (M&O), as defined in section II.15, tax rate equal to $0.5191 per $100 valuation on the Captured Appraised Value. In the event that the COUNTY M&O tax rate is less than $0.5191 per $100 valuation on the captured appraised value during any of the years 2009 through 2033, then the maximum tax increment paid by the COUNTY into the Tax Increment Fund shall not exceed the designated percentage of the total amount of taxes collected by the COUNTY at the actual M&O tax rate during the year the COUNTY tax rate is less than $0.5191 per $100 valuation. In the event that the COUNTY M&O tax rate is greater than $0.5191 per $100 valuation on the captured appraised value during any of the years 2009 through 2033, the COUNTY shall retain all taxes collected above the maximum amount of tax increment deposited in the Tax Increment Fund at the designated percentage of the COUNTY'S M&O contribution equal to a tax rate of $0.5191 per $100 valuation on the captured appraised value.

10. County taxes that are delinquent for more than five years will be considered uncollectible and shall not be included in the tax increment payment.

C. Management of the ZONE

1. The ZONE shall in all respects be managed by the ZONE BOARD, including the Director appointed by the COUNTY. The ZONE BOARD shall have all powers allowed under Chapter 311 of the Texas Tax Code to manage the ZONE and carry out the Project and Finance Plan. The Participating Taxing Entities, during the term of this Agreement, may inspect the Project site and review Project plans and drawings at times and intervals that will not interfere with ongoing operations.

2. The ZONE BOARD shall be composed of five (5) members, as allowed under Section 311.009(b) of the Texas Tax Code. The COUNTY shall have the right to appoint one member of the ZONE BOARD.

D. Expansion of the ZONE

Notwithstanding anything to the contrary contained herein, the obligation of the COUNTY to participate in the ZONE is limited to the description of the ZONE in Exhibit "B" attached hereto and is subject to the terms of this Agreement. The COUNTY's participation shall not extend to the Tax Increment on any additional real property added to the ZONE by the CITY unless the COUNTY approves such participation in writing.

V. RIGHTS AND OBLIGATIONS OF CITY AND ZONE

A. Tax Increment Participation by the CITY

Subject to the terms of this Agreement and the City agrees to participate in the ZONE by contributing to the Tax Increment Fund one hundred percent (100%) of its Tax Increment each year during the term of this Agreement, beginning with the 2009 tax year. The CITY's contributions to the Tax Increment Fund shall end when the CITY has contributed the maximum total contribution provided for herein or when it has contributed all Tax Increments attributable to periods before the ZONE termination date in 2033, whichever occurs first. Notwithstanding anything herein to the contrary, the total CITY Tax Increment Payments over the term of the ZONE shall not exceed eleven million, two hundred thirty seven thousand, six hundred twenty three dollars ($11,237,623).

B. Tax Increment Payment

1. The CITY's obligation to contribute its Tax Increment Payment to the Tax Increment Fund as provided above in Section V of this Agreement shall accrue as the CITY collects its Tax Increment. The CITY agrees to deposit its first Tax Increment Payment to the Tax Increment Fund for tax year 2009 by April 30, 2010. The amount of the first Tax Increment Payment shall be based on the Tax Increments that were received through January 31, 2010, but only for the tax year 2009 beginning January 1, 2009. For subsequent Tax Increment Payments, the CITY agrees to contribute its Tax Increment Payment to the Tax Increment Fund semi-annually on or before March 10th and August 10th (or the first business day thereafter) of each tax year. Any delinquent deposit of a Tax Increment Payment by the CITY under this Agreement shall be administered as provided in Section 311.013(c) of the Texas Tax Code (or its successor provision).

2. The COUNTY, the CITY and the ZONE expressly agree that the COUNTY and the CITY shall not owe any interest on Tax Increments that have been levied, but not received by the COUNTY or the CITY by the delinquency dates specified herein.

C. Financing of Project Costs

Each Participating Taxing Entity shall participate in the payment of Project Costs only to the extent described herein. The CITY and the ZONE shall be entitled to enter into any other agreements for the CITY or the ZONE to pay Project Costs and other reasonable expenses from the Tax Increments paid into the Tax Increment Fund without the consent of any other Participating Taxing Entity, but they will provide notice of such agreement(s) to each Participating Taxing Entity.

D. Disbursement of Funds in the Tax Increment Fund

1. Each Participating Taxing Entity agrees the ZONE BOARD shall administer the Tax Increment Fund on behalf of the ZONE, pursuant to Ordinance No. 29-12-08 passed and approved by City Council of the CITY on December 16, 2008. No funds shall be disbursed from the Tax Increment Fund without the prior written approval of the ZONE BOARD, and notice of use and disbursement of funds by the ZONE shall be given at least annually to the COUNTY.

2. The parties agree and understand that under no circumstances shall Administrative Costs, in the aggregate, exceed the amount set out and described in Section II.1 above.

3. In addition to Project Costs and any other allowable costs, the CITY and ZONE represent and warrant that they will use funds in the Tax Increment Fund to pay annual expenditures in the following order or priority of payment: (i) payment of any debt service on any Bonds issued with respect to the ZONE under Section 311.015 of the Texas Tax Code; and (ii) to reimburse eligible initial startup Administrative Costs incurred by each Participating Taxing Entity, except that if there are insufficient funds for the full reimbursement of Administrative Costs to each Participating Taxing Entity, then the Administrative Costs of each Participating Taxing Entity shall be reimbursed on a pro rata basis based on each taxing entity's total tax increment payment to the ZONE. No funds will be paid from the Tax Increment Fund to a Participating Taxing Entity for its financial or legal services incurred in any dispute arising under this Agreement with another Participating Taxing Entity or Participating Taxing Entities.

VI. TERM AND TERMINATION

A. Agreement Term and Termination

This Agreement shall become effective as of the last date of execution by the Parties hereto, and shall remain in effect until December 31, 2033, unless earlier terminated as provided herein (the "Agreement Term"). Subject to the terms of this Agreement, the COUNTY agrees to participate under this Agreement, beginning with the 2009 tax year and ending in accordance with the terms provided herein. Notwithstanding anything to the contrary contained in this Agreement, the Parties agree and understand that the COUNTY's Tax Increment Payments will not be made after December 31, 2033.

B. Early Termination

Neither the CITY nor the ZONE BOARD shall take any action to terminate the ZONE earlier than the duration of the ZONE as specified herein.

C. Disposition of Tax Increments

Upon expiration or termination of the ZONE and after all bonds have been paid and all reimbursements have been made, any money remaining in the Tax Increment Fund shall be paid to the Participating Taxing Entities on a pro rata basis in accordance with Section 311.014(d) of the Texas Tax Code, or any successor thereto. Accounting to determine the pro rata distribution of remaining funds to the respective taxing entities shall be conducted according to generally accepted accounting principles, and shall be subject to review and audit by the COUNTY upon reasonable request. In the event a discrepancy occurs between the reviews conducted by the CITY and COUNTY, said dispute will be resolved by the respective audit offices of the CITY and COUNTY. In the event the dispute cannot be resolved it shall be submitted to mediation under the rules of the American Mediation Association with a mediator agreed upon by the County Judge of the COUNTY and the Mayor of the CITY.

VII. MISCELLANEOUS

A. Understanding

Any and all costs incurred by the CITY are not, and shall never become, general obligations or debt of any Participating Taxing Entity other than CITY. With respect to the CITY's costs, only eligible Project Costs and other allowable expenses under applicable law, if any, incurred by the CITY

shall be payable from the Tax Increment Fund in the manner and priority provided in this Agreement and only to the extent that funds become available in the Tax Increment Fund. The Parties agree and understand that under no circumstance shall the eligible costs exceed the maximum specified in the final finance plan passed and approved in accordance with Ordinance No. 08-04-09 dated April 05, 2009. The CITY and the COUNTY are not obligated above and beyond what is actually collected as tax increment funds.

B. Severability

In the event any term, covenant or condition herein contained shall be held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant or condition herein contained.

C. Entire Agreement

This Agreement merges the prior negotiations and understandings of the Parties hereto and embodies the entire agreement of the Parties. There are no other agreements, assurances, conditions, covenants (express or implied), or other terms with respect to the covenants, whether written or verbal, antecedent or contemporaneous, with the execution hereof.

Upon the occurrence of any event that allows the CITY to terminate hereunder, the COUNTY shall have the right to withhold tax increment payments under this Agreement until such time as such event is cured, and the COUNTY shall not incur any penalties or interest with respect to any such withheld payments notwithstanding any provision herein to the contrary. With respect to the COUNTY's obligations, to the extent there is any discrepancy between this Agreement and any exhibit hereto, the terms of this Agreement shall control.

D. Written Amendment

This Agreement may be changed or amended only by a written instrument duly executed on behalf of each Party hereto. All Parties to this Agreement understand and recognize that only the City Council of CITY and only the Commissioners Court of the COUNTY have authority to approve a change or amendment to this Agreement on behalf of the CITY or the COUNTY, respectively.

E. Notices

All notices required or permitted hereunder shall be in writing and delivered by personal delivery, facsimile or United States Postal Service (certified mail, return receipt requested) and addressed to the respective other Party at the address prescribed in Section I of this Agreement, or at such other address as the receiving Party may have theretofore prescribed by notice to the sending Party. Such notices shall be deemed delivered the earlier of: (i) when actually received by personal delivery or facsimile if received during normal business hours and on the next business day if received after normal business hours; or (ii), if sent by the United States Postal Service, on the date indicated by the United States Postal Service on the return receipt as the date on which it was received by the respective other Party.

F. Non-Waiver

Failure of any Party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, or to enforce by any appropriate remedy, strict

compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

G. Assignment

All Parties to this Agreement understand and recognize that only the City Council of the CITY and only the Commissioners Court of the COUNTY have authority to approve a delegation or assignment of the COUNTY's or the CITY's rights in this Agreement on behalf of the CITY or the COUNTY, respectively.

H. Successors

This Agreement shall bind and benefit the Parties and their legal successors or assigns. This Agreement does not create any personal liability on the part of any trustee, officer, owner, partner, principal, employee, elected official or agent of a Party to this Agreement.

I. Project Plan

The COUNTY acknowledges that it was provided with a copy of the initial preliminary finance plan for review and comment before the Project Plan was finalized and approved by the City Commission of the CITY. The Parties agree a material change to the Project Plan shall not apply to the COUNTY unless the COUNTY approves the amendment as provided herein if such amendment to the Project Plan (i) has the effect of directly or indirectly increasing the percentage or amount of Tax Increment to be contributed by the COUNTY to the Tax Increment Fund; or (ii) increases or reduces the geographical area of the ZONE set forth in the Project Plan.

J. Access to Financial Information

The ZONE agrees to conduct or to cause to be conducted, at a minimum, an annual financial review, a copy of which will be provided to the COUNTY. Furthermore, each Party to this Agreement shall have reasonable access to financial information and audit reports regarding the operation of the ZONE, contribution of Tax Increment Payments to the Tax Increment Fund, and expenditures from the Tax Increment Fund for Project Costs. In addition, the CITY agrees, during the term of this Agreement, to prepare and deliver an annual report to the COUNTY in accordance with Section 311.016 and 311.0101(c), Texas Tax Code. The COUNTY shall have the right to withhold or delay payments to the Tax Increment Fund until such time as it has received the financial report from the CITY for the applicable tax year, and shall not incur any penalties or interest with respect to any such withheld of delayed payments notwithstanding any provision herein to the contrary.

K. ZONE Designation

The CITY represents that its designation of the ZONE meets the criteria of Section 311.005(a), Texas Tax Code.

IN WITNESS HEREOF, the CITY OF ALAMO; HIDALGO COUNTY AND TAX INCREMENT REINVESTMENT ZONE NUMBER ONE (1), CITY OF ALAMO, TEXAS have made and executed this Agreement in triplicate originals on this _____day of _____, 2009.

CITY OF ALAMO

_____

City Manager

ATTEST/SEAL:

_____

City Secretary

HIDALGO COUNTY

By: _____
J.D. Salinas
County Judge

ATTEST/SEAL:

_____
Arturo Guajardo, Jr.
County Clerk

APPROVED AS TO FORM FOR HIDALGO COUNTY:

By: _____
Stephen L. Crain
Atlas & Hall, L.L.P

REINVESTMENT ZONE NUMBER ONE,
CITY OF ALAMO, TEXAS

_____
Presiding Officer

Exhibit A
City of Hidalgo Tax Increment Reinvestment Zone # 1
Project Plan and Financing Plan

Exhibit B
City of Alamo Ordinance No. 29-12-08

AI-18565 **20.B.**

Appointment to HCESD #2

CC REGULAR

Date:	11/17/2009
Submitted By:	Noe Montez, COMM. PCT. #1
Submitted For:	Commissioner Sylvia S. Handy
Department:	COMM. PCT. #1
Agenda Category:	Precinct #1

Information

CAPTION

Requesting approval to appoint Mr. David Rodriguez to the Hidalgo County Emergency Services District #2.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Link: HCESD #2

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/13/2009 04:20 PM	APRV
2	Ivan Cantu	Ivan Cantu	11/13/2009 04:24 PM	APRV
3	Auditor's Office		11/13/2009 05:15 PM	NEW

Form Started By: Noe Montez — Started On: 11/13/2009 04:09 PM

Final Approval Date: 11/13/2009



Hidalgo County Emergency Services District #2

PO Box 1136 Elsa, Texas 78543 (956) 973-7875 office

November 13, 2009

Honorable Sylvia S. Handy, Commissioner
1902 Joe Stephens Avenue
Weslaco, Texas 78596

Re: Board Member Removal & Replacement

Dear Commissioner Handy,

Please be advised of the following:

For your review, comments and concerns, attached, please find correspondence from Mr. Fernando Saenz, Attorney for ESD#2 in connection to two (2) Board Members and their lack of participation at ESD meetings.

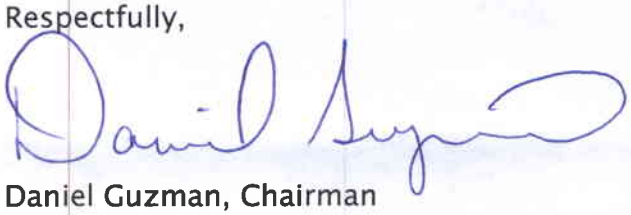
The letter specifies that: **1) Mr. Gregorio Trevino, Jr. (Board Member),** has missed more then three (3) consecutive meetings in a row and has not participated with the District Board in over a year; and **2) Mr. Jorge Salinas (Board Member),** also lacks participation in most of the meetings this past year, however, much to his credit he attended the last months meeting and promised that he would be more active in the future.

However, at this time, I, am hereby respectfully requesting, that you please make arrangements to replace Board Member **(Gregorio Trevino, Jr.),** thus, "lack of participation" and "attendance" and proceed to appoint a new board member. At this time I would like for you to take into consideration my recommendation in selecting a resident of the district that I have known for over twenty (20) years. This individual is very interested in serving in our community and has expressed on various occasions his interest in serving in our ESD board. The name of the candidate I am referring to is: **Mr. David Rodriguez.**

Thank you in advance for your prompt attention, consideration and cooperation to this important matter and request.

Should you require further information or may have any questions, please advise.

Respectfully,



Daniel Guzman, Chairman
Hidalgo County Emergency Services District #2

Law Office of Fernando Sáenz

200 E. Pike Boulevard
Weslaco, Texas 78596

February 27, 2009

VIA Hand Delivery

Sylvia Handy
County Commissioner, Precinct 1
1902 Joe Stephens Ave.
Weslaco, TX 78596

RE: Status of Board Members of Hidalgo County ESD #2

I have been requested by a member of the above named Board to bring to your attention a concern regarding attendance at Board meetings by Board Members Gregorio Trevino and Jorge Salinas. Both have failed to attend at least half of the meetings over the past year as required by Health and Safety Code Section 775.042 although Mr. Salinas' attendance has been more consistent in the recent months. In addition, it has also been brought to my attention that these same two board members have failed to receive various mandatory training for board members. The HCESD #2 Board has not yet taken formal action against these members, but it intends to take such action soon if the situation does not improve.

As such, the Board wishes to bring this to your attention, so you may attempt to resolve this situation informally should you so desire. If you can convince these Board Members to voluntarily resign their positions, it will spare the HCESD #2 Board and Hidalgo County the expense and embarrassment of going through the formal removal and appeal process.

I look forward to speaking with you regarding this matter. Please feel free to contact me at the number on this letterhead or on my cell phone at 497-3100. I look forward to a quick resolution to this matter.

Sincerely yours,

LAW OFFICE OF FERNANDO SAENZ

FERNANDO SAENZ
General Counsel
Hidalgo County Emergency Services District #2

xc: Danny Guzman, Chairman of the Board

(956) 968-3100 Phone **fernandosaenzattorney@hotmail.com** **(956) 968-3400 Fax**

AI-18549 **21.A.1.**

Inter-Departmental Transfer for LJ and Cesar Chavez Drainage Projects
CC REGULAR

Date: 11/17/2009
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Category: Budget and Management

Information

CAPTION

Pct. #2 CO 2009 Series (1339):
Approval of 2009 interdepartmental transfers within Certificate of Obligations Series 2009, from the Precinct 2 Drainage Improvement Project (program 034) into L J Drainage Project, (program 038) for ROW in the amount of $20,000.00 and into Cesar Chavez Drainage Project, (program 039) for ROW in the amount of $150,000.00.

BACKGROUND

Pay-Memo's from Right of Way Department

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-122-0XX-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding available in the amount of $250,000.00 as of 11/12/2009
9-1339-431-00-122-034-0-748------>9-1339-431-00-122-038-0-711 in the amount of $20,000.00
9-1339-431-00-122-034-0-748------>9-1339-431-00-122-039-0-711 in the amount of $150,000.00

Attachments

Link: Inter-Dept Transfer for LJ Drainage Project
Link: Inter-Dept Transfer for Cesar Chavez Drainage Project
Link: Parcel #19-LJ Drainage
Link: Parcel #2 Cesar Chavez Drainage

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/13/2009 08:35 AM	APRV
2	Roland Garcia	Rolando Garcia	11/13/2009 01:14 PM	APRV
3	Auditor's Office		11/13/2009 05:15 PM	NEW
Form Started By: Yolanda Cisneros			Started On: 11/12/2009 05:14 PM	

DATE: November 12, 2009

2009
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.2
CO 2009 Pct2 Drain Improvement

ACCOUNT NUMBER: 9-1339-431-00-122-XXX-0-XXX

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

Contact: Yoli Cisneros
Ph#: 956-787-1891 Ext. 2002

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
9-1339-431-00-122-034-0-748	CO2009 PCT2 DRAIN IMPRV- OTHER EQUIPMENT	(20,000.00)
9-1339-431-00-122-038-0-711	CO2009 Pct2 Drain Improv. L J Drainage - ROW	$20,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Transfer from CO 2009 PCT2 DRAIN IMPROVEMENTS-OTHER STRUCTURES to LJ Drainage Project for closing of parcel #19 for Edwin J. Obst and Annie Obst.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

DATE: November 12, 2009

2009
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.2
CO 2009 Pct2 Drain Improvement

ACCOUNT NUMBER: 9-1339-431-00-122-XXX-0-XXX

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

Contact: Yoli Cisneros
Ph#: 956-787-1891 Ext. 2002

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
9-1339-431-00-122-034-0-748	CO2009 PCT2 DRAIN IMPRV- OTHER EQUIPMENT	(150,000.00)
9-1339-431-00-122-039-0-711	CO2009 Pct2 Drain Improv. Cesar Chavez Drainage - ROW	$150,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Transfer from CO 2009 PCT2 DRAIN IMPROVEMENTS-OTHER STRUCTURES to Cesar Chavez Drainage Project for closing of parcel #2 for Oscar Santos.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

JOSE N. PEÑA
Director

PAY-MEMO

To: Hidalgo County Precinct II
Attn: Yolanda Cisneros

From: Lupe Rodriguez, ROW Agent
Hidalgo County Right of Way Department

Date: October 30, 2009

Re: L J Drainage Project Parcel # 19
Edwin J. Obst and Annie Obst

==========

Ms. Yolanda Cisneros,

Attached please find a copy of the unrecorded deed with signed and sealed survey metes & bounds, appraisal, a 1099S form signed by Edwin J. Obst and Annie Obst, and the settlement statement on the above-mentioned parcel. We are requesting a check in the amount of $ 15,481.54 paid to Valley Land & Title Co. for the portion of right of way being acquired, closing costs and Title Policy from account number 038-0-711. The Original deed will be held by the title company and recorded as soon as payment to the Title Company is processed.

PLEASE HAVE YOUR OFFICE HOLD THE CHECK

Should you have any questions, please contact our office at 956-283-8134.

Approved _____
Commissioner Hector "Tito" Palacios

Jose N. Pena – HCROW, Director

9-1339-431-00-122-038-0-711

INVOICE RECEIVED BY:
Esmeralda Molina ON 11-5-09
GOODS/SERVICES RECEIVED BY:
Hector Palacios ON 10-30-09

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

JOSE N. PEÑA
Director

PAY-MEMO

To: **Hon. Hector "Tito" Palacios, Commissioner**
Hidalgo County Precinct No. 2
Attn: Yoli Cisneros, A/P Clerk

From: **Danny Guzman, ROW Agent** D.S.
Hidalgo County Right of Way Department

Date: **October 22, 2009**

Re: **Cesar Chavez Drainage Project**
Parcel #2 – Oscar Santos

==========

Commissioner Palacios,

Attached, please find a copy of the unrecorded deed, a copy of appraisal report, and a signed copy of 1099-S form by landowner on the above mentioned project. A check in the amount of $142,380.00 should be made payable to Oscar Santos. The Original deed will be held by the Right of Way Department and recorded as soon as payment to the landowner is processed.
Please hold check for agent to pick up.

Commissioners Court approved this project for acquisition on September 09, 2008.

Should you have any questions or concerns, please feel free to contact me at (956) 283-8134 or on my cell (956) 720-3115.

Thank you for your prompt attention and cooperation to this matter.

Approved_____
Hector "Tito" Palacios, Commissioner

Approved Joe N. Pena
Jose N. Pena, ROW Director

INVOICE RECEIVED BY:
Esmeralda Molina ON 10-22-09
GOODS/SERVICES RECEIVED BY:
Hector Palacios ON 10-22-09

509 E. Earling Rd. ★ San Juan, Texas 78589 ★ (956) 283-8134 ★ Fax (956) 283-8402

AI-18492 **21.A.2.**

Inter-Departmental Transfer for purpose of sewer service lines for Esperanza Estates Subdivision

CC REGULAR

Date:	11/17/2009
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	Budget and Management

Information

CAPTION

Pct. #2 R&B (1202):
Approval of 2009 interdepartmental transfer within Precinct #2 fund (1202) from R&B (program 006) to Border Colonia Access Program Project Round III-Esperanza Estates Subdivision (program 262) in the amount of $3,000.00.

BACKGROUND

Please note this is not a allowable expense through BCAP Round III accounts.

*Relocation of (5) sewer service lines.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1202-431-00-122-XXX-0-XXX

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

BUDGETARY IMPACT:

Funding available in the amount of $11,676.00 as of 11/10/2009
9-1202-431-00-122-006-0-890---->9-1202-431-00-122-262-0-731 in the amount of $3,000.00

Attachments

Link: MHWSC Invoice

Link: Inter-Departmental Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/10/2009 01:05 PM	APRV
2	Roland Garcia	Rolando Garcia	11/12/2009 02:37 PM	APRV
3	Auditor's Office		11/13/2009 05:15 PM	NEW

Form Started By: Yolanda Cisneros — Started On: 11/10/2009 11:20 AM

Final Approval Date: 11/13/2009

MILITARY HIGHWAY
WATER SUPPLY CORP.
MHWSC

Date: November 5, 2009

Mr. Agapito Vargas
Executive Director
Hidalgo County Border Colonias Access Program
301 East State
Pharr, Tx 78577

Re: Sewer Service Adjustments for Project Number:C-CSAP-09-288-08-04

Mr. Vargas;

I have calculated the cost to adjust five (5) sewer services that are in conflict with your project number:C-CAP-09-288-08-04. I will still need to go do a field survey and determine if services can be adjusted. In the case that a service cannot be adjusted a conflict manhole will have to be installed.

Estimate:

1. Adjust existing 4" sewer service crossing and compaction/caliche $600.00 each

$600.00 x 5 sewer services in conflict = **$3,000.00 total**

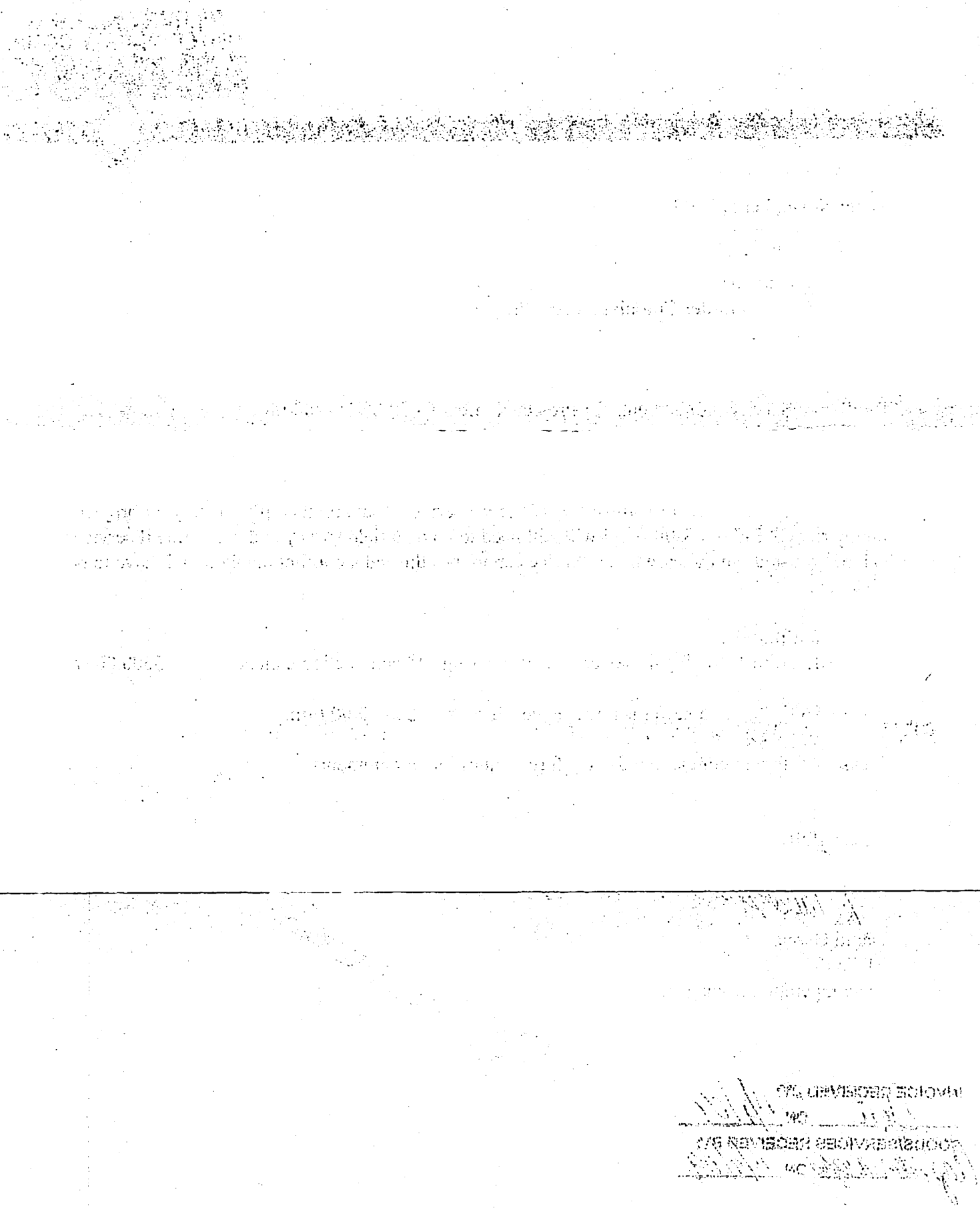
Please feel free to contact me for any further question or comments.

Respectfully,

David Garcia
MHWSC
Field Operation Manager

INVOICE RECEIVED BY: _____ ON 11/9/09
GOODS/SERVICES RECEIVED BY: Agapito Vargas ON 11/9/09

PO Box 250 • Progreso, Texas 78579
Phone (956) 565-2491 • Fax (956) 565-9471



DATE: November 10, 2009

2009
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.2

ACCOUNT NUMBER: 9-1202-431-00-122-XXX-0-XXX Road & Bridge

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

Contact: Yoli Cisneros
Ph#: 956-787-1891 Ext. 2002

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
9-1202-431-00-122-006-0-890	PCT2 P/U RD-OTHER	(3,000.00)
9-1202-431-00-122-262-0-731	PCT2 P/U RD/ESPERANZA ESTATES SUBDIVISION-ROADS	$3,000.00
	TOTAL BUDGET INCREASE (DECREASE)	

REASON:
Transfer from PCT2 ROAD & BRIDGE to BCAP ROUND III, Esperanza Estates Subdivision Project for the purpose to relocate sewer service lines for the road project.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-18540 **21.A.3.**

BCAP Inter-departmental transfer

CC REGULAR

Date:	11/17/2009
Submitted By:	Norma Ceballos, COMM. PCT. #3
Department:	COMM. PCT. #3
Agenda Category:	Precinct #3

Information

CAPTION

Pct. #3 BCAP (1311):
Approval of 2009 interdepartmental transfer from Barney Groves Subdivision (program 072) to Jessan Subdivision (program 350) in the amount of $140.69 to fund construction material testing expenses.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1311-431-00-123-072-0-334

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

BUDGETARY IMPACT:

Available balance as of 11/13/09 is $460.94.

Attachments

Link: Inter-dept

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/12/2009 03:49 PM	APRV
2	Perla Lopez	Perla Lopez	11/13/2009 10:55 AM	APRV
3	Auditor's Office		11/13/2009 05:15 PM	NEW

Form Started By: Norma Ceballos — Started On: 11/12/2009 02:24 PM

Final Approval Date: 11/13/2009

INTER-DEPARTMENTAL TRANSFER

DATE: November 12, 2009

DEPARTMENT HEAD: Joe M. Flores, Commissioner

DEPARTMENT NAME: Hidalgo County Precinct #3

ACCOUNT NUMBER: 9-1311-431-00-123-XXX-X-XXX

SUBJECT: **Inter-departmental Transfer/s (increase/decrease)**

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Inter-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM:		
9-1311-431-00-123-072-0-334	Barney Groves S/D - Eng.. & Arch. Srv.	**(140.69)**
TO:		
9-1311-431-00-123-350-0-339	Jessan S/D - Other Prof. Srv.	**$ 140.69**
	Total Budget (Increase/Decrease)	**0.00**

REASON: To cover expected expenses. For Construction Material Testing.

Department Head Signature

Date

Approved Commissioners' Court

Attest County Clerk

AI-18506 **21.A.4.**

Interdepartmental Transfer-Pct#4 Drainage Improvement Project(1339)

CC REGULAR

Date:	11/17/2009
Submitted By:	TONI MATA, COMM. PCT. #4
Department:	COMM. PCT. #4
Agenda Category:	Budget and Management

Information

CAPTION

Pct. #4 Drainage Improvement Projects C.O. 2009 Series (1339):
Approval of 2009 interdepartmental transfer within Certificate of Obligation Series 2009 from Precinct #4 Drainage Improvement Project (program 036) to San Carlos Drain (program 050) in the amount of $ 3,100.00 for payment of title reports for this project.

BACKGROUND

To cover other expenditures with this project and Invoice#91509A.

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 9-1339-431-00-124-0XX-0-XXX

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

BUDGETARY IMPACT:

From 036-0-890 to 050-0-733 in the amount of $3,100.00. Available balance in 890 is $136,189.97 as of 11/12/09.

Attachments

Link: tranfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/10/2009 03:23 PM	APRV
2	Manuel Chapa	Angela Garcia	11/12/2009 08:31 AM	APRV
3	Dale Kennan	Dale Kennan	11/12/2009 09:17 AM	APRV
4	Auditor's Office		11/13/2009 05:15 PM	NEW

Form Started By: TONI MATA — Started On: 11/10/2009 03:02 PM

Final Approval Date: 11/13/2009

DATE: November 10, 2009

2009
Transfer

DEPARTMENT HEAD: Oscar L. Garza Jr.

DEPARTMENT NAME: Hidalgo County Precinct No.4
CO 2009 Pct4 Drain Improvement

ACCOUNT NUMBER: 9-1339-431-00-124-036-0-890

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

Contact: Toni Mata
Ph#: 956-292-7000 Ext. 4024

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
From:		
9-1339-431-00-124-036-0-890	**CO2009 Pct4 Drain Improv.- Other**	**(3,100.00)**
To:		
9-1339-431-00-124-050-0-733	**CO2009 Pct4 San Carlos Drain-Dr. Ditches**	**$3,100.00**
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Transfer to cover other pending title reports in project.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

SOUTH TEXAS LAND INVESTIGATIONS

315 EAST McINTYRE STREET
EDINBURG, TEXAS 78541
PHONE (956) 383-1656
FAX (956) 380-0428
E-MAIL.: george@landtitleusa.com

INVOICE
NO. 91509A

Note: As per Mr. Jorge Lopez, Co. Txhd., the mere fact that he removed the title report for "# 1469163" County will not be invoiced at a later date.

DATE: September 15, 2009

Bill to: HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
C/O HIDALGO COUNTY RIGHT OF WAY DEPARTMENT
2401 Moorfield Road
Mission, Texas 78574

Project Name: [RE: "SAN CARLOS DRAIN PROJECT"]
[UNDER CONTRACT #C-09-032-02-24]

PURCHASE ORDER # 621843

For professional services rendered in connection with the preparation of the following Title Reports covering a portion of said project and being as follows to-wit:

REPORT #	OWNER:	
587058	JORGE GALVAN	$450.00
685104	FIKE FARMS, A PARTNERSHIP	$450.00
1456750	HIDALGO COUNTY DRAINAGE DISTRICT NO. 1	$450.00

Invoice Received By: _____ on 10/06/09
Goods/Services Received By: _____ on 9/15/09

9 1339-431-00-124-050 733-0-__
Pct.# 0604
Pur. Req.# 154609
P.O.# 621843

TOTAL AMOUNT DUE $1,350.00

HIDALGO COUNTY PCT. #4
RECEIVED BY
OCT 06 2009
DRAINAGE DEPT.
EDINBURG, TEXAS 78542

THANK YOU FOR GIVING US THE OPPORTUNITY TO SERVE YOU !
"ACCEPT CHALLENGES, SO THAT YOU MAY FEEL THE EXHILARATION OF VICTORY"

AI-18548 **21.A.5.**

BCAP Inter-LIT El Charro No. 2 Subdivision Pct. No. 2

CC REGULAR

Date:	11/17/2009
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Budget and Management **Purchasing only:** CAP Pct.2

Information

CAPTION

BCAP (1311):
Approval of 2009 interdepartmental transfer from BCAP Roadrunner Subdivision program(620) to BCAP El Charro No. 2 Subdivision program(240) in the amount of $29,722.41 to fund completion of project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 9-1311-431-00-122-620-0-734

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

BUDGETARY IMPACT:

available balance of $38,768.45 as of 11/13/09.

9-1311-431-00-122-620-0-734-->9-1311-431-00-122-240-1-733 = $29,722.41

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/13/2009 08:20 AM	APRV
2	Roland Garcia	Rolando Garcia	11/13/2009 10:13 AM	APRV
3	Auditor's Office		11/13/2009 05:15 PM	NEW

Form Started By: Marcie Jackson Started On: 11/12/2009 04:58 PM

Final Approval Date: 11/13/2009

DATE: November 12, 2009

2009
Transfer

DEPARTMENT HEAD: Agapito Vargas

DEPARTMENT NAME: Border Colonia Access Program for BCAP-Precinct 2 (1311)

AI-18548 11/17/09

ACCOUNT NUMBER: 9-1311-431-00-122-620-0-734

Contact: Marcie Jackson **Ph#:** 787-1891 Ext. 2010

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

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following 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
9-1311-431-00-122-620-0-734	ROADRUNNER #2-SUBDIVISION STREETS	$ (29,722.41)
9-1311-431-00-122-240-1-733	EL CHARRO #2-DRAINAGE DITCHES	$ 29,722.41
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Transfer needed to fund drainage costs.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-18554 **21.B.1.**

Pct. 1-TXDOT interfund transfer from CO's 2006 (1336) to TXDOT (1315) for FM 88

CC REGULAR

Date:	11/17/2009
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT
Submitted For:	Noe Montez, Pct. 1
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Interfund Transfers

Information

CAPTION

Pct. #1-TXDOT (1315):
Approval of 2009 interfund transfer from Certificates of Obligation Series 2006 fund balance (fund 1336) to TXDOT-FM 88 (fund 1315, program #037) in the amount of $40,000.00 to fund project expenditures.

BACKGROUND

As requested by Noe Montez, Pct. 1, transfer is to fund legal fees (i.e. eminent domain cases) in relation to the FM 88 TXDOT project.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1315-431-00-121-037-0-841

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

BUDGETARY IMPACT:

interfund transfer from CO's 2006 (1336) fund balance to TXDOT FM 88 project in the amount of $40,000.00 to fund legal expenses in relation to eminent domain cases.

Funds available as of 11-13-09 in unreserved f/b.

Attachments

Link: TXDOT FM 88 interfund transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	11/13/2009 11:09 AM	APRV
2	Budget & Management	Erika Zamora	11/13/2009 11:22 AM	APRV
3	Erika Zamora	Erika Zamora	11/13/2009 03:23 PM	APRV
4	Auditor's Office		11/13/2009 05:15 PM	NEW

Form Started By: Ivan Cantu Started On: 11/13/2009 10:54 AM

Final Approval Date: 11/13/2009

DATE: November 13, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management for Pct. 1-TXDOT fund

ACCOUNT NUMBER: **9-1XXX-X91-01-000-X0X-0-XXX**

2009
Interfund Transfer

CONTACT PERSON: Ivan Cantu **PHONE:** 292-7025 ext. 5425

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
FROM:				
9-1336-491-01-000-315-0-	891	Transfers Out-	TXDOT Projects	40,000.00
TO:				
9-1315-391-01-000-336-0-	000	Transfers In-	Cert. of Oblig., 2006	40,000.00
9-1315-431-00-121-037-0-	841	TXDOT-FM 88-	Aid to Govt. Agency	40,000.00
		TOTAL BUDGET INCREASE (DECREASE)		**40,000.00**

REASON: Interfund transfer from CO's 2006 fund balance (1336) to TXDOT FM 88 (1315) project to fund legal expenses (eminent domain cases).

DEPARTMENT HEAD SIGNATURE

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

AI-18519 **21.B.2.**

Interfund transfer from Ref. Bonds, 1998 (1427) to Ref. Bonds, 2009 (1440)

CC REGULAR

Date:	11/17/2009
Submitted By:	Maria Medina, AUDITOR'S OFFICE
Submitted For:	Ray Eufracio
Department:	AUDITOR'S OFFICE
Agenda Category:	Auditor's Office

Information

CAPTION

Refunding Bonds, Series 2009 (1440):
Approval of 2009 interfund transfer from Refunding Bonds, Series 1998 fund balance (fund 1427) to Refunding Bonds, Series 2009 (fund 1440) in the amount of $33,798.43.

BACKGROUND

All bond principal and interest related to Refunding Bonds, Series 1998 (Fund 1427), have been paid.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1440-472-00-000-000-0-863

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

BUDGETARY IMPACT:

Interfund transfer from Refunding Bonds, Series 1998 fund balance (1427) to Refunding Bonds, Series 2009 (1440) in the amount of $33,798.43 to fund bond interest expenditures.

Funds available as of 11/13/09 in unreserved f/b.

Attachments

Link: Refunding Bonds

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/12/2009 09:08 AM	APRV
2	Erika Zamora	Erika Zamora	11/13/2009 03:40 PM	APRV
3	Ivan Cantu	Ivan Cantu	11/13/2009 03:50 PM	APRV
4	Auditor's Office		11/13/2009 05:15 PM	NEW

Form Started By: Maria Medina Started On: 11/12/2009 08:24 AM

Final Approval Date: 11/13/2009

DATE: November 10, 2009

DEPARTMENT HEAD: RAY EUFRACIO, CPA, HIDALGO COUNTY AUDITOR

DEPARTMENT NAME: HIDALGO COUNTY AUDITOR'S OFFICE

ACCOUNT NUMBER: VARIOUS

SUBJECT: Budget amendment increases(decreases) in accordance with §111.070(c)2 of the Local Government Code.

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	ACCOUNT NAME
9 -1427 -491 -01 -000 -440 -0 -891	TRANSFERS OUT-REF BONDS,2009	$ 33,798.43
9 -1440 -391 -01 -000 -427 -0 -000	TRANSFERS IN-REF BONDS,1998	33,798.43
9 -1440 -472 -00 -000 -000 -0 -863	REF BONDS,2009-BOND INTEREST	33,798.43
	Total Incr (Decr) in Fund Balance - 1427	$ (33,798.43)
	Total Incr (Decr) in Fund Balance - 1440	$ -

REASON: TRANSFER FUND BALANCE OF $33,798.43 FROM RETIRED DEBT SERVICE FUND 1427 TO FUND 1440

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

Hidalgo County

Balance Sheet Summary

Account No/Description		Beginning Balance	Current Balance	YTD Balance	Ending Balance
Fund 1427	**REFUNDING BONDS,SERIES 1998**				
9-1427-101-00-000-000-0-000	REF BONDS,1998-CASH	19,872.43	.00	13,926.00	33,798.43
9-1427-103-00-000-000-0-000	REF BONDS,1998-TIME DEPOSITS	.00	.00	.00	.00
9-1427-103-10-000-000-0-000	REF BONDS,1998-TIME DEP/FLEXICASH	.00	.00	.00	.00
9-1427-104-00-000-000-0-000	REF BONDS,1998-INTEREST RECEIVABLE	.00	.00	.00	.00
9-1427-105-00-000-000-0-000	REF BONDS,1998-TAXES RECV-CURRENT	53,129.60	.00	-53,129.60	.00
9-1427-105-10-000-000-0-000	REF BONDS,1998-RSRV UNCOLL TAXES-CURRENT	-8,657.42	.00	8,657.42	.00
9-1427-107-00-000-000-0-000	REF BONDS,1998-TAXES RECV-DELINQ	128,797.22	.00	-128,797.22	.00
9-1427-107-10-000-000-0-000	REF BONDS,1998-RSRV UNCOLL TAXES-DELINQ	-144,158.42	.00	144,158.42	.00
9-1427-130-01-000-100-0-000	DUE FROM/TO GENERAL FUND	13,733.88	.00	-13,733.88	.00
9-1427-130-01-000-247-0-000	DUE FROM/TO LAW LIBRARY	.00	.00	.00	.00
	Total Assets	**62,717.29**	**.00**	**-28,918.86**	**33,798.43**

Account No/Description	Beginning Balance	Current Balance	YTD Balance	Ending Balance
Fund 1427 REFUNDING BONDS,SERIES 1998				
9-1427-202-00-000-000-0-000 REF BONDS,1998-ACCOUNTS PAYABLE	.00	.00	.00	.00
9-1427-223-00-000-000-0-000 REF BONDS,1998-DEFERRED REVENUE	29,110.98	.00	-29,110.98	.00
Total Liabilities	**29,110.98**	**.00**	**-29,110.98**	**.00**
9-1427-270-00-000-000-0-000 REF BONDS,1998-BUDGETED FUND BALANCE	.00	.00	73,000.00	73,000.00
9-1427-253-00-000-000-0-000 REF BONDS,1998-FUND BALANCE	33,606.31	.00	.00	33,606.31
Total Equity	**33,606.31**	**.00**	**73,000.00**	**106,606.31**
9-1427-275-00-000-000-0-000 REF BONDS,1998-ESTIMATED REVENUES	.00	.00	-73,000.00	-73,000.00
9-1427-276-00-000-000-0-000 REF BONDS,1998-REVENUES	.00	.00	192.12	192.12
9-1427-271-00-000-000-0-000 REF BONDS,1998-APPROPRIATIONS	.00	.00	.00	.00
9-1427-272-00-000-000-0-000 REF BONDS,1998-EXPENDITURES	.00	.00	.00	.00
9-1427-273-00-000-000-0-000 REF BONDS,1998-ENCUMBRANCE CONTROL	.00	.00	.00	.00
9-1427-274-00-000-000-0-000 REF BONDS,1998-RESERVE FOR ENCUMBRANCES	.00	.00	.00	.00
Total Controls	**.00**	**.00**	**-72,807.88**	**-72,807.88**
Total Equity and Control	**33,606.31**	**.00**	**192.12**	**33,798.43**
Total Liabilities and Equity	**62,717.29**	**.00**	**-28,918.86**	**33,798.43**

*Fund is in Balance .00

0.*

33,606.31+

192.12+

002

33,798.43*

AI-18567 **21.C.1.**

County Clerks - Record Management Fund
CC REGULAR

Date: 11/17/2009
Submitted By: Sergio Cruz, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Budget Appropriations

Information

CAPTION

County Clerk's Record Management Fund (1237):
Approval of appropriation of funds to County Clerk's Record Management (003) in the amount of $50,000.00 for purchase of records management equipment.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1237-415-40-180-003-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Appropriation of funds in the amount of $50,000.00 available in unreserved fund balance as of 11/13/09. These expenditures are allowed, as per Texas Code of Criminal Procedure Chapter 102 & Texas Local Government Code Section 118.0216 b (2).

The use of General Funds (1100) will not be utilized, all necessary funds will be provided from County Clerk Record Management (1237) unreserved fund balance.

Attachments

Link: Appropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/13/2009 04:45 PM	APRV
2	Sylvia Solis	Sylvia Solis	11/13/2009 05:02 PM	APRV
3	Auditor's Office		11/13/2009 05:15 PM	NEW

Form Started By: Sergio Cruz Started On: 11/13/2009 04:36 PM

Final Approval Date: 11/13/2009

DATE: November 17, 2009

DEPARTMENT HEAD: RAUL SILGUERO

DEPARTMENT NAME: DEPARTMENT OF BUDGET AND MANAGEMENT
FOR COUNTY CLERK - RECORD MANAGEMENT

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
9-1237-415-40-180-003-0-748	CC REC MGMT-OTHER EQUIPMENT	50,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**50,000.00**

REASON: **TO FUND PURCHASE OF EQUIPMENT.**

DEPARTMENT HEAD SIGNATURE

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

AI-18531 **21.D.1.**

HIDTA Chapter 59 and Task Force - Revised salary schedules
CC REGULAR

Date:	11/17/2009
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	Nelda Olivarez
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Salary Schedule Changes

Information

CAPTION

a. HIDTA Chapter 59 (1251) (REF. AI#18530):
1. Approval of revised salary schedule.

b. HIDTA Task Force (1291) (REF. AI#18531):
1. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1251-412-00-270-011-0-XXX

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

BUDGETARY IMPACT:

Funds available from deleted position. REF AI-18530

FISCAL YEAR: 2009 **ACCT. #:** 9-1291-412-00-270-016-9-113

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

BUDGETARY IMPACT:

Funds available from deleted Administrative Assistant position. Funds to be transferred out to Accounting Services (AI-18543). REF AI-18531

Attachments

Link: Revised salary schedule- Chapter 59

Link: Revised Salary Schedule- Task Force

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	11/12/2009 03:41 PM	APRV
2	Budget & Management	Erika Zamora	11/12/2009 03:47 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	11/13/2009 03:12 PM	APRV
4	Auditor's Office		11/13/2009 05:15 PM	NEW

Form Started By: Sylvia Solis

Started On: 11/12/2009 11:32 AM

Final Approval Date: 11/13/2009

HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE

9-1251-412-00-270-011-0

HIDTA CHAPTER 59

AI - 18531
RE AI - 18530

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
G001	113	COMMANDER	13,125.00	7,725.00	20,850.00	0	0.00	(450.00)	20,400.00	20,400.00	193.45	0.00	0.00	0.00	0.00	20,593.00
G002	113	ASSISTANT DISTRICT ATTORNEY	18,367.00	1,959.00	20,326.00	0	0.00	(1,980.00)	18,346.00	18,346.00	804.60	0.00	0.00	0.00	0.00	19,329.00
G003	113	CRIMINAL INVESTIGATOR	13,086.00	69.00	13,155.00	0	0.00	(315.00)	12,840.00	9,575.00	74.41	0.00	0.00	0.00	0.00	9,649.00
G004	113	CRIMINAL INVESTIGATOR	12,496.00	2,297.00	14,793.00	0	0.00	0.00	14,793.00	14,793.00	0.00	0.00	0.00	0.00	0.00	14,793.00
G005	113	CRIMINAL INVESTIGATOR	12,496.00	2,297.00	14,793.00	0	0.00	0.00	14,793.00	14,793.00	85.73	0.00	0.00	0.00	0.00	14,879.00
G006	113	CRIMINAL INVESTIGATOR	12,496.00	2,297.00	14,793.00	0	0.00	(405.00)	14,388.00	14,388.00	0.00	0.00	0.00	0.00	0.00	14,388.00
G007	113	CRIMINAL INVESTIGATOR	12,496.00	2,297.00	14,793.00	0	0.00	(360.00)	14,433.00	14,433.00	150.56	0.00	0.00	0.00	0.00	14,584.00
G008	113	ASSISTANT COMMANDER	12,496.00	6,532.00	19,028.00	0	0.00	0.00	19,028.00	19,028.00	0.00	0.00	0.00	0.00	0.00	19,028.00
G009	113	ACCOUNTANT	12,150.00	1,700.00	13,850.00	0	0.00	(450.00)	13,400.00	13,400.00	180.12	0.00	0.00	0.00	0.00	13,580.00
G010	113	INTELLIGENCE RESEARCH SPECIALIST	2,000.00	0.00	2,000.00	0	0.00	7,500.00	9,500.00	9,500.00	0.00	0.00	0.00	0.00	0.00	9,500.00
G011	113	ADMINISTRATIVE ASSISTANT	3,500.00	7,350.00	10,850.00	0	0.00	(405.00)	10,445.00	10,445.00	162.36	0.00	0.00	0.00	0.00	10,607.00
G012	113	LEGAL ASSISTANT	6,720.00	3,780.00	10,500.00	0	0.00	(540.00)	9,960.00	9,960.00	215.80	0.00	0.00	0.00	0.00	10,176.00
T014	122	CLERK TYPIST	7,200.00	895.00	8,095.00	0	0.00	0.00	8,095.00	8,091.00	0.00	0.00	0.00	0.00	0.00	8,091.00
G015	113	CRIMINAL INVESTIGATOR	0.00	51,765.00	51,765.00	0	0.00	0.00	51,765.00	42,000.00	0.00	0.00	0.00	0.00	0.00	42,000.00
G016	113	CRIMINAL INVESTIGATOR	0.00	51,765.00	51,765.00	0	0.00	0.00	51,765.00	48,500.00	720.00	0.00	0.00	0.00	0.00	49,220.00
G017	113	CRIMINAL INVESTIGATOR	0.00	51,765.00	51,765.00	0	0.00	0.00	51,765.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
G018	113	CRIMINAL INVESTIGATOR	0.00	51,765.00	51,765.00	0	0.00	0.00	51,765.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		DELETE THE FOLLOWING:														
~~G019~~	~~113~~	~~LEGAL ASSISTANT~~	~~0.00~~	~~20,000.00~~	~~20,000.00~~	~~0~~	~~0.00~~	~~0.00~~	~~20,000.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~
G020	113	DEPUTY CONSTABLE STEP II	0.00	20,300.00	20,300.00	0	0.00	(635.00)	19,665.00	19,665.00	0.00	0.00	0.00	0.00	0.00	19,665.00
		PROPOSED POSITION:														
G021	**113**	**CLERK**	**0.00**	**20,000.00**	**20,000.00**		**0.00**	**0.00**	**20,000.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
			138,628.00	286,558.00	425,186.00		0.00	1,960.00	427,146.00	287,317.00	2,587.03	0.00	0.00	0.00	0.00	290,082.00

1. Approval to delete one (1) vacant regular full-time Legal Assistant position, slot no G019, budgeted salary $20,000.00 per year.

2. Approval to create one (1) regular full-time Clerk position, slot no G021, budgeted salary $20,000.00 per year.

All positions pending CC approval.

HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE

9-1291-412-00-270-016-9

HIDTA TASK FORCE

AI - 18531
RE AI - 18530

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
		DELETE THE FOLLOWING POSITION:														
~~G001~~	~~113~~	~~ADMINISTRATIVE ASSISTANT~~	~~0.00~~	~~38,053.00~~	~~38,053.00~~	~~0~~	~~0.00~~	~~0.00~~	~~38,053.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~
			0.00	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Approval to delete one (1) vacant regular full-time Administrative Assistant position, slot no. G001, budgeted salary $38,053.00 per year. Pending CC approval.

AI-18517 **22.A.4.**

Amend Interlocal/Authority to Advertise-Professional Consulting Serv.-HC Commuter Rail Dist.

CC REGULAR

Date:	11/17/2009
Submitted By:	Marty Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Hidalgo County

Information

CAPTION

Hidalgo County Commuter Rail District:

a. Requesting amendment to current Interlocal Agreement between Hidalgo County and Hidalgo County Commuter Rail District to reflect the addition of "procurement services and advertising expenses";

b. Requesting authority to advertise the sealed procurement of a Request for Proposals (with qualifications) for the engagement/contracting of: Professional Consulting Services" in connection with conducting a: Feasibility Study for the Development of a New Passenger Rail System within Hidalgo County including approval of basic draft qualifications and requirements as developed and forwarded to HC Purchasing by the HC Commuter Rail District Board.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-415-18-160-001-0-540

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

BUDGETARY IMPACT:

$20,351.70 available funding as of 11/13/09. rc

Attachments

Link: Interlocal-HCCRD

Link: Draft Requirements

Link: Amendment-HCCRD

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	11/13/2009 11:13 AM	APRV
2	Budget & Management	Erika Zamora	11/13/2009 11:18 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	11/13/2009 04:27 PM	APRV

4	Auditor's Office	11/13/2009 05:15 PM	NEW
Form Started By: Marty Salazar		Started On: 11/10/2009 05:02 PM	
Final Approval Date: 11/13/2009			

STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE COUNTY OF HIDALGO AND
THE HIDALGO COUNTY COMMUTER RAIL DISTRICT

THIS Agreement is made on this the 24th day of March, 2009 by and between the HIDALGO COUNTY COMMUTER RAIL DISTRICT, hereinafter referred to as the "Rail District" 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, the Rail District is a commuter rail district created under V.T.C.A. Civil Statutes Art. 6550c-3;

WHEREAS, County is a county in the State of Texas;

WHEREAS, the Rail District desires to seek assistance from the County to enable it to engage in its operations;

WHEREAS, the County agrees it is in its best interest to provide such assistance to the Rail District because it will offer a public benefit to County residents;

WHEREAS, the Rail District and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Tex. Government Code 791.001 et. seq., which authorizes local governments (including special districts) to contract with each other to perform governmental functions and services under the terms of the Act

NOW, THEREFORE, the Rail District and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. County agrees to assist the Rail District by providing the following administrative functions:

   (A) Legal Counsel;

   (B) Court Reporter Services;

   (C) Administrative Staff Assistance;

   (D) Commissioner's Courtroom;

   (E) Physical address; and

   (F) A link and email address on the County Webpage.

2. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement performed by each party.

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

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

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

6. **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.

7. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication 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, Texas
Attention: J.D. Salinas, III, County Judge
P.O. Box 758
Edinburg, Texas 78540-0758

If to Rail District:

Hidalgo County Commuter Rail District
100 E. Cano, 2nd Floor
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 United States mail.

8. **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.

9. **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.

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

11. **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.

12. **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 as often as may be appropriate.

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

14. **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.

15. **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 ninety (90) 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.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

Hidalgo County

JD Salinas III, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

Hidalgo County Commuter Rail District

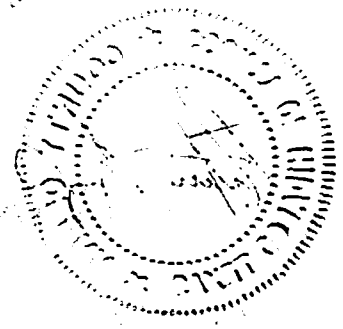
Godfrey Garza, Chair

ATTEST:

Agapito Vargas, Secretary

APPROVED AS TO FORM:

Antonio Mendoza
Assistant Criminal District Attorney



DRAFT

HIDALGO COUNTY, TEXAS

REQUEST FOR QUALIFICATIONS (RFQ)
FOR PROFESSIONAL SERVICES
FOR THE HIDALGO COUNTY COMMUTER RAIL STUDY

Purpose

Hidalgo County is seeking Statements of Qualifications (SOQs) from qualified firms interested in providing professional engineering and planning services for the Hidalgo County Commuter Rail Study. This project will be funded through a grant under the American Recovery and Reinvestment Act (ARRA). Any contract awarded as a result of this solicitation is contingent upon release of funds from the Department of Energy (DOE) Energy Efficiency and Conservation Grant program.

Scope of Services

As part of its efforts to improve mobility, improve air quality, and reduce transportation-related energy consumption and greenhouse gas (GHG) emissions, Hidalgo County proposes to conduct a feasibility study for the development of a new passenger rail system connecting employment centers and major destinations throughout the County. The study will include identification of traffic patterns and possible locations for stations and park-and-ride facilities, evaluation of transit-oriented development opportunities, evaluation of operational characteristics of the system and potential vehicle technologies, development of gross estimates of project costs, and identification of project benefits. As part of this study, Hidalgo County seeks to further define the purpose and benefit of the project, identify potential partnership opportunities, and identify funding sources for project implementation.

Submission Requirements

3 weeks

Responses to this RFQ shall be received by <Insert Date>. Responses received after this date and time shall be deemed non-responsive and will

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not be accepted. Interested firms shall submit one (1) original and five (5) copies of the Statement of Qualifications (SOQs) for the type of work outlined in this RFQ. SOQs shall be limited to 15 pages single sided 8 ½" x 11" pages with a minimum font size of 12. No elaborate or special presentation brochures or marketing materials are expected.

Responses shall be delivered in a sealed box or envelope and clearly marked as follows:

Statement of Qualifications
Professional Services for the Hidalgo County Commuter Rail Study

Responses shall be delivered by U.S. Postal Service, Overnight/express mail, or hand delivery to the following Address:

Hidalgo County
Attention: <Insert Name>
<Insert Address>

Inquiries

All inquiries shall be submitted to <Insert Name> by email to <insert email address> or by facsimile <insert fax number>. Upon issuance of this RFQ, other employees or representatives of Hidalgo County shall not be contacted to discuss the contents of this RFQ. Failure to observe this restriction may result in disqualification of any subsequent SOQ.

Evaluation Criteria

Respondents must meet the following minimum qualifications:

- Demonstrated and recent experience in providing commuter rail planning, design, and environmental services
- Demonstrated experience working with the Federal Transit Administration (FTA)
- Demonstrated experience providing sustainability consulting services, energy conservation and reduction strategies, and/or greenhouse gas emissions reduction strategies for transportation agencies

- Demonstrated experience and success in community advocacy and public outreach

SOQs will be evaluated based on the following criteria:

- Firm's experience providing similar services during the past five (5) years (40%)
- Experience and qualifications of the proposed key personnel (40%)
- Experience with and demonstrated knowledge of Department of Energy ARRA program requirements (10%)
- Quality management and quality control plan (10%)

Content

SOQs should be organized and contain the minimum content as described herein.

Section 1 - Company Narrative

Provide a narrative describing the firm's background and relevant experience and credentials. Include a summary of the firm's key advantages and benefits to the Hidalgo County Rail District for this project.

Section 2 - Staffing

Provide an organizational chart and staffing profiles for proposed key personnel that will be assigned to this project. Identify proposed sub-contractors and their role on the project team.

Section 3 - Project Experience

Provide detailed project descriptions of at least (5) projects performed during the past five (5) years that demonstrate the firm's ability to perform the services included in this RFQ.

Section 4 - Quality Management Plan

Provide a brief description of your firm's proposed quality management plan for this project, highlighting how your plan addresses budget, schedule, and quality management and control.

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General Requirements

1. Hidalgo County reserves the right to alter, amend, or modify any provision of this RFQ, or to withdraw this RFQ at any time prior to Contract award.
2. Hidalgo County reserves the right to waive minor informalities and irregularities in any SOQ received.
3. Hidalgo County reserves the right to reject any or all SOQs received.
4. Dates and times included in this RFQ are subject to change.
5. Hidalgo County reserves the right to select the highest ranking firm or to conduct interviews with shortlisted firms.
6. This contract is contingent upon release of funds from the Department of Energy (DOE) Energy Efficiency and Conservation Grant funding.

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STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDMENT TO
INTERLOCAL COOPERATION AGREEMENT
BETWEEN HIDALGO COUNTY AND
HIDALGO COUNTY COMMUTER RAIL DISTRICT

This AMENDMENT TO the INTERLOCAL COOPERATION AGREEMENT BETWEEN **HIDALGO COUNTY, TEXAS** and **HIDALGO COUNTY COMMUTER RAIL DISTRICT** (the Amendment"), effective the ____ day of November 2009, is made between the Hidalgo County, Texas and Hidalgo County Commuter Rail District as follows:

WHEREAS, effective March 24, 2009, Hidalgo County (the "County") entered into an Interlocal Cooperation Agreement with the Hidalgo County Commuter Rail District (the "Rail District") for the provision of administrative functions;

WHEREAS, the County and the Rail District desire to amend the Interlocal Cooperation Agreement to allow the County to provide procurement services including any required advertising for such procurement, to the Rail District in addition to other administrative functions described in the Agreement;

WHEREAS, the parties have determined that the addition of procurement services would be beneficial to both parties;

WHEREAS, the parties now desire and agree to amend the Interlocal Cooperation Agreement as hereinafter provided.

NOW THEREFORE, for and in consideration of the tasks performed by the parties and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and this mutually agreed upon Amendment to the Interlocal Cooperation Agreement, the County and the Rail District hereby agree to the following amendments to the Interlocal Cooperation Agreement:

1. Paragraph 1 shall be amended by adding a new subparagraph (G) to read as follows:

(G) Procurement Services, including any required advertising for such procurement;

2. Except as modified herein, all terms and conditions of the Interlocal Cooperation Agreement, as amended, remain in full force and effect and the County and Rail District

ratify and confirm the terms and provisions of the Interlocal Cooperation Agreement as amended.

EXECUTED IN DUPLICATE ORIGINALS and this ___ day of November, 2009.

HIDALGO COUNTY COMMUTER RAIL DISTRICT

_____
Godfrey Garza, Chair

COUNTY OF HIDALGO

_____
Rene Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

_____
By: Stephen L. Crain

AI-18514 **22.A.5.**

Construction of New Precinct No. 2 Administrative Offices for Hidalgo Co. & Other Co. Offices

CC REGULAR

Date:	11/17/2009
Submitted By:	Olga Montero, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Hidalgo County

Information

CAPTION

Approval of AIA Document A101 between Hidalgo County-Owner and D. Wilson Construction Company-Contractor (forwarded to legal counsel for approval as to form) and awarded through bid by CC 11/03/09 for the "Construction of New Precinct No. 2 Administrative Offices for Hidalgo Co. & Other Co. Offices", including authorization for County to execute document and for project architect, V-A Architect, to issue and forward "Notice to Proceed" to contractor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 9-133X-41X-00-122-0XX-0-720

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

BUDGETARY IMPACT:

*please see attached expenditure summary for funding.

Attachments

Link: attachments

Link: contract

Link: A201

Link: Exp Summ

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/12/2009 03:25 PM	APRV
2	Budget & Management	Erika Zamora	11/12/2009 03:45 PM	APRV
3	Roland Garcia	Rolando Garcia	11/13/2009 03:19 PM	APRV
4	Auditor's Office		11/13/2009 05:15 PM	NEW

Form Started By: Olga Montero Started On: 11/10/2009 04:23 PM

Final Approval Date: 11/13/2009

Request for Competitive Sealed Proposal

Hidalgo County Precinct No. 2
Construction of New Precinct No. 2
Administration Offices and Other County Offices
Pharr, Texas 78577
Bid #2009-037c-10-28-otm

October 28, 2009
4:00 p.m.

Submitted By:

D. Wilson Construction Company
1209 E. Pecan
McAllen, TX 78501
(956) 686-9573/phone (956) 686-3270/fax

www.dwilsonconstruction.com

OPENED
10/28/09
4:08 pm
Witnessed

PROPOSAL FORM for Bid #2009-037C-10-28-OTM

PROJECT: New Hidalgo County Pct. 2 Administration Offices and Other County Offices, Pharr, Tx

PLACE: Hidalgo County Purchasing Department, 2812 S. Business 281, Edinburg, Tx 78539

DATE/TIME: October 28, 2009 @ 4:00 pm

TO: Marty Salazar, Hidalgo County Purchasing Agent

BIDDER: D. WILSON CONSTRUCTION COMPANY

1. Pursuant to and in compliance with the Invitation to Bid and the proposed Contract Documents dated July 31, 2009 prepared by V-A Architecture and the proposed Contract Documents dated October 7, 2009 prepared by R. Gutiérrez Engineering, relating to the above referenced project, the undersigned, having become thoroughly familiar with the terms and conditions of the proposed Contract Documents and with local conditions affecting the performance and costs of the work at the place where the work is to be completed, and having fully inspected the site in all particulars, hereby proposes and agrees to fully perform the work within the time stated and in strict accordance with the proposed Contract Documents, and addenda thereto, including furnishing of any and all labor and materials, General Construction, Civil Work, including all utilities, Mechanical, Electrical and Plumbing for the following sums of money:

1. BASE BID: All labor, materials, services and equipment necessary for completion of the work shown on the drawings and in the specifications, for the base bid.

A.	Hidalgo Cty. Pct. 2 Offices (including A1,2,3 below)		A $ 1,176,700.00
	1. Mechanical	$	
	2. Electrical	$	
	3. Plumbing	$	
B/C.	Health & Human Svcs. & WIC Clinic (including B/C1,2,3 below)		B/C $ 1,457,000.00
	4. Mechanical	$	
	5. Electrical	$	
	6. Plumbing	$	
D.	Tax Offices (including D1,2,3 below)		D $ 1,136,000.00
	7. Mechanical	$	
	8. Electrical	$	
	9. Plumbing	$	
E.	Justice of the Peace Offices (including E 1,2,3 below)		E $ 1,306,000.00
	10. Mechanical	$	
	11. Electrical	$	
	12. Plumbing	$	
F.	Solar Outdoor Lighting		F $ 382,881.00
G.	Grid-Tie Wind Turbine Generator System		G $ 69,344.00
H.	Grid-Tie Photovoltaic and Inverter System		H $ 209,143.00
I.	Insulated Concrete Forms (ICF) Exterior Wall Construction with 3/4" furring strips and 5/8" type X gypsum board, (taped, floated, textured & painted, in lieu of 8" concrete block		I $ 216,453.00
J.	Paving, Drainage, Utilities and Miscellaneous Improvements		J $ 763,110.00
TOTAL BASE BID			$ 5,075,000.00

Incl. above

2. If awarded this contract the undersigned will execute a satisfactory Construction Contract, Performance Bond, Labor and Material Payment Bond and Proof of Insurance Coverage, with the Owner for the entire work as per the Contract Documents within (five) 5 consecutive calendar days after the notice of award. It is agreed that this proposal is subjected to the Owner's acceptance for a period of thirty (30) days from the above date.

3. Enclosed is a Certified Check or Bidders Bond in the amount of $ 5% , in compliance with the Specification Requirements (5% of the highest amount bid).

   The above Check or Bidders Bond is to become the property of the Owner in the event the Construction Contract (when offered by the Owner) and the bonds and proof of insurance coverage are not executed within the time set forth above.

4. The undersigned agrees to the following:

   A. To furnish all materials as shown and specified in the plans and specifications.
   B. To complete base bid as specified in 296 consecutive calendar days.

   Receipt is acknowledged of the following addenda:

No.	1	Dated	8/31/09
No.	2	Dated	9/1/09
No.	3	Dated	10/2/09
No.	4	Dated	10/26/09
No.		Dated	

5. Subcontractors and vendors used in this proposal (name, address, & phone number):

1.	Site Work:	RIVERSIDE Construction 5717 N. 10th McAllen 994-8822
2.	Utilities:	11
3.	Paving & Drainage:	11
4.	Landscaping	ALLOWANCE
5.	Concrete:	R+S Conc 5740 N. Birch Pharr, TX 787-8484
6.	Masonry:	RAS MASONRY, LLC., P.O. Box 1713, Pharr, TX 78577 783-7733
7.	Structural Steel:	D- Wilson Construction 1209 E. Pecan 686-9573
8.	Rough Carpentry:	NM CONTRACTING, 1901 Camellia, McAllen, TX 78501 631-5667
9.	Millwork:	AAE Manufacturing 28764 FM 106 Rio Hondo, TX 748-0033
10.	Roofing:	SECHRIST HALL, P.O. BOX 2347, Harlingen, TX 78551 423-7086
11.	Doors & Windows:	G & S GLASS, 616 N. Closner, Edinburg, TX 78539 287-1162 (713)343-2869
12.	Finish Hardware:	AMERICAN DOOR, 101 W. 1st St, Ste B&C, Elgin, TX 78621
13.	Metal Studs & Drywall:	V+F 804 W. Warren, Pharr, TX 325-9208
14.	Painting:	~~FLORES PROFESSIONAL PAINT, 3313 S. EXP 281 #B, Edinburg, TX 78539~~ SAME 289-8622
15.	Acoustical Ceiling	V+F 11 11

17. **Mechanical:** Wye-Delta 460 E 9th Mission 583-2255
18. **Electrical:** Jay's Electric 460 N. Minnesota Mission 585-3993
19. **Fire Alarm:**
20. **Plumbing** Center Plumbing 2710 N Conway Mission 581-6937
21. **Security System:**
22. **Solar Outdoor Lighting:** SOL Technologies, 606 S. Missouri, Weslaco, TX 78596 975-2510
23. **Grid Tie Wind Turbine Generator System:** SOL Technologies, 606 S. Missouri, Weslaco 975-2510
24. **Grid-Tie Photovoltaic & Inverter System:** SOL Technologies, 606 S. Missouri, Weslaco 975-2510 Texas
25. **Insulated Concrete Forms:** RAS Masonry, LLC, P.O. Box 1713, Pharr, TX 78577 783-7733 Texas

Bidder agrees that the Owner has the right to accept or reject any or all bids and to waive all informalities.

Respectfully submitted,

By: BILL WILSON

Signature

Title
PRESIDENT

(Seal - If Corporation)

GREAT AMERICAN INSURANCE COMPANY

OHIO

Bond No.

BID BOND

Approved by The American Institute of Architects, A.I.A. Document No. A310 February, 1970 Edition

KNOW ALL MEN BY THESE PRESENTS: that we D. Wilson Construction Company

as Principal, hereinafter called Principal, and GREAT AMERICAN INSURANCE COMPANY, a corporation duly organized under the laws of the State of Ohio, with Administrative Offices at 580 Walnut Street, Cincinnati, Ohio 45202, as Surety, hereinafter called the Surety, are held firmly bound unto Hidalgo County Precinct No. 2

as Obligee, hereinafter called Obligee, in the sum of ---- Five Percent of Amount Bid---------- Dollars ($ ---------5%---------)

For the payment of which sum well and truly to be made, and the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Bid No.: 2009-037c-10-28-otm, Hidalgo County Precinct No. 2 Construction of New Precinct No. 2 Administration Offices for Hidalgo County and Other County Offices

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, 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.

Signed and sealed this 28th day of October , 2009

In the presence of:

Cynthia A. Canto

Mary Edwards

D. Wilson Construction Company
(Principal) (Seal)

By: Bill Wilson, President
(Title)

GREAT AMERICAN INSURANCE COMPANY (Seal)
(Surety)

By: Peggy Gonzalez
(Attorney-in-Fact)

Bid Bond F9630a

GREAT AMERICAN INSURANCE COMPANY®

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, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on 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 on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 22ND day of JULY , 2009 .

Attest GREAT AMERICAN INSURANCE COMPANY

DAVID C. KITCHIN (513-412-4602)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 22ND day of JULY 2009 , 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 a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate 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 by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal 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 of 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, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 28th day of October , 2009 .

~~Bid~~ ReBid
for
HIDALGO COUNTY
"New Hidalgo County Pct. 2 Administration Offices and Other County Offices"
BID NO.: Bid ~~#2009-037A-09-02-OTM~~
Bid #2009-037C-10-28-OTM

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 – New Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: D. WILSON CONSTRUCTION COMPANY

Address: 1209 E. PECAN, McALLEN, TEXAS 78501

By: _____

Printed Name: BILL WILSON

Title: PRESIDENT

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: D. WILSON CONSTRUCTION CO **Telephone No.** (956) 686-9573

dba Name:

Legal Name: D. WILSON CONSTRUCTION COMPANY

Mailing Address : P.O. BOX 3455 **Fax No.** (956) 686-3270

Physical Address: 1209 E. PECAN

City, State, Zip McALLEN, TX 78501 **Tax I.D. No.** 74-1804568

Remit to Address : P.O. BOX 3455 **City, State, Zip** McALLEN, TX 78502-3455

E-Mail Address: billw@dwilsonconstruction.com timm@dwilsonconstruction.com

Representative(s) Name(s) & Title(s) BILL WILSON, PRESIDENT, TIMOTHY J. MICKUNAS, SEC/TREASURER RICHARD SHINSKY, P.E., VICE PRESIDENT

Type of Organization (check one): ____ Individual ____ Partnership __X__ Corporation ____ Non-Profit ____ LLC ____ Sole Proprietor ____ Other, Specify

State Identification No. 74-1804568 **(Please attached completed W-9 form with this application)**

Federal Identification No. or (if individual) SS No.

State of Incorporation: TEXAS **Date:** 1974 **Other:**

Type of Business (check one): ____ Manufacturer ____ Wholesaler ____ Retailer ____ Broker ____ Distributor ____ Service Organization __X__ Other, Specify GENERAL CONTRACTOR

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

BILL WILSON, PRESIDENT, RICHARD SHINSKY, P.E., VICE PRESIDENT, TIMOTHY J. MICKUNAS, SEC/T

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

- ☐ Less than 125,000 annual gross receipt
- ☐ Less than 250,000 annual gross receipt
- ☐ Less than 499,000 annual gross receipt
- ☐ More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

- ☐ Black American
- ☐ Hispanic American
- ☐ Asian Pacific American
- ☐ Native American
- ☐ Women
- ☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☒ No

Indicate Certification No.(s): _____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing): _____ **Date Rec'd by (Purchasing):** _____

Date Forwarded Information to Auditor's Office: _____ **Entry Date:** _____ **Vendor No:** _____

Insurance Requirement Acknowledgment

I, BILL WILSON, authorized representative for D. WILSON CONSTRUCTION COMPANY
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☒ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $ 1,000,000 General Liability: $ 7,000,000

☐ have already been met, see attached copy of insurance certificate.

Authorized Representative

OCTOBER 28, 2009
Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

(THIS PAGE MUST BE SUBMITTED WITH BID)

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, BILL WILSON, possess all of the APPLICABLE:

1. Licenses: NOT REQUIRED IN THE STATE OF TEXAS.

2. Bonds: ~~BID BOND INCLUDED. PERFORMANCE AND PAYMENT BONDS WILL BE FURNISHED~~ UPON AWARD OF CONTRACT.

3. Certificates: SAMPLE INSURANCE CERTIFICATE INCLUDED. INSURANCE CERTIFICATES WILL BE FURNISHED UPON AWARD OF CONTRACT

4. Permits: ~~ALL REQUIRED PERMITS WILL BE OBTAINED~~ UPON AWARD OF CONTRACT.

5. Other: NOT APPLICABLE.

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Authorized Signature

OCTOBER 28, 2009
Date

D. WILSON CONSTRUCTION COMPANY.
Company

1209 E. PECAN.
Address

McALLEN, TX 78501.
City, State, Zip

(THIS PAGE MUST BE SUBMITTED WITH BID)

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☒ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: Rio Grande Steel HUB Status:
Certifying Agency (Check all applicable): ☒Texas Building & Procurement Commission ☐ Other
Address: P.O. Box 5178 City: McAllen State: TX Zip: 78502
Contact Person: Mirta Guajardo Title: Vice President Phone No.: (956) 702-4434
Subcontract Amount: $_____ Description of Work to be Performed: Masonry Rebar

---

HUB Subcontractor Name: RMU HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: MION TILE HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: 30 % (List HUB Subcontractor information below).

HUB Subcontractor Name: RGV Alliance HUB Status: A 1753068432700 / 35909
Certifying Agency (Check all applicable): ☒Texas Building & Procurement Commission ☐ Other
Address: P.O. Box 5711 City: McAllen, State: TX Zip: 78502
Contact Person: Ralph Rodriguez Title: President Phone No.: (956) 287-1819
Subcontract Amount: $ Description of Work to be Performed: Waterproofing

---

HUB Subcontractor Name: G & S Glass HUB Status: A 1742867493500 / 87525
Certifying Agency (Check all applicable): ☒Texas Building & Procurement Commission ☐ Other
Address: 616 N. Closner City: Edinburg State: TX Zip: 78539
Contact Person: Gus Casas Title: Owner Phone No.: (956) 287-1162
Subcontract Amount: $ Description of Work to be Performed: Glass & Glazing

---

HUB Subcontractor Name: ~~Flores Painting~~ Santa Plumbing HUB Status: A 1270090358100 / 42424
Certifying Agency (Check all applicable): ☒Texas Building & Procurement Commission ☐ Other
Address: 3313 S. Expressway 83 City: Edinburg State: TX Zip: 78542
Contact Person: Robert Flores Title: President Phone No.: (956) 289-8622
Subcontract Amount: $ Description of Work to be Performed: Painting

---

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: 30 % (List HUB Subcontractor information below).

Subcontractor Name: Crossroads Specialties HUB Status: A 1208051192100 / 84886
Certifying Agency (Check all applicable): ☒Texas Building & Procurement Commission ☐ Other
Address: P.O. Box 5008 City: Victoria State: TX Zip: 77902
Contact Person: Linda Chanek Title: President Phone No.: (361) 575-4142
Subcontract Amount: $ Description of Work to be Performed: Toilet Partitions

---

HUB Subcontractor Name: American Fence HUB Status: 74-2990463
Certifying Agency (Check all applicable): ☒Texas Building & Procurement Commission ☐ Other
Address: 421 Valencia City: San Juan State: TX Zip: 78589
Contact Person: Tomas Gonzalez Title: Owner Phone No.: (956) 929-6000
Subcontract Amount: $ Description of Work to be Performed: Fencing

---

HUB Subcontractor Name: San Antonio Floor Finishes HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: City: State: Zip:
Contact Person: Title: Phone No.: ( )
Subcontract Amount: $ Description of Work to be Performed:

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006. Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

NO ONE

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

NOT APPLICABLE

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No NOT APPLICABLE

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No NOT APPLICABLE

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No NOT APPLICABLE

D. Describe each employment or business relationship with the local government officer named in this section.

4 D. WILSON CONSTRUCTION COMPANY
1209 E. PECAN, McALLEN, TX 78501

Signature of person doing business with the governmental entity

BILL WILSON, PRESIDENT

OCTOBER 28, 2009

Date

Adopted 06/29/2007

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: _____
Print Name: BILL WILSON
Title: PRESIDENT
Telephone Number: (956) 686-9573
Date: OCTOBER 28, 2009

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

Form **W-9**
(Rev. October 2004)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as reported on your income tax return)
D. WILSON CONSTRUCTION COMPANY

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☒ Corporation ☐ Partnership ☐ Other ► .....

☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
1209 E. PECAN

City, state, and ZIP code
McALLEN, TX 78501

Requester's name and address (optional)
Hidalgo County Purchasing Department
2812 S. Business 281
Edinburg, TX 78539

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. *If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

Social security number
| | | | | | | | | |

or

Employer identification number
7 4 1 8 0 4 5 6 8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ► [signature] Date ► October 28, 2009

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

For federal tax purposes you are considered a person if you are:

- an individual who is a citizen or resident of the United States,
- a partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- any estate (other than a foreign estate) or trust. See Regulation section 301.7701-6(a) for additional information.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

EXHIBIT "E"
BIDDER'S AFFIDAVIT

BIDDER'S AFFIDAVIT OF NON-COLLUSION NON-CONFLICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, BILL WILSON, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Bidder nor any of the Bidder's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other bidder, or potential bidder, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached bid or the bid of any other bidder, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Bid and subsequent agreement, except at a meeting open to all interested bidders, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between bidder submission date and award by the Hidalgo County County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Bidder is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____
BILL WILSON, PRESIDENT

Subscribed and sworn to before me this 28th day of October, 2009.

NORMA IRENE ESPINOZA
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 06-08-2011

_____
Notary Public

Norma Irene Espinoza

My commission expires: 06-08-2011.

V·A Architecture

November 3, 2009

Notice of Award

RE: New Administration Offices for Hidalgo County Pct. 2 & Other County Offices
Pharr, Texas

D. Wilson Construction Co.
1209 E. Pecan
P.O. Box 3455
McAllen, Texas 78501

The Owner has considered the BID submitted by you on October 28, 2009 for the above described WORK in response to its Advertisement for bids and information to Bidders.

You are hereby notified that your **BASE BID** in the amount of **$5,075,000.00** has been accepted. You are required by the Instruction to Bidders to execute the Agreement and furnish the required CERTIFICATE(S) OF INSURANCE, and other documentation **within FIVE (5) consecutive calendar days from your receipt of this Notice.**

If you fail to execute said Agreement and to furnish said BONDS AND CERTIFICATE(S) OF INSURANCE within Five (5) days from the date of this NOTICE, said Owner will be entitle to consider all your rights arising out of the OWNER'S acceptance of your BID and abandoned and as a forfeiture of your BID BOND. The Owner will be entitled to such other rights as may be granted by Law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this ____th day of _____, 2009

Hidalgo County
Owner

By:_____ A.I.A.
Title: Project Architect

NOTICE OF ACCEPTANCE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by D. Wilson Construction Co., this the _____ day of _____, 2009.

By:_____
Title:_____

Vargas & Associates
2029 Industrial Drive
McAllen, Texas 78504
(956) 631-2242

DRAFT

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General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)
«Architectural Services for Pct 2»
« »

THE OWNER:
(Name, legal status and address)
« »« »
« »

THE ARCHITECT:
(Name, legal status and address)
« »« »
« »

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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.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect pursuant to Paragraph 7.4. At the Owner's option, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.1.1 Contractor acknowledges and warrants that it has closely examined all the Contract Documents and is unaware of any instance where the documents are not suitable or are insufficient, to enable the 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 or useful for the completion of the Work in full compliance with all applicable codes, laws, ordinances, and regulations.

§ 1.1.2 THE CONTRACT

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

§ 1.1.3 THE WORK

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

§ 1.1.3.1 The Work shall include the obligation of the 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 Document, including all existing site conditions, access to the site, physical characteristics of the site and surrounding areas. It also includes all supplies, skill, supervision, transportation services and other facilities and things necessary, proper or incidental to the carrying out and completion of the terms of the Contract and all other items of cost or value needed to produce, construct and fully complete the public work identified by the Contract Documents identified.

§ 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 and by separate contractors.

§ 1.1.5 THE DRAWINGS

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

§ 1.1.6 THE SPECIFICATIONS

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

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§ 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 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. 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 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 following: the most stringent of the requirements will take precedence over the less stringent; the most 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 the Architect's decision. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonably inferable as being necessary to produce the intended results.

§ 1.2.1.1 In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:

.1 The Agreement;
.2 Addenda, with those of later date having precedence over those of earlier date;
.3 Supplemental Conditions;
.4 The General Conditions of the Contract for Construction;
.5 Specifications
.6 Drawings, in the case of inconsistency between the Drawings and Specifications or within either document, not clarified by Addendum, the better quality or greater quantity of Work shall be included in the Contract Documents. Clarifications of the inconsistency will be accomplished with the Contractor and, if necessary, an appropriate reduction in the contract will be accomplished with the Contractor and, if necessary, an appropriate reduction in the contract will be accomplished by Change Order. Figures given on drawings govern scale measurements. Large scale drawings take precedence over small sale drawings. Written words, take precedence over numbers. Handwritten documents take precedence over typewritten documents. Existing conditions take precedence over drawings and specifications for dimensions and shall be verified by the Contractor. The Contractor proceeds at his own risk if conflicts or discrepancies are not resolved prior to the execution of the Work.

§ 1.2.1.2 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 failure to carryout 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.

§ 1.2.2 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.

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

§ 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that 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

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

§ 1.5.1 Instruments of Service, including 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 and Owner will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. 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 Owner or Owners' consultants reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service 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.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Commissioners Court of Owner, by majority vote, is the only representative of 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(s) to act on its behalf during the course of construction. In the event that an emergency changes the scope of the Work before the next regular meeting or in order to facilitate and expedite the timely completion of the Work, the Commissioners Court's authorized representative(s) may approve construction changes that do not exceed $10,000.00 in increased costs. Any such changes shall be confirmed in writing between the Contractor and the Commissioner Court's authorized representative(s) 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.

§ 2.1.2 DELETE.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or

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the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, 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 and utility locations, 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. In connection with the foregoing, Contractor shall be solely responsible for locating (and shall locate prior to performing any Work) all utilities lines, telephone company lines and cable, sewer lines, water pipes, gas lines, electrical lines, including without limitation, all buried pipelines and buried telephone cables an shall perform the Work in such a manner so as to avoid damaging any such lines, cables, pipes and pipelines. Under this provision the Architect and Engineer are in no way relieved of their responsibilities outlined in the Contract or other attached contracts for identification of existing conditions.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2 for use on this Project. All costs of reproduction are the responsibility of Contractor.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents or fails to remove and discharge (within ten (10) days) any lien filed upon Owner's or Landlord's property by anyone claiming by, through, or under Contractor; or disregards the instructions of Architect or Owner when based on the requirements of 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 , 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 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-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, 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.

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

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the

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jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. 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 or entities other than the Contractor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 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.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect and Owner in writing any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for design information in such form as the Architect may require.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect and Owner in writing any nonconformity discovered by or made known to the Contractor as a request for design information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities unless the Contractor recognized or reasonably should have recognized such error, inconsistency, omission or difference and knowingly failed to report it to the Architect and Owner.

§ 3.2.5 The Contractor shall not be entitled to additional compensation for the "rework portion" of any additional work caused by his failure to carefully study and compare the Contract Documents prior to execution of the Work.

§ 3.2.6 The Contractor shall make reasonable attempt to interpret the Contract Documents before asking the Architect for assistance in interpretation. The Contractor shall not ask the Architect for observation of work prior to the Contractor's field superintendent's personal inspection of the work and his determination that the work complies with the Contract Documents.

§ 3.2.7 If, in the opinion of the Architect, the Contractor does not make a reasonable effort to comply with the above requirements of the Contract Documents and this causes the Architect or his consultants to expend an unreasonable amount of the time in the discharge of the duties imposed on him by the Contract Documents, then the Contractor shall bear the cost of compensation for the Architect's additional services made necessary by such failure. The Architect will give the Contractor prior notice of intent to bill for additional services related to 3.2.6, 3.2.7, and 3.12 before additional services are performed.

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§ 3.2.8 If the Contractor has knowledge that any of the products or systems specified will perform in a manner that will limit the Contractor's ability to satisfactorily perform the work or to honor his Warranty, Contractor shall promptly notify the architect in writing, providing substantiation for the position. Any necessary changes, including substitutions of materials, shall be accomplished by appropriate Modification.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

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

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

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

§ 3.3.4 Contractor shall be responsible to Owner for acts and omissions of Contractor's employees, Subcontractors, and their agents and employees, and other persons performing portions of the Work under contract Documents 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.

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§ 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 elections 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 mis-described 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 the Specifications.

Nothing contained in Subparagraph 1.1.3 shall alter the responsibilities established in this Subparagraph.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive 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 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. Contractor shall also be responsible for labor peace on the Project and shall at all

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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 hereof, Contractor shall be liable to Owner for all damages suffered by Owner.

§ 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 WARRANTY

§ 3.5.1

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of the best quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects. . Work, materials, or equipment not conforming to these requirements may be considered defective. If required by the Architect or Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 ALL WARRANTIES SHALL INCLUDE LABOR AND MATERIALS AND THE MANUFACTURER'S WARRANTY SHALL BE SIGNED BY SUBCONTRACTOR AND COUNTERSIGNED BY CONTRACTOR. ALL WARRANTIES SHALL BE ADDRESSED TO OWNER AND DELIVERED TO ARCHITECT UPON COMPLETION OF THE WORK AND BEFORE OR WITH THE SUBMISSION OF REQUEST FOR FINAL PAYMENT.

§ 3.5.3 Contractor shall issue in writing to Owner as a condition precedent to final payment a "general warranty" reflecting the terms and conditions of this Paragraph 3.5 for all Work under the Contract.

§ 3.5.4 The warranties provided in Paragraph 3.5 shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents, and such warranty or remedy required by law or by the Contract Documents, and such warranty shall be interpreted to require Contractor to replace defective materials and equipment and re-execute defective Work which is disclosed to the Contractor by the Owner within a period of one (1) year after final completion of the entire Work unless a longer 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.

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§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 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that 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, NOTICES, AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall make application, secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract including, without limitation, street openings, sidewalk, and other obstructions, access over public ways and storage necessary for proper execution of the Contract and which are, legally required at the time bids are received or negotiations concluded.

§3.7.1.1 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 and state and local authorities, 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 construction phase which modifies the original site drainage plan and requires the issuance of a permit shall be at Contractor's sole cost.

a. The Owner shall pay directly to the governing authority the cost of all permanent property utility assessments and similar utility connection charges.

b. The Contractor shall be responsible for obtaining and paying for all City and County Building Permits, Inspection Fees and Plan Checking Fees; temporary utility charges, tap charges and water meter charges and any other similar fees assessed by jurisdictional authorities having control over the Project.

c. The Owner shall pay fees payable to the Texas Department of Licensing and Regulations (TDLR) for document review relative to the Elimination of Architectural Barriers Act and the Architect will submit the documents to the TDLR for review and approval.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders and all other requirements of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work (including, without limitation, the installation of any materials or equipment) that it knows or reasonably should have known would be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

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§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that 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, the Contractor shall promptly provide notice to the Owner and the Architect 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 the Architect determines that 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 to the Owner in writing, 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 promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15. No adjustment in the Contract Time or Contract Sum shall be permitted in connection with a concealed or unknown condition that does not differ materially from those conditions disclosed or based on data provided to Contractor and by the Contractor's prior inspections, tests, reviews, and pre-construction services for the Project; or by the Contractors inspections, tests, reviews and pre-construction services that Contractor had the opportunity and obligation to make in connection with the Project but did not do so.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect in writing. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 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; and
- **.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 with reasonable promptness. If a decision is needed to avoid a delay, Contractor shall notify Architect, Construction manager and Owner in writing sufficiently in advance of needed date to allow reasonable time for selections to be made.

§ 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.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Superintendent shall be satisfactory to the Owner and shall not be changed except with the consent of the Architect, unless the

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Superintendent leaves the employment of the Contractor. No increase in Contract Time or Contract Sum shall be allowed in the even the Owner or Architects object to any nominated superintendent. Such approval by the Owner shall not be unreasonably withheld.

§ 3.9.3 DELETED.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's review and approval a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised as required herein and at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The schedule shall indicate the proposed starting and completion dates for the various 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.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's and Owner's approval. The Architect's and Owner's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.10.4 The process of approving Contractor's schedules and updates to Contractor's schedule shall not constitute a warranty by the Owner that any non-Contractor milestones or activities will occur as set out on Contractor's schedule. Approval of a Contractor's schedule does not constitute a commitment by the Owner to furnish any Owner-furnished information or material any earlier than Owner would otherwise be obligated to furnish that information or material under the Contract Documents. Failure of the Work to proceed in the sequence scheduled by Contractor shall not alone serve as the basis for a Claim for additional compensation or time. In the event there is interference with the Work, which is beyond its control, Contractor shall attempt to reschedule the Work in a manner that will hold resulting additional time and cost to a minimum. The construction schedule shall be in a detailed format satisfactory to the Owner and the Architect and shall also:

.1 Provide a graphic representation of all activities and events that will occur during performance of the Work;
.2 identify each phase of construction and occupancy; and
.3 set forth dates that are critical in ensuing the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents hereinafter referred to as Milestone Dates.

§ 3.10.5 The Owner shall have the right to reschedule the time of day for the performance of any part of the Work that may interfere with the operation of the Owner's premises or any tenants or invitees thereof. The Contractor shall, upon the Owner's request, reschedule any portion of the Work affecting operation of the premises during hours when the premises are not in operation. Any rescheduling of performance of the Work under this Subparagraph 3.10.5 may be grounds for an extension of the Contract Time, if permitted under Subparagraph 8.3.1

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and an equitable adjustments in the Contract Sum, if: (1) the performance of the Work was properly scheduled by the Contractor in compliance with the requirements of the Contract Documents, (2) such rescheduling is required for the convenience of the Owner and is not attributable to any act of omission of Contractor, and (3) if Owner agrees to the Contract Sum adjustment prior to any rescheduling.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections (all changes and selections to be approved by Owner and Architect in advance) made during construction, and one 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 as a record of the Work as constructed.

§ 3.11.1 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. The Contractor shall post all Addenda on Construction Documents prior to commencing work on the site.

§ 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 that 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. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. 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 that 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 in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, 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. If, in the opinion of the Architect, the Shop Drawings, Product Data, Samples and similar submittals are incomplete, indicate an inadequate understanding of the work covered by the submittals, or indicate a lack of study and review by the Contractor prior to submittal to the Architect, the submittals will be returned, unchecked, to the Contractor for correction of these three deficiencies and subsequent re-submittal. Additional service charges as outlined in 3.2.7 may be charged by the Architect in this event.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

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§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional and who shall comply with requirements of Owner regarding qualifications and insurance and, 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 and approvals performed or provided 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 and design criteria specified in the Contract Documents.

§ 3.12.11 The Contractor shall submit Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents to the Architect at least 30 days prior to the date the Contractor needs the reviewed submittals returned. Where colors are to be selected by the Architect, the Contractor shall submit all Samples in adequate time to allow the Architect to prepare a complete selection schedule. In general, all submittals requiring color selection shall be submitted to the Architect within four weeks of the date of the Contract for construction.

§3.12.12 The Contractor shall submit the number of copies of Shop Drawings, Product Data, Samples and similar submittals which the Contractor and his Subcontractors need for their use plus two additional sets for the Architect and one additional set for each of the Architect's consultants involved with the particular section of work. Where shop drawings are involved, the Contractor shall submit one high quality reproducible transparency and one opaque print of the shop drawing for the Architect plus one additional opaque print for each of the Architect's consultants involved with the particular section of work. The reproducible transparency will be marked by the Architect and/or his consultants and returned to the Contractor for his use, distribution, correction or re-submittal as required. The Architect and his consultants will retain the marked up prints. After final review and correction of the submittal, the Contractor shall send two corrected sets to the Architect, and one to each of the Architect's consultants involved with the particular section of work.

§ 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

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§3.13.1 Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction materials and equipment stored at the Project site from weather, theft, damage and all other adversity is solely the responsibility of the Contractor.

§3.13.2 The Contractor and any entity for whom the Contractor is responsible shall not erect any sign on the Project site without written consent of the Owner.

§3.13.3 Contractor shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed to the fullest extent reasonably possible, in such a manner that public areas adjacent to the site of the Work shall be free from all debris, building materials and equipment likely to cause hazardous conditions. Without limitation of any other provision on the Contract Documents, Contractor shall use its best efforts to minimize any interference with the occupancy or beneficial use of: (1) any area and buildings adjacent to the site or the Work or (2) the Building in the event of partial occupancy.

§3.13.4 Without prior approval of the Owner, the Contractor shall not permit any workers to use any existing facilities at the Project site, including without limitation, lavatories, toilets, entrance and parking areas other than those designated by Owner. Without limitation of any other provisions of the Contract Documents, the Contractor shall use its best efforts to comply with all rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project site and the Building, as amended from time to time.

§ 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. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 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 waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.15.3 Prior to the Architect's inspection for Submittal Completion the Contractor shall clean exterior and interior surfaces exposed to view; remove temporary labels, stains, and foreign substances; polish transparent and glossy surfaces; clean equipment and fixtures to a sanitary condition; replace air filters in mechanical equipment; clean roof, gutters and downspouts; remove obstructions and flush debris from drainage systems; clean site; sweep paved areas and rake clean other surfaces; remove trash and surplus materials from the site.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

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§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless Owner, the Commissioners Court of Owner, all elected officials, employees and agents of Owner of any of the above mentioned parties (the "INDEMNIFIED PARTIES") from and against any and all loss, cost, expense, damage, injury, liability, claim, demand, penalty, or cause of action (including 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 Subparagraph 15.1 hereof.

§ 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.

§ 3.19 SUBSTITUTIONS OF PRODUCTS AND SYSTEMS, "OR EQUAL" BRANDS

§ 3.19.1 The materials, products and the systems covered by these specifications have been selected as a standard because of quality, particular suitability, or record of satisfactory performance. It is not intended to preclude the use of equivalent or better materials, products or systems provided that it meet the requirements of the particular project and have been approved in an addendum as a substitution prior to the submission of bids. If prior written approval in an addendum has not been obtained, it will be assumed that the Bid is based upon the materials, products, and systems described in the Bidding Documents and no substitutions will be permitted, except as provided hereinafter.

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§3.19.2 If, after award of contract, the Contractor or one of his Subcontractors or Suppliers determines that any of the products or systems specified will perform in a manner that will limit the Contractor's ability to satisfactorily perform the work or to honor the Warranty, the Contractor shall promptly notify the Architect, in writing, providing detailed substantiation for his position. Any changes deemed necessary by the Owner and Architect, including substitution of materials and change in Contract Sum, either upward or downward, if any, shall be accompanied by appropriate modification.

§3.20 RECORD DRAWINGS

§3.20.1 At the completion of the project, the Contractor shall submit one complete set of blue lines showing all changes and routing of utilities made during construction, excluding Architect made CAD changes, to the Architect. Drafting shall be legible to the Architect's satisfaction. The Contractor shall pay for the cost of the required recording/drafting. The record set shall be kept up to date on a daily basis and the Architect shall review its status at the project meetings. The Architect shall furnish the Contractor with a blueline set at contract award which shall have all Addenda incorporated. The Owner will pay for the printing of the blueline set. The Architect will incorporate any record information into the construction (CAD) documents and provide the Owner with an electronic copy of the record information on the Construction documents that have all bid and construction changes incorporated. The cost for incorporating the record information into the CD will be paid for by the Owner. The Architect will transmit the electronic CD to the Owner with a copy of the transmittal to the Contractor's construction manager.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 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 successor architect whose status under the Contract Documents shall be that of the former Architect.

§ 4.2 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 during construction until the date the Architect issues the final Certificate For Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect as a representative of the Owner, will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Architect will be required to make on-site inspections as necessary to kept the Owner informed of the progress of the Work and as necessary to guard the Owner against defects and deficiencies in the Work. 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 not have control over, charge of, or responsibility 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 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. 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

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to use proper construction means, methods, techniques, sequences, procedures, safety precautions and programs, but only to the extent Architect becomes aware of, or should, exercising due professional diligence, be aware of, same. Architect shall also promptly notify Owner in writing of the failure of any of the foregoing parties to carry out the Work in accordance with the Contract Documents.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority and responsibility to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve or reject, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness 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. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; 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 pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 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

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and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 DELETED.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site or to otherwise furnish labor, material, or other services with respect to a portion of the Work. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site or to otherwise furnish labor, material, or other services with respect to a portion of the Work. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, but no later than 10 days prior to the submittal date for the Contractor's first Application for Payment, 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 may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14 day period shall constitute notice of no reasonable objection. Failure of the Contractor to submit the subject names in a timely manner may delay processing of the Contractor's Application for Payment.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will

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similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.3.1 All subcontracts shall be in written form and shall specifically provide that Owner is an intended third-party beneficiary of the subcontract.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that 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.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity.

§ 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.

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 Article 15.

§ 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. 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 that 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.

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§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 DELETED.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor causes 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

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 only based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect and is subject to the approval of Owner.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work. Except as permitted in Paragraph 7.3 and 9.7, 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.

§ 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** The 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 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.

§7.2.3 Contractor shall keep and periodically submit to Owner copies of a log for all Change Orders.

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§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly. Contractor shall keep and periodically submit to Owner copies of a log for all Construction Change Directives and a log for all requests for information.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- **.1** Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- **.2** Unit prices stated in the Contract Documents or subsequently agreed upon;
- **.3** Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- **.4** As provided in Section 7.3.7.

§ 7.3.4 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.

§ 7.3.5 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.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement 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.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment 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, an amount for overhead and profit not to exceed a total maximum of **fifteen** percent **(15%)** for all Work, and further limited to as follows, not to exceed five percent (5%) for Work done by Contractor's employees and **ten** percent **(10%)** of such Work's actual cost to be apportioned between any and all Subcontractors and Sub-subcontractor. "*Actual cost*" does not include any item that could be deemed to be a general conditions cost or overhead, such as, but not limited to, the cost of Contractor and Subcontractor supervisory personnel assigned to the Work, and field office and related expenses. 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 7.3.7 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.

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§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that 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.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim 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 15.

§ 7.3.10 When the Owner and Contractor agree with a 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 the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority after having obtained Owner's approval to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.1.1 The Work shall be fully completed within the time limit and/or date stated in the Contract between Owner and Contractor.

§ 8.1.1.2 Liquidated Damages: If the Contractor should 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 specified in Article 3.1 of the Modified AIA document A101 – 2007 Edition per calendar day that the Work remains incomplete beyond the time fixed for 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 monies that might otherwise be or become payable to Contractor.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence 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

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furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 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, 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; or by other causes that 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 Article 15.

§ 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. Contactor 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 extent or number of such Changes or Owner's exercise of any of its remedies of suspension of the Work or requirement of correction or re-execution of any defective Work, shall not under any circumstances be construed as intentional interference with Contractor's performance of the Work.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

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.

§ 9.1.1 Commitment of Current Revenues Only. As reflected in paragraph 4.5 of the modified AIA document A 101 – 2007 Edition by and between Owner and Contractor dated of even date herewith, 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 Contract, then any party may terminate this Contract upon ninety (90) 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.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Owner and to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work which in the aggregate equals the total Contract Sum, divided so as to facilitate payments to Subcontractors, supported by such evidence of correctness as Architect 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

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be filled in, including every percentage complete figure. 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 prepared in accordance with the schedule of values, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents. Any allowances included in the Application for Payment shall be separately itemized with supporting data attached. The Application for Payment shall be accompanied by a certification by an 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.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that 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 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay 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 by the Owner and Surety. 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. Under no circumstances will the Owner reimburse the Contractor for down payments, deposits, or other advance payments for materials or equipment.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work. The vesting of such title shall not impose any obligations 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 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

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properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and on all other information available to Architect including, without limitation, the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified and that the aggregate amount theretofore paid to Contractor plus any applicable retention does not exceed the value of the completed portion of the Work. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, or (3) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** damage to the Owner or a separate contractor;
- **.6** reasonable evidence that the Work will not be completed within the Contract Time, or that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- **.7** failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.5.4 Notwithstanding any provision contained within this Article, if the Work has not attained Substantial Completion with the contract time, subject to extensions of time allowed under these Conditions, Architect may withhold any further payment to Contractor to the extent necessary to preserve sufficient funds to complete the construction of the Project and to cover liquidated damages assessed against Contractor up to the time of the Application for Payment and to the time it is reasonably anticipated that Substantial Completion will be achieved.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect. Owner may refuse to make

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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.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the 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 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor. .

§ 9.6.5 Contractor payments to material and equipment 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 DELETED.

§ 9.7 FAILURE OF PAYMENT

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, for reasons other than a default of the Contract, including, but not limited to, those defaults set forth in Clauses 9.5.1.1 through 9.5.1.7 pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect , 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.

§ 9.7.1 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 sole discretion, elect either to (i) deduct an amount equal to that which Owner is entitled from any payment then or thereafter due Contractor from Owner, or (ii) issue a written notice to Contractor reducing the Contract Sum by an amount equal to that which Owner is entitled.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof (which Owner agrees to accept separately) 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.

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§ 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 that 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 issuance of the certificate of final payment by Architect unless otherwise provided in the Certificate of Substantial Completion. The Work will not be considered suitable for Substantial Completion review until all Project systems included in the Work are operational as designed and scheduled, all designated or required governmental inspections and certifications have been made and posted, designated instruction of Owner's personnel in the operation of systems has been completed, and all final finishes within the Contract are in place. In general, the only remaining Work shall be minor in nature, so that Owner and/or Owner's employees and if applicable, the public, could occupy the building on that date and the completing of the Work by Contractor would not materially interfere or hamper Owner's or Owner's employees and if applicable, the public, (or those claiming by, through, or under Owner) from normal County operations. As a further condition of Substantial Completion acceptance, Contractor shall certify that all remaining Work will be completed within thirty (30) consecutive calendar days or as agreed upon following the Date of Substantial Completion. If Contractor requests a Substantial Completion review, and Architect, after performing the Substantial Completion review, finds that the Project was not ready for the Substantial Completion review, then Contractor shall pay the Architect's fees for any additional Substantial Completion reviews.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance 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.

§9.8.6 In order for the project or a major portion thereof to be considered substantially complete, the following conditions must be met: (1) All inspections by governmental authorities have jurisdiction over the project must have been finalized, any remedial work required by those authorities must have been completed, and Certificates of Occupancy and similar governmental approval forms must have been issued and copies delivered to the Owner and Architect. (2) All work, both interior and exterior, shall have been completed and cleaned except minor items which if completed after occupancy, will not, in the Owner's opinion, cause interference to the Owner's use of the building or any portion thereof. A significantly large number of items to be completed or corrected will preclude the Architect from issuing a Certificate of Substantial Completion. The Owner and Architect will be the sole judge of what constitutes a significantly large number of items.

§9.8.7 After the date of Substantial Completion of the Project is evidenced by the Certificate of Substantial Completion, the Contractor will be allowed a period of thirty (30) days, unless extended by mutual agreement or provision of the Contract, within which to correct all deficiencies attached to the Certificate of Substantial Completion. Failure of the Contractor to complete such corrections within the stipulated time will be reported to the Contractor's surety. In this report, the Contactor and surety will be informed that, should correction remain incomplete for fifteen (15) days, the Owner may initiate action to complete corrective work out of the remaining Contract funds in accordance with Article 14.

§ 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 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. 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

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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 the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;
- **.3** terms of special warranties required by the Contract Documents; or
- **.4** faulty or defective Work appearing after Substantial Completion.

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§ 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

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 comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying Owners and users of adjacent sites and utilities. The Contractor shall also be responsible, at the Contractor's sole cost and expense, for all measures necessary to protect any property adjacent to the project and improvements therein. Any damage to such property or improvements shall be promptly repaired by the Contractor.

§ 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 permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party 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.

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§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and 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 Upon receipt of the Contractor's written notice, 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 cause it to be 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. By Change Order, 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.

§ 10.3.3 DELETED.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 DELETED.

§ 10.4 EMERGENCIES

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 Article 15 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 and Owner from claims set forth below which may arise out of or result from the Contractor's operations and completed 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 that 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;

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.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 the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. 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. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. 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.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.1.5 SCHEDULE OF INSURANCE COVERAGES
§ 11.1.5.1 Contractor shall carry and keep in full force for the duration of the project the following Coverage.

Coverage	**Minimum Amounts and Limits**
Worker's Compensation	Statutory Limits
Employer's Liability:	
Bodily Injury by Accident	$500,000.00/each accident
Bodily Injury by Disease	$500,000.00/each employee
Bodily Injury by Disease	$500,000.00/Policy Limit
Commercial General Liability	
Bodily Injury/Property Damage	$1,000,000.00 per occurrence $2,000,000.00 aggregate

(Premises Operations, Independent Contractors, Product/Completed Operations, Personal Injury, Contractual Liability, Explosion, Collapse, Underground and Broad Form Property Damage).

Comprehensive Automobile Liability	$1,000,000.00 Combined Single Limit per Occurrence

Auto liability insurance shall be on a standard form written to cover all owned, hired, and non-owned automobiles. The policy shall be endorsed to include the Indemnified Parties (paragraph 3.18) as additional insured, contain cross-liability and severability of interest endorsements, and state that this insurance is primary insurance as regards to any other insurance carried by the Indemnified Parties (see paragraph 3.18).

§11.1.5.2 All policies shall contain special endorsements to include:

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.1 The Owner as an additional insured (except for Worker's Compensation) and all other parties identified in 3.18 (Indemnified Parties);

.2 Wavier of Subrogation in favor of Owner under the Worker's Compensation and Employer's Liability policies.

.3. A statement that a notice shall be given to Owner by certified mail thirty (30) days prior to cancellation or upon any material changes in coverage.

4. Contain cross-liability and severability of interest endorsements;

5. state that this insurance is primary insurance in regard to any other insurance carried by the an Indemnified Party (see 3.18);

.6 the following coverage:

a. Premises/Operations;
b. Independent Contractors;
c. Completed Operations for a period of two years following the acceptance of Contractor's Work;
d. Comprehensive General Liability Endorsement to include Blanket Contractual Liability (specifically covering, but not limited to, the contractual obligations assumed by Contractor, Broad Form Property Damage, and Personal Injury Liability with employee and contractual exclusions removed;
e. Deletion of exclusions relative to Collapse, Explosion, and Underground Property Damage Hazards;
f. Personal Injury Liability with the contractual exclusions removed;
g. Cross Liability Endorsement.

§11.1.5.6 Umbrella Excess Liability Insurance

Bodily Injury and	$2,000,000.00 per occurrence
Property Damage	$2,000,000.00 aggregate

This policy shall be written on an umbrella excess basis above, the coverage described in this Article 11. The policy shall be endorsed to include the Indemnified Parties (3.18) as additional insureds. The policy shall contain cross-liability and severability of interest endorsements and shall state, as regard the Indemnified Parties that the insurance is primary insurance as to any other insurance carried by any Indemnified Party. The policy shall be endorsed to provide the defense coverage obligation.

§11.1.6 Further, Contractor shall require all Subcontractors to carry similar insurance coverage 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.

§11.1.7 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 from any and all claims for which the required insurance would have provided coverage.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.2.1 By signing the Contract or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that coverage will be based on proper reporting 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

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Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

§11.2.2 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 Article 11.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Contractor shall obtain a builder's risk "all-risk" or equivalent policy in the amount of the initial Contract Sum (or, if applicable Guaranteed Maximum Price), plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. The policy must also name its subcontractors and the Owner as additional insured, as their respective interests may appear. Coverage shall include material stored on-site and in transit. Such insurance will be with a company or companies lawfully authorized to do business in Texas. The policy must have 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.

§ 11.3.1.1 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.

§ 11.3.1.1.1 For any claim made against Contractor's Builder's Risk Insurance, the deductible shall not exceed $2,500.00 for a Contract Sum of less than $4 million. For a Contract Sum of $4 million or more, the deductible shall not exceed $5,000.00.

§11.3.1.1.2 The Contractor waives all rights against (1) Owner, 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.

§11.3.1.1.3 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.

§ 11.3.1.2 DELETED.

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§ 11.3.1.3 DELETED.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use shall not affect the validity or coverage of property insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE
DELETED.

§ 11.3.3 LOSS OF USE INSURANCE
DELETED. .

§ 11.3.4 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.

§ 11.3.5 DELETED.

§ 11.3.6 DELETED.

§ 11.3.7 WAIVERS OF SUBROGATION
The Contractor waives all rights against (1) Owner, 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 Article 11 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.

§ 11.3.8 A loss insured under the 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 11.3.10. 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.

§ 11.3.9 DELETED.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND
§ 11.4.1 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 Subchapter A of Chapter 3503 of the Texas Insurance Code

§11.4.1.1 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.

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§11.4.1.2 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.

§ 11.4.2 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 authorize a copy to be furnished.

§ 11.4.3 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 on or after the date of execution of the Contract but prior to the date of the notice to proceed. 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.

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 requested 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 or Contract Sum.

§ 12.1.2 If a portion of the Work has been covered that 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, such costs and the cost of 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

The Contractor shall promptly correct Work rejected by the Architect as incomplete, defective, or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, 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 entire Work (unless otherwise provided in any Certificate of Partial Substantial Completion approved by the parties), or within such longer period of time as may be prescribed by law or in equity, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be defective or otherwise not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This corrective period shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. Corrective Work shall be warranted to be free from defects for a period equal to the longer of six (6) months after the completion of the corrective Work or one (1) year after the Date of Substantial Completion (subject to extension as previously described) or such longer period of time as may be prescribed by law or in equity, or expiration of the term of any applicable special warranty, if applicable, required by the Contract Documents. Any defect in such Work shall be corrected again by Contractor promptly upon notice of the defect from Owner. This obligation under this Subparagraph 12.2.2.1 shall survive acceptance of the Work under the Contract and termination of the Contract by the Owner. 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.

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§ 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 completion of that portion 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.

§12.2.2.4 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.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused in whole or in part by the Contractor's correction or removal of Work that is defective or otherwise not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents or under law or in equity. Establishment of the period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is defective or otherwise not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

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 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 a lender providing construction financing for the Project, if the lender assumes 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

Written notice shall be deemed to have been duly served if delivered in person to the individual, to 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 or by courier service providing proof of delivery to, the last business address known to the party giving notice or if delivered by facsimile to the offices of the person or corporation for which it was intended. Facsimiles received after 5:00 p.m. on a business day, or on a weekend or legal holiday on which the recipient's offices are closed, notice shall be deemed to have been duly served on the next business day.

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§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law or in equity or by any other agreement, and any such rights and remedies shall survive the acceptance of the Work and/or any termination of the Contract Documents.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, 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 shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Architect, Owner and Contractor shall be afforded a reasonable opportunity to attend, observe, and witness all 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 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.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, or reveal faulty or otherwise defective Work, or if the necessity of any such testing, inspection, or approval procedures 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 the Contractor and delivered to Owner, unless such testing or inspection services are arranged by Owner.

§ 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

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 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract within the time period specified by applicable law.

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§ 13.8 EQUAL OPPORTUNITY

§ 13.8.1 The Contractor shall maintain policies of employment as follows: "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."

§13.8.1.1 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.

§13.9 CERTIFICATION OF ASBESTOS-FREE PROJECT

§13.9.1 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.

§13.9.2 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.

§13.9.3 Final payment shall not be made until this letter of certification has been received.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 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 that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons 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 properly executed in accordance with the Contract Documents. .

§ 14.1.4 Owner shall not be responsible for damages for loss of anticipated profits on Work not performed on account of any termination described in Subparagraphs 14.1.1 and 14.1.2.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 refuses or fails to supply enough properly skilled workers or proper materials and equipment;

.2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

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.3 disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;

.4 disregards the instructions of Architect or Owner (when such instructions are based on the requirements of the Contract Documents);

.5 is adjudged bankrupt or insolvent, or makes a general assignment for the benefit of Contractor's creditors, or a trustee or receiver is appointed for Contractor or for any of its property, or files a petition to take advantage of any debtor's act, or to reorganize under bankruptcy or similar law; or

.6 otherwise does not fully comply with the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession 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 written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 To the extent the costs of completing Work, including compensation for additional professional services and expenses, exceed those costs that would have been payable to Contractor to complete the Work except for Contractor's default, Contractor will pay the difference to Owner, and this obligation for payment shall survive termination of the Contract. Such costs incurred by Owner will be determined by Owner and confirmed by Architect.

§14.2.5 In addition to Owner's right to remove Contractor from any part of Work pursuant to the Contract Documents, Owner may, at any time, at will and without cause, terminate any part of Work or any subcontract or all remaining Work for any reason whatsoever by giving seven (7) days' prior written notice to Contractor specifying the part of Work or subcontract to be terminated and the effective date of termination. Contractor shall continue to prosecute the part of Work not terminated. If any part of Work or subcontract is so terminated, Contractor shall be entitled to payment for Work properly executed in accordance with the Contract Documents (the basis for such payment shall be as provided in the Contract) and for costs directly related to Work thereafter performed by Contractor in terminating such Work or subcontract including reasonable demobilization and cancellation charges provided said Work is authorized in advance by Architect and Owner. No payment shall be made by Owner, however, to the extent that such Work or subcontract is, was, or could have been terminated under the Contract Documents or an equitable adjustment is made or denied under another provision of the Contract. In case of such termination, Owner will issue a Construction Change Directive or authorize a Change Order making any required adjustment to the Date of Substantial Completion and/or the Contract Sum. For the remainder of the Work, the Contract Documents shall remain in full force and effect.

§14.2.6 Owner shall not be responsible for damages for loss of anticipated profits on Work not performed on account of any termination described in Subparagraph 14.2.5.

§14.2.7 Upon a determination by a court of competent jurisdiction that termination of Contractor pursuant to Subparagraph 14.2.1 was wrongful, such termination will be deemed converted to a termination for convenience pursuant to Subparagraph 14.2.5 and Contractor's remedy for wrongful termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in Subparagraph 14.2.5

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

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§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right adjustment or interpretation of the 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. The responsibility to substantiate Claims shall rest with the party making the Claim. Claims must be by written notice.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. 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. Said written notice of claims shall state specifically the reason for the claim, the date or dates of the cause or causes of the claim, and if any extension of time is requested, the number of days of extension requested.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 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. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Said notice shall itemize all claims and shall contain sufficient detail and substantiating data to permit evaluation of same by Owner and Architect. No such claim shall be value unless so made. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a 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.

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§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction. Extensions of time may be requested for any month of construction for days lost due to adverse weather in excess of the normally expected lost time; provided, however, if Architect determines that the seasonal average of adverse weather days during construction is less than would be normally expected, no Change Order shall be issued and the request for extension of time shall be denied.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

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.

§ 15.1.7 In the event the Contractor fails to achieve substantial completion by the date indicated in the Contract, and extended by approved Change Order, the Owner shall be entitled to liquidated damages in the amount as stated in Subparagraph 3.1.1 of the modified AIA document A 101 – 2007 Edition by and between Owner and Contractor dated of even date herewith per day until the Work is substantially completed. It is expressly understood that the said sum per day is agreed upon as a fair estimate of the pecuniary damages, which will be sustained by Owner in the event that the Work is not completed within the agreed time, or within the legally extended time, if any. Said sum shall be considered as liquidated damages only, the exact ascertainment of which is difficult and in no sense be considered a penalty.

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 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim in whole or in part, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker 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 Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker 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 (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the

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reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to litigation.

§ 15.2.6 DELETED.

§ 15.2.6.1 DELETED.

§ 15.2.7 In the event of a Claim against the Contractor, 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 Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 DELETED.

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to mediation as a condition precedent to litigation.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation.

§ 15.3.3 The parties shall share the mediator's fee. 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.

§ 15.4 ARBITRATION

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.

§ 15.4.1 DELETED..

§ 15.4.1.1 DELETED.

§ 15.4.2 DELETED.

§ 15.4.3 DELETED.

§ 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 DELETED.

§ 15.4.4.2 DELETED.

§ 15.4.4.3 DELETED.

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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
1332 CERT OF OBLIG,SERIES 2002							
9-1332-415-15-122-042-0-720	CO,2002-PCT2-TAX OFFICE-BUILDINGS	600,830.50	.00	.00	.00	600,830.50	.00
1332 CERT OF OBLIG,SERIES 2002		**600,830.50**	**.00**	**.00**	**.00**	**600,830.50**	**.00**
1334 CERT OF OBLIG,SERIES 2004							
9-1334-415-15-122-042-0-720	CO,2004-PCT2-TAX OFFICE-BUILDINGS	406,943.40	26,847.05	61,747.76	61,747.76	318,348.59	21.77
9-1334-431-00-122-021-0-720	CO,2004-PCT2-BUILDINGS	1,074,156.33	93,845.48	61,021.62	61,021.62	919,289.23	14.42
9-1334-441-00-122-041-0-720	CO,2004-PCT2-WIC/HHS-BUILDINGS	1,917,817.44	81,075.77	131,125.21	131,125.21	1,705,616.46	11.06
1334 CERT OF OBLIG,SERIES 2004		**3,398,917.17**	**201,768.30**	**253,894.59**	**253,894.59**	**2,943,254.28**	**13.41**
1336 CERT OF OBLIG,SERIES 2006							
9-1336-412-00-122-043-0-720	CO,2006-PCT2-JP/CONSTABLES-BUILDINGS	1,500,000.00	36,795.39	80,104.03	80,104.03	1,383,100.58	7.79
1336 CERT OF OBLIG,SERIES 2006		**1,500,000.00**	**36,795.39**	**80,104.03**	**80,104.03**	**1,383,100.58**	**7.79**
9 YEAR 9		**5,499,747.67**	**238,563.69**	**333,998.62**	**333,998.62**	**4,927,185.36**	**10.41**

AI-18500 **22.A.6.**

Major Purchases Approval

CC REGULAR

Date: 11/17/2009
Submitted By: Matilde Faz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

a. Requesting exception from "Order" approved designating 09-15-09 as deadline for major purchases for the Elected Offices/Programs/Agencies or Departments for the purchase of computer equipment/peripherals, with assurances by the following and vendor that all requested goods and/or services will be received prior to 12-31-09;

b. Acceptance and approval of proposals received from the following vendors through the County's participation/membership with (DIR) Department of Information Resource, (TPSS) Texas Procurement & Support Services.

Requisition	Vendor	Department	Amount	Account Number
165164	Dell Marketing L. P.	Tax Office	$918.00	9-1100-415-15-140-001-0-665
165492	Dell Marketing L. P.	Elections	$899.94	9-1100-414-00-130-001-0-601
165674	SHI Government, Inc.	Jail	$3,715.00	9-1100-423-21-280-002-0-665
165255	The Hon Company c/o Jones & Cook	District Clerk	$5,730.00	9-1100-412-00-090-001-0-601 9-1100-412-00-090-001-0-661 9-1100-412-00-090-001-0-743
165563	DMI c/o Jones & Cook	County Court at Law #2	$1,050.00	9-1100-412-00-022-001-0-661
165564	DMI c/o Jones & Cook	County Court at Law #2	$610.00	9-1100-412-00-022-001-0-661

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** SEE BELOW
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

9-1100-415-15-140-001-0-665- $918.00 available funds in req# 165164 as of 11/13/09. rc
9-1100-414-00-130-001-0-601- $899.94 available funds in req# 165492 as of 11/13/09. rc
9-1100-423-21-280-002-0-665- $3,715.00 available funds in req# 165674 as of 11/13/09. rc
9-1100-412-00-090-001-0-601- $3,186.24 available funds in req# 165255 as of 11/13/09. rc
9-1100-412-00-090-001-0-661- $1,512.04 available funds in req# 165255 as of 11/13/09. rc

9-1100-412-00-090-001-0-743- $1,031.72 available funds in req# 165255 as of 11/13/09. rc
9-1100-412-00-022-001-0-661- $1,050.00 available funds in req# 165563 as of 11/13/09. rc See also AI 18568 LIT

Attachments

Link: DMI Delivery Letter

Link: Approval to Purchase

Link: The Hon Delivery Letter

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/13/2009 01:00 PM	APRV
2	Budget & Management	Erika Zamora	11/13/2009 01:39 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	11/13/2009 05:15 PM	APRV
4	Auditor's Office		11/13/2009 05:15 PM	NEW

Form Started By: Matilde Faz Started On: 11/10/2009 02:21 PM

Final Approval Date: 11/13/2009

Show Header Print Hide Envelope

From: Missy Wood Add to Address Book
To: 'Tanya Delira'
Date: Thursday, November 12, 2009 2:46:41 PM
Subject: standard lead time for DMI

Fyi... our standard lead time for product to ship out (in stock of course) would be approx 5-7 business days. Lead time for delivery is approx 2 weeks from date of ordering. Again, this is after confirmed in stock product.



Thanks,
Missy Wood
Customer Service Rep.
Commercial Office Division
Phone: (502)638-5721
Fax: (877)893-0276

Requisition

HIDALGO COUNTY JAIL

Req # 00165674

PO #

Date: 11/09/09

Bill To: x
x

Vendor : 287199
SHI GOVERNMENT SOLUTIONS, INC.
1250 CAPITAL OF TX HWY
BLDG. 1 #350
AUSTIN TX 78746
FAX (512)732-0232

Ship To: HIDALGO COUNTY JAIL
701 EL CIBOLO RD
EDINBURG Tx 78539

Contact: **A. CAVAZOS**
956-393-6023

Contract No: **DIR-SDD-223**

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DIR SDD 223 DO NOT DUPLICATE ORDER		
1.00	EACH	** ASSET # 50711 ** HP COMPAQ BUSINESS DESKTOP DC 7900 SFF-1X CORE 2 DUO E8400/3 GHZ-RAM 2 GB - HDD 1X250 GB-DVD RW (R DL) / DV HEWLETT PACKARD PAT # KR819UT#ABA	743.00	743.00
1.00	EACH	** ASSET # 50712 ** HP COMPAQ BUSINESS DESKTOP DC 7900 SFF-1X CORE 2 DUO E8400/3 GHZ-RAM 2 GB - HDD 1X250 GB-DVD RW (R DL) / DV HEWLETT PACKARD PAT # KR819UT#ABA	743.00	743.00
1.00	EACH	** ASSET # 50713 ** HP COMPAQ BUSINESS DESKTOP DC 7900 SFF-1X CORE 2 DUO E8400/3 GHZ-RAM 2 GB - HDD 1X250 GB-DVD RW (R DL) / DV HEWLETT PACKARD PAT # KR819UT#ABA	743.00	743.00
1.00	EACH	** ASSET # 50714 ** HP COMPAQ BUSINESS DESKTOP DC 7900 SFF-1X CORE 2 DUO E8400/3 GHZ-RAM 2 GB - HDD 1X250 GB-DVD RW (R DL) / DV HEWLETT PACKARD PAT # KR819UT#ABA	743.00	743.00
1.00	EACH	** ASSET # 50715 ** HP COMPAQ BUSINESS DESKTOP DC 7900 SFF-1X CORE 2 DUO E8400/3 GHZ-RAM 2 GB - HDD 1X250 GB-DVD RW (R DL) / DV HEWLETT PACKARD PAT # KR819UT#ABA	743.00	743.00
		Account No	Encumbrance	
		9-1100-423-21-280-002-0-665	3,715.00	
			Freight	.00
			Total	3,715.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

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From: Shaina Bigman Add to Address Book
To: 'Tanya Delira'
Date: Thursday, November 12, 2009 2:58:26 PM
Subject: RE: Quote # 3409586

Hi Tanya,
It usually takes about 1 week for you to receive an invoice. You can always have us email it to you as well.

Shaina

Shaina Bigman | SHI Government Solutions | Texas Team Assistant Manager | Shaina_Bigman@gs.shi.com |www.texas.gs.shi.com
Toll Free: 800-870-6079 ext: 7126 | Fax: 512-732-0232

Please visit our new website where you will have the freedom to quote and order online.
www.publicsector.shidirect.com/tx
Chose your Vertical
Click New Account and Register
It is as simple as that!

How was my service? Contact – Senior_Management@shi.com
Innovative Solutions. World Class Support.
SHI is Software, Hardware and Integration
Would you like updates from SHI Government Solutions? Click here to register for our newsletter

From: Tanya Delira [mailto:tanya.delira@co.hidalgo.tx.us]
Sent: Thursday, November 12, 2009 2:33 PM
To: Shaina Bigman
Subject: Quote # 3409586

Hello, my name is Tanya De Lira, with the Hidalgo County Purchasing Dept. and I received a quote from you to the Hidalgo County Sheriffs office. My only question is how long will it take your company to ship out and invoice our company after you receive a Purchase Order? We have a dead line of 12/31/09 for delivery of services and invoice before we close the year. If you have any questions please call me at 318-2626 x 4878

Tanya De Lira

Hi Tanya,
It usually takes 3-5 business days from when the order is processed.

Shaina

Shaina Bigman | SHI Government Solutions | Texas Team Assistant Manager | Shaina_Bigman@gs.shi.com |www.texas.gs.shi.com
Toll Free: 800-870-6079 ext: 7126 | Fax: 512-732-0232

Please visit our new website where you will have the freedom to quote and order online.
www.publicsector.shidirect.com/tx
Chose your Vertical
Click New Account and Register
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How was my service? Contact – Senior_Management@shi.com
Innovative Solutions. World Class Support.
SHI is Software, Hardware and Integration
Would you like updates from SHI Government Solutions? Click here to register for our newsletter

From: Tanya Delira [mailto:tanya.delira@co.hidalgo.tx.us]
Sent: Thursday, November 12, 2009 4:06 PM
To: Shaina Bigman
Subject: Re: Quote # 3409586

Thanks for your quick response.. and what about the products ordered.. how long do does take for shipping?

-----Original Message-----
From: "Shaina Bigman" <Shaina_Bigman@SHI.com>
Sent 11/12/2009 2:58:26 PM
To: "'Tanya Delira'" <tanya.delira@co.hidalgo.tx.us>
Subject: RE: Quote # 3409586

Hi Tanya,
It usually takes about 1 week for you to receive an invoice. You can always have us email it to you as well.

Shaina

Shaina Bigman | SHI Government Solutions | Texas Team Assistant Manager | Shaina_Bigman@gs.shi.com |www.texas.gs.shi.com
Toll Free: 800-870-6079 ext: 7126 | Fax: 512-732-0232

Please visit our new website where you will have the freedom to quote and order online.
www.publicsector.shidirect.com/tx
Chose your Vertical
Click New Account and Register
It is as simple as that!

Show Header Print Hide Envelope

From: Hermann, Randy (HON Company) Add to Address Book
To: Tanya Delira
Date: Friday, November 13, 2009 8:16:57 AM
Subject: RE:

Hello Tanya,
Our standard lead times are 2 to 4 weeks, with lots of variables. Small orders with certain products are most likely 2 weeks. Large orders with wood products may be 4 weeks.

For expedites, we'd have to look at those project-by-project.

Hope this helps. If you need more details, feel free to call our Government Customer Service team at 800-466-8694. They will have an up-to-date schedule.

Thanks,
Randy Hermann
The HON Company

From: Tanya Delira [mailto:tanya.delira@co.hidalgo.tx.us]
Sent: Thursday, November 12, 2009 2:56 PM
To: Hermann, Randy (HON Company)
Subject:

Hello, my name is Tanya De Lira with the Hidalgo County Purchasing Dept. I would like to know the delivery date once you've received a Purchase Order. If you have any questions you can contact me at 956-318-2626 x 4878 :)

AI-18561 **22.A.7.**

Request-Limit Increase-Home Depot Commercial Account
CC REGULAR

Date:	11/17/2009
Submitted By:	Ovidio Gonzalez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Hidalgo County

Information

CAPTION

Pursuant to the newly adopted Commercial Account Use Policy, discussion, consideration, and action on a request by Daniel Flores, Building Maintenance Manager, Facilities Management Department to increase the Home Depot Commercial Account limit from $15,000.00 to $25,000.00 inasmuch as current projects require expansion of the limit from the current limit.

BACKGROUND

Please see attached documents.

Fiscal Impact

Attachments

Link: home depot increase

Form Routing/Status

Form Started By: Ovidio Gonzalez	Started On: 11/13/2009 03:19 PM
Final Approval Date: 11/13/2009	

Ovidio Gonzalez

From: Monica Badillo [monica.badillo@co.hidalgo.tx.us]
Sent: Friday, November 13, 2009 3:24 PM
To: 'Daniel Flores'
Cc: 'Martha Salazar'; ovidio.gonzalez@co.hidalgo.tx.us; richard.sunday@co.hidalgo.tx.us
Subject: RE: Home Depot Account

Ok,
Valde said this was fine. Increase limit from 15,000 to $ 25,000.00
Ovidio please place on agenda for 11/17/09.

Thanks,
Monica Badillo, Court Administrator
County of Hidalgo
2818 S. Bus. Hwy. 281
Edinburg, Texas 78539
(956) 292-7025 ext. 5404
(956) 292-7034 (fax)

From: Daniel Flores [mailto:daniel.flores@co.hidalgo.tx.us]
Sent: Monday, November 09, 2009 4:39 PM
To: 'Ovidio Gonzalez'
Cc: 'Valde Guerra'; 'Monica Badillo'; 'Richard Sunday'
Subject: Home Depot Account

To date Hidalgo County Facilities Management only has available credit of $4912.00 at Home Depot. Facilities Management has an estimate of $6305.78 for appliances needed for La Mansion.
We have only processed approx. $2000.00 worth of invoices as of last week. In order to function properly the Facilities Management is requesting to have the credit limit be increased to $25,000.00 from the current $15,000.00. Any assistance in this matter would be greatly appreciated.

AI-18547 **22.B.1.**

Termination Of Contract-C-09-385-09-08-Dr. Lorie Ochoa

CC REGULAR

Date:	11/17/2009
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Prct. 1

Information

CAPTION

Discussion, consideration, and action for Hidalgo County to exercise and forward notice of termination with Dr. Maria Lorie Ochoa-Contract #C-09-385-09-08- as stated in Section #13 for the provision of Professional Consulting Services in connection with the implementation of a Human Resources Department for Precinct #1.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1201-431-00-121-004-0-339

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

BUDGETARY IMPACT:

PO #629289 amount available as of 11-13-09 $7,500.00 for Dr. Lorie Ochoa. Approval of this agenda item will terminate contract for consulting services. PO needs to be liquidated by user dept, pending liquidation of PO.

Attachments

Link: C-09-385-09-08-Dr. Maria Lorie Ochoa

Link: Email Correspondence

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/13/2009 12:11 PM	APRV
2	Budget & Management	Erika Zamora	11/13/2009 01:40 PM	APRV
3	Ivan Cantu	Ivan Cantu	11/13/2009 02:31 PM	APRV
4	Auditor's Office		11/13/2009 05:15 PM	NEW

Form Started By: Vangie Garcia Started On: 11/12/2009 04:41 PM

Final Approval Date: 11/13/2009

Approved

AI-17330 **23.B.3.**

Engagement of Professional Consulting Services-Human Resources

CC REGULAR

Date: 09/08/2009
Submitted By: Marty Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Prct. 1

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under Texas Local Government Code, Chapter 262.024, Section .024 (a)(4), a professional service in connection with completion of the HR related initiative commenced by Pct. 1 last year;

b. Requesting engagement and approval of a professional consulting services contract with Dr. Lori Ochoa, PhD., PHR for the provision of professional consulting services in connection with the implementation of a Human Resources Department for Precinct #1.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1201-431-00-121-004-0-339
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** n
BUDGETARY IMPACT:

Funds pending line item transfer Agenda Item 17346 in the amount of $25,000.00 CC 9/8/09.

Attachments

Link: Draft Agreement Document

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	09/04/2009 04:42 PM	APRV
	Budget & Management	Erika Zamora	09/04/2009 05:03 PM	APRV
	Erika Zamora	Erika Zamora	09/04/2009 05:09 PM	APRV
	Ivan Cantu	Ivan Cantu	09/04/2009 05:15 PM	APRV
	Judge's Office		09/04/2009 05:31 PM	NEW
	Marty Salazar		Started On: 09/04/2009 10:30 AM	
	09/04/2009			

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-09-385-09-08

THIS CONTRACT is made and entered in this **8th** day of September, 2009 by and between the COUNTY OF HIDALGO, TEXAS ("County"), and Dr. Maria Lorie Ochoa, Ed. D., PHR, a Texas Sole Proprietor ("Company").

WHEREAS, Company has offered to perform certain services for Hidalgo County as more particularly prescribed on Exhibit "A" which is attached hereto and incorporated herein by reference (the "Service"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services, the Commissioners Court of County desires to award a contract to Company to perform the Services.

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 at the offices of Hidalgo County. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services. 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. Contract shall be effective upon approval unless otherwise specified by Precinct No.1 and this contract shall terminate on the earliest of ten (10) weeks or project completion.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, of which may be required by any authority during the term hereof to provide the Services.

5. 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.

6. Company shall provide proof of insurance under this Contract naming County as an

additional insured, and shall furnish to County certificates of such insurance coverages on execution of this contract.

7. 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 of failure to act by the Company, its agents or employees.

8. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

9. 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.

10. 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:	Dr. Maria Lorie Ochoa, PHR 2204 North H Street McAllen, Texas 78501

11. 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.

12. 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.

13. The contract may be terminated by County without cause upon thirty (30) days written notice.

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. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

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 2009.

COUNTY OF HIDALGO

By:_____
Juan D. Salinas III, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

COMPANY:

_____

Approved on Commissioners' Court: September 8, 2009

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

By:_____
Stephen L. Crain

EXHIBIT "A"
SCOPE OF SERVICES

Proposal for Precinct One-Hidalgo County

Scope of Service

1. Develop an approved HR Departmental Vision and Mission Statement.

2. Develop an approved HR Departmental Action Plan with Short-term Goals and Long-Term Goals.

3. Develop an approved individualized Professional Development Plan for HR Manager and others who have HR responsibilities.

4. Create personnel files for each employee to reflect updated information such as:

    a) Completed employment application with documentation of education, reference checks and required signatures.

    b) Signed Employee Forms such as:

        i) Employee Handbook Acknowledgment, Confidentiality Forms, Code of Ethics, HIPPA forms for all supervisors, individual development plans (IDP) ,OSHA/Disaster and Safety Plans, Appraisal forms reflecting next appraisal dates, job title with job description, salary history, background release, random drug testing release, emergency contact information etc.

5. Provide Training to HR Manager and supervisors on protocols.

6. Develop HR Departmental Protocols in the following areas:

    a) Recruitment (i.e. requirements for advertising print media or electronic

    b) Selection of staff (i.e. criteria for each position and interview evaluation form

    c) Requirement for Promotions

d) Due Process (i.e. verbal, written, suspension, termination forms)

e) Exit Interview protocol and form

f) Protocol for absenteeism (Employee responsibilities and supervisor responsibilities)

g) Protocol for communication with Commissioner, Chief of Staff, employees, media, and County HR Manager

7. Develop/Order list of required federal and state posters that must be displayed throughout Precinct One.

8. Develop protocol to collect EEO data and other federally-required data (i.e. OSHA) for Precinct One.

9. Develop training program for all employees to communicate updated federal and state laws as well as County and Precinct One protocols (i.e. FMLA, Harassment, Employee Handbook etc)

10. Develop HR Budget and incorporate plan to purchase or develop HRIS (Human Resource Information System) for appraisals and collection of employee data.

11. Develop Affirmative Action Plan

12. Compile quantitative data to determine turnover rate and ROI on HR Department efficacy.

13. Analyze employee pay structure within Precinct One, as well as job descriptions to determine equity and potential redundancy.

14. Design and Distribute Quarterly Precinct Newsletter (hard-copy and electronic copy) to employees to reflect Precinct One goals, activities, and organizational and individual accomplishments.

15. Communicate, Coordinate and Collaborate with County-wide Department Heads to ensure a proper and seamless infusion of protocols that can serve as a model infrastructure for Human Capital success.

APPENDIX "A"
PROPOSED TIMELINE AND FEE SCHEDULE

Proposed Timeline and Fee Schedule

(Appendix A)

Weekly Fee:	$1,500.00
Time Frame:	8 – 10 weeks Beginning September 2009
Methods of Evaluation:	Weekly Reports submitted to Commissioner Sylvia Handy and Chief Administrator, Joseph Palacios

Methods for Documenting Time Worked: Dr. Ochoa will utilize the required time and effort method used by the County. Electronic/Actual Time cards will be submitted in the required manner.

EXHIBIT "B"
FEE SCHEDULE

Proposed Timeline and Fee Schedule

(Appendix A)

Weekly Fee:	$1,500.00
Time Frame:	8 – 10 weeks Beginning September 2009
Methods of Evaluation:	Weekly Reports submitted to Commissioner Sylvia Handy and Chief Administrator, Joseph Palacios

Methods for Documenting Time Worked: Dr. Ochoa will utilize the required time and effort method used by the County. Electronic/Actual Time cards will be submitted in the required manner.

September 2, 2009

The Honorable Sylvia Handy
Precinct One
Hidalgo County

Dear Commissioner Handy:

The purpose of this proposal is to offer my professional services in the design, upgrade, and implementation of a quality Human Resource Department that will be held accountable and serve as a critical partner in ensuring that Precinct One provides the highest level of service while meeting the needs of its employees.

The proposed activities are divided into steps and are numbered for ease in communicating the individual activities. Each step is critical in operating a functional and productive Human Resource Department that is in compliance with federal and state regulations. However, together we can determine which activity should receive priority over the other activities.

My consulting fees are $1,500 a week to reflect a minimum 40 hour-pay period. Also included in the fee is any time worked after the 40-hour week, as well as evenings and weekends. Appendix A reflects the Time and Fee Schedule. Should you have any questions, please contact me at 956.655.0547. Thank you for your consideration.

Sincerely,

Lorie Ochoa, Ed. D., PHR

EXHIBIT "C"
CERTIFICATE OF INSURANCE

NOTE: General Liability Insurance Certificate still has not been provided by Dr. Maria Lorie Ochoa. Full execution of contract and services cannot not be rendered until such document is submitted for proper execution.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/16/2009

PRODUCER
THUMANN AGENCY
12770 Coit Rd #110
Dallas, TX 75251
(972) 991-9100

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
Maria L.Trevino Ochoa
2204 N. H Street
McAllen, TX 78501

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: Burlington 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/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	295B005034	09/15/09	09/15/10	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 500,000 $ 100,000 $ 5,000 $ 500,000 $ 500,000 $ INCL
		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? (Mandatory in NH) Y/N 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 listed as an Additional Insured on the General Liability Policy listed above.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S. Highway Bus. 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, 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

Deliz Sappenfield

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TEXAS LIABILITY INSURANCE CARD



FARMERS



LORIE OCHOA
2204 N H ST
MCALLEN, TX 78501-5683

Policy Number: 41871715
Effective Date: 09/04/2009
Expiration Date: 04/07/2010
NAIC Number: 24392

Year	Make	Model	VIN
*****	**********	**********	**********
2009	CHEVROLET	C1500 SILVERADO	1GCEC19089Z145608
*****	**********	**********	**********

1-800-225-0011

This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicle and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

Agent Name: Bernardo Ramirez III
Phone No: (956)783-5000

2-09 A1662301

Texas Liability Insurance Card

Keep This Card

IMPORTANT: This card or a copy of your insurance policy must be shown when you apply for or renew your:

- motor vehicle registration
- driver's license
- motor vehicle safety inspection sticker.

You also may be asked to show this card or your policy if you have an accident or if a peace officer asks to see it.

All drivers in Texas must carry liability insurance on their vehicles or otherwise meet legal requirements for financial responsibility. Failure to do so could result in fines up to $1,000, suspension of your driver's license and motor vehicle registration, and impoundment of your vehicle for up to 180 days (at a cost of $15 per day).

Tarjeta de Seguro de Responsabilidad de Texas

Guarde esta tarjeta.

IMPORTANTE: Esta tarjeta o una copia de su poliza de seguro debe ser mostrada cuando usted solicite o renueve su:

- registro de vehiculo de motor
- licencia para conducir
- etiqueta de inspeccion de seguridad para su vehiculo.

Puede que usted tenga tambien que mostrar esta tarjeta o su poliza de seguro si tiene un accidente o si un oficial de la paz se la pide.

Todos los conductores en Texas deben de tener seguro de responsabilidad para sus vehiculos, o de otra manera llenar los requisitos legales de responsabilidad civil. Fallo en llenar este requisito pudiera resultar en multas de hasta $1,000, suspension de su licencia para conducir y su registro de vehiculo de motor, y la retencion de su vehiculo por un periodo de hasta 180 dias (a un costo de $15 por dia).

A1662302

QUALIFICATIONS AND CREDENTIALS

Lorie Ochoa, Ed. D., PHR

Lorie_Ochoa@Yahoo.Com
956.655.0547

Professional Qualifications in Human Resources

- Certified Mediator
- Experience in EEOC Investigations
- Experience in Screening, Interviewing, Recruiting, Hiring
- Experience in Negotiating Salary/Compensation
- Experience with Designing HR Metrics
- Experience with Federal Employment Law
- Experience with Texas Employment Law
- Experienced with Exempt/Non-Exempt practices
- Experience in Health and Safety Issues
- Experience in Design, Development and Enhancement of Employee Policies and Procedures
- Versed in FMLA, Worker's Compensation, USERRA, FLSA, and HIPPA Regulations
- Experience in Strategic Planning and Developing HR Scorecards
- Experience in Quantitative and Qualitative Evaluation

Professional Qualifications in Training and Development

- Experience in Instructional Design, Research, and Implementation
- Experience in Corporate Training
- Experience in Designing and Teaching On-line Classes
- Experience in designing schedules for comprehensive training calendars

Experience in Talent Acquisition

- Designed and Developed recruiting strategies to fill current and prospective vacancies
- Designed and Developed retention strategies to retain quality employees
- Excellent communication skills with prospective employees regarding the Company's culture, benefits

Design and Development of Protocols, Policies and Best Practices

- Experience in updating Employee Handbook to reflect current laws and best practices
- Experience in developing electronic forms and processes to address employee needs i.e. employees request for vacation, exceptions to company policy, questions on insurance benefits, payroll, appraisals, etc.
- Experience in develop HR Budget, Yearly Action Plan, Appraisal protocol
- Design, Develop, and Implement training for new and experienced supervisors

Maintain HR Knowledge Base

- Maintain knowledge of the broad range of relationships that may impact an employee, employer, or applicant
- Maintain knowledge of federal and state laws, company policies, practices and ethical obligations to investigate, evaluate, and recommend an appropriate resolution to an employee regarding a labor relations' complaint
- Maintain knowledge on performance management principles, including tools, methods and practices used to link the relationship between business goals and individual performance objectives, competencies, skills and knowledge
- Employment Law: Knowledge of regulatory laws that affect employment. This includes an understanding of ADA, FMLA, and Title VII/Civil Rights Act

Communication with Current Employees

- Update and maintain Company policies and procedures
- Counsel and advise managers of appropriate interventions to address employee relation issues (e.g., performance improvement process)
- Educate managers and employees on HR policies, plans, programs, practices, processes, and tools to enhance organizational capability related to the management and development of people and consistent delivery (e.g., compensation, benefits, development projects, EEO)
- Plan and implement HR processes, plans, programs, and tools with business leader(s) to build and enhance organizational capability
- Manage employee relations, benefits and record-keeping programs
- Coach managers and employees on planning, tracking, reviewing and enhancing performance as well as career planning and development

Academic Qualifications:

Post Doctorate - Harvard School of Education, Cambridge, Massachusetts 1997
Doctorate in Educational Leadership/Curriculum - Texas A&M University-College Station, Texas 1993
Master of Science in Educational Administration-Texas A&M University Kingsville, Texas 1988
Bachelor of Science - Speech Communication with a Minor in English-Texas State University 1986

Executive Trainings:

- Leadership America, Washington D.C.
- Leadership Texas, Austin, Texas
- Dupont Leadership Training, Austin, Texas
- Governor's Management Program, Austin, Texas
- Stephen Covey's Leadership Training-Seven Habits of Highly Effective People, Texas Education Agency, Austin, Texas
- Mediation Certification, Austin, Texas

Employment

HR Consultant –
2008 -Present

Contracts with Energy Companies, Corporations and, Municipalities. Assist with recruitment (screening and interviewing), compliance audits, overall HR protocol audits. Provide training on Sexual Harassment, Basic, and Advance Supervision, Conflict Resolution, Mediation, Drug Testing in the Workplace, Telephone Etiquette, Design Organizational and Individual Development Plans, Design Curriculum, Provide Training in areas specific to company needs and Conduct surveys to assess employee/employer relationship, strengths, and challenges.

South Texas College
June 2008-August 2009

Department Chair/Professor-Human Resource Management Program Design the curriculum and course outcomes to address the standards and practices of the Human Resource industry; Incorporate international and national metrics into the HR program to ensure a global and comprehensive HR program; Recruit students into the program; Serve as the Program Liaison to various private and public entities

Lone Star National Bank
2006-2008

Senior Vice President for Human Resources and Training and Development-Provided leadership to a staff of twelve in administering the HR and Training and Development Departments; Design course of instruction to complement the Individual Development Plans and Succession Plans; Align training metrics to ensure fundamental and advanced benchmarks are incorporated into daily deliverables.

Hidalgo County
2003-2006

Chief of Staff- (3,000 FTE's)- Provided the leadership and management for the Office of the County Judge; Responsible for overseeing the administration of sixty-two departments, a county budget of $105 Million and a departmental budget of $125,000; Serve as Liaison to the SEIU, employee Union, facilitate Commissioner Court agendas to reflect items of discussion with the Union and Management; Responsible for the screening, recruitment, interviewing, and hiring of 12 department staff members; Communicated with federal, state, and local elected officials and addressed constituent and management concerns on a daily basis.

City of San Antonio
2000-2002

Social Services Manager-Responsible for the executive management of the Department of Labor's Youth Opportunity Program; Responsible for meeting the program measures of recruiting and serving young adults who were categorized as At-Risk; Collaborated with St. Phillip's Community College to offer instructional and technical programs; Developed the screening, recruitment, and interviewing protocols of approximately 600 applicants for the ultimate hiring of approximately 200 staff members;

Negotiated salaries and contracts; negotiated leases, purchased capital outlay and supplies for two facilities; Responsible for the negotiation with vendors and ensured the program delivered the Department of Labor's expected outcomes to meet the $12 million annual budget.

The University of Texas-Austin

1998- 2000 **State Director** - Center for Reading and Language Arts– Provided the leadership and management for the recruitment, interviewing, negotiating and staffing of 20 employees within the Center; Responsible for the development and implementation of the Center's professional development modules statewide initiatives; Collaborated with the Governor's Office and the White House on educational initiatives; Designed curriculum to address the state's literacy needs; and provided professional development to professors and teachers throughout the state on current initiatives.

The University of Texas Pan American

1996-1998 **Assistant Professor**- - Responsible for teaching graduate courses in the Department of Educational Leadership. Designed curriculum based on research and best practice on Supervision, Management, Personnel Recruitment, Retention and Evaluation, Leadership, Administration, and Curriculum and Instruction.

Texas Education Agency

1993-1996 **State Director**-Centers for Professional Development and Technology - Provided the leadership and management for the State's $32 million dollar budget to restructure university preparation programs which emphasized the use of technology; Designed an evaluation instrument to audit the state's ROI for this initiative; Responsible for the screening, interviewing and hiring of regional directors throughout the state; Organized regional and statewide conferences to discuss collaborative ideas and research on the development, hiring and retaining of highly qualified educators; Presented at various state-wide conferences on integrating technology and research into curriculum; Collaborated with 75% of Texas universities on the conversion of the newly-designed performance-based system.

Texas Education Agency

1991-1993 **Education Specialist**-Department of Accreditation; Conducted state-wide audits of Texas independent school districts; reviewed curriculum and programmatic initiatives; analyzed budgetary expenses; reviewed student assessment data.

Human Resource Professional Development Opportunities

September 2008	Professional Mediator Training
February 2008	Developing Drug Testing/Whistle Blower Policies
March 2008	HR Policies and Procedures
April 2008	Preparing for the Avian Flu and Staph Pandemic: What HR Must Do Now.
April 2008	First 90 Days-Keeping Your New Hires Effective
January 2007	Common Workplace Policies-Why they are Illegal
May 2007	How to Classify Properly (Exempt/Non-Exempt, Labor Contract)
July 2007	Affirmative Action-Managing the Process
July 2007	Dealing with Workplace Romance
August 2007	10 Things to Do Before you Discipline/Discharge Employees
August 2007	75th National Annual Operations and Human Resource Conference
August 2007	Top 20 Security Mistakes that A Smart Institution Never Makes
September 2007	Cutting Worker's Compensation Costs: How to Avoid Premium Traps
September 2007	Getting Along in the Workplace-Intergenerational
October 2007	Building a Recognition Culture
December 2007	Successfully Returning Telephone Calls
January 2006	Email and IM Rules-How to Avoid Legal Trouble
September 2006	Appraiser Training
October 2006	Fraud Prevention and Frontline Personnel
December 2006	Security Training

Professional Development Opportunities

2009	Society of Human Resource Management-Global Conference
2007	Society of Human Resource Management Executive Course: Analyzing Financial Metrics within the HR Department
2007	Human Resources-Employee or Independent Contractor-How to classify properly and stay out of legal trouble-Davis Wright Tremaine LLP
2007	Human Resources-Federal requirements regarding Background Checks-Smith Publishers
2007	Human Resources-Legal Overview-Cox, Smith, and Mathews Law Firm
2006	Banking Operations-Texas Bankers Association
2004	Leadership Conference, Washington D.C.,-Senator Ruben Hinojosa-Sponsor

Evangelina Garcia

From: Dr. Lorie Ochoa [lorie_ochoa@yahoo.com]
Sent: Thursday, November 12, 2009 6:54 AM
To: Evangelina Garcia
Cc: sylviasuehandy@aol.com
Subject: Re: FW: C-09-385-09-08-Consulting Services Contract

Good morning Evangelina,
I have not completed all of the deliverables stipulated on the contract. I believe the timeline was through the next two weeks.

However, in light of taking the temporary position with Precinct One, I will need to cancel the contract as soon as possible.
Please let me know what I need to submit to expedite this request. Also, please let me know when the cancellation will occur so that my official start date with the county does not overlap.

Thank you for your assistance.
--lorie

--- On **Tue, 11/10/09, Evangelina Garcia** <*evangelina.garcia@co.hidalgo.tx.us*> wrote:

From: Evangelina Garcia <evangelina.garcia@co.hidalgo.tx.us>
Subject: FW: C-09-385-09-08-Consulting Services Contract
To: "'Dr. Lorie Ochoa'" <lorie_ochoa@yahoo.com>
Date: Tuesday, November 10, 2009, 4:41 PM

Dr. Ochoa,

The stipulation of the terms of the contract state that the contract shall be effective upon approval unless otherwise specified by Precinct #1 and shall terminate on the earliest of ten (10) weeks or project completion. Pursuant this information, have you completed this project or can you brief me up to status in order to inform Marty.

I thank you in advance for your cooperation to this matter. If you have any questions and or concerns, please call me at the following listed telephone number.

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Tuesday, September 22, 2009 10:26 AM
To: 'Dr. Lorie Ochoa'
Subject: C-09-385-09-08-Consulting Services Contract

Importance: High

Dr. Ochoa;

Attached please find an executed contract for the "Consulting Services" in connection with the implementation of a Human Resources Department for Precinct #1. You may proceed in contacting the Precinct in order to start the process.

Should you have any questions and or concerns, please call me. Thank you.

Vangie Y. Garcia, Contract's Manager

2802 S. Business Hwy. 281

New Administration Building

Edinburg, Texas 78539

(956) 292-7000-Extension 4856

email: evangelina.garcia@co.hidalgo.tx.us

AI-18550 **22.C.1.**

Construction Material Test (On an as Needed Basis) Road & Bridge Projects/Pct. #2

CC REGULAR

Date:	11/17/2009
Submitted By:	Nielda Cavazos, PURCHASING DEPT.
Submitted For:	Nielda Cavazos
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Prct. 2

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service for Construction Material Testing Services;

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 Construction Material Testing Services required for Precinct No 2 Projects (on an as needed basis);

1st._____;2nd._____;3rd. _____;

c. Authority for the Purchasing Department to negotiate a professional Construction Materials Testing Services Contract with the No.1 ranked firm of _____ for the provision of Engineering Services for Precinct No 2 Projects (on an as needed basis).

d. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service for Construction Materials Testing Services .

e. 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 Precinct No 2 Projects (on an as needed basis).;

1st._____;2nd._____;3rd. _____;

f. Authority for the Purchasing Department to negotiate a professional Construction Materials Testing Services Contract with the No.1 ranked firm of _____ for the provision of Engineering Services for Precinct No 2 Projects (on an as needed basis).

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

As per Pct. #2, funding will be addressed with approval of each work authorization.

Attachments

Link: Grid Group I

Link: Grid Group II

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	11/13/2009 11:39 AM	APRV
2	Budget & Management	Erika Zamora	11/13/2009 11:43 AM	APRV
3	Roland Garcia	Rolando Garcia	11/13/2009 02:04 PM	APRV
4	Auditor's Office		11/13/2009 05:15 PM	NEW

Form Started By: Nielda Cavazos Started On: 11/13/2009 08:40 AM

Final Approval Date: 11/13/2009

HIDALGO COUNTY PRECINCT NO 2

FOR

On an as needed basis

Scoring & Evaluation GRID

Construction Material Testing Services
Group I

Total Scores	Millennium Engineering Group	Raba-Kistner	L&G Engineering	PSI	Earth Co.
Scores	93	91	90	83	69
Ranking					

SCORING & EVALUATION COMPLETED BY PCT NO 2

HIDALGO COUNTY PRECINCT NO 2

FOR

On an as needed basis

Scoring & Evaluation GRID

Construction Material Testing Services
Group 2

Total Scores	Raba-Kistner	L&G Engineering	PSI	Earth Co.
Scores	91	90	83	69
Ranking				

SCORING & EVALUATION COMPLETED BY PCT NO 2

AI-18467 **22.C.2.**

R. Gutierrez Engineering Payment Request for Cesar Chavez Drainage Project

CC REGULAR

Date:	11/17/2009
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	Purchasing Department

Information

CAPTION

Acceptance, and approval of request for payment on the following invoice(s):
a. Invoice #2758 10/26/2009 $10,800.00 Cesar Chavez Drainage Project
b. Invoice #2764 11/04/2009 $18,000.00 Cesar Chavez Drainage Project
submitted by R. Gutierrez Engineering Corporation, (#C-08-381-09-16) contracted project engineer, subject to Auditor's review and processing procedures completed and authority for County Treasurer to issue payment/check:

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 9-1339-431-00-122-039-0-733

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

BUDGETARY IMPACT:

available balance in account is $33,500.00 for PO Inc.
PO #620344 current balance is $22,800.00 + PO Inc $30,000.00 = $52,800.00 for (obj. 733)
*(Increase submitted to Purchasing on 11/06/2009)

Attachments

Link: Invoice #2758

Link: Invoice #2764

Link: PO Increase

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/12/2009 12:04 PM	APRV
2	Budget & Management	Erika Zamora	11/12/2009 01:30 PM	APRV
3	Roland Garcia	Rolando Garcia	11/13/2009 10:34 AM	APRV
4	Auditor's Office		11/13/2009 05:15 PM	NEW

Form Started By: Yolanda Cisneros Started On: 11/09/2009 11:28 AM

Final Approval Date: 11/13/2009

R. Gutierrez Engineering Corporation

130 E. Park
Pharr, TX 78577

Invoice Number: 2758
Monday, October 26, 2009

Invoice

To: Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577
Attention: Hector Palacios, Commissioner

Project: ENG08.024k Cesar Chavez Drainage Project
Topographic & Parcel Surveys

Project Manager: Luis Nava
Professional Services for the Period: 10/20/2009 to 10/26/2009

Billing Group: 01 *Phased Fixed Fee*

Topographic & Boundary Survey

Contract #: *C-08-381-09-16(WA#11)(PO#620344)*

Billing Fee: $87,500.00

Phase	Phase Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee
Topographic Survey	3,500.00	100.00	3,500.00	3,500.00	0.00
Boundary Survey (Est. 5 Parcels)	9,000.00	100.00	9,000.00	9,000.00	0.00
Right-of-Way Map (1.0 Miles)	3,000.00	0.00	0.00	0.00	0.00
Existing Easement/ROW Parcels Est. 40 Parcels)	72,000.00	70.00	50,400.00	39,600.00	10,800.00
			Total Phases:		***$10,800.00***

INVOICE RECEIVED BY:
Esmeralda Molina ON 10.28.09
GOODS/SERVICES RECEIVED BY:
Hector Palacios ON 10-28.09

Phase Billing Totals: ***$10,800.00***

Billing Group Subtotal: 10,800.00

Project Totals:

*** ***Total Project Invoice Amount:*** ***$10,800.00***

Ramiro Gutierrez
President

620344
9-1339-431-00-122-039-0-733
Req. #152225

R. Gutierrez Engineering Corporation

Cesar Chavez Drainage Lateral

Parcel Status

26-Oct-09

PARCEL No.	OWNER	ADDRESS	LEGAL DESCRIPTION	PARCELS SUBMITTED TO H.C.R.O.W. DEPT.		INVOICE NO.
				YES	NO	
1	Maria Guadalupe Perez	114 W. Thelma San Juan, TX 78589-3421	The North 165' of Lot 16, Block 44, Alamo Land & Sugar Company's Subdivision	X		2712
1A	Thelma Garcia	212 Martha St. Weslaco, Tx. 78596-4208	The South 165' of the North 330' of Lot 16, Block 44, Alamo Land & Sugar Company's Subdivision	X		2747
2	Oscar Santos	1200 East Jackson Ave. Pharr, TX 78577	Lot 15, Block 44 , Alamo Land & Sugar Company's Subdivision	X		2712
3	William R. Tompkins, Jr., and wife Ann Tompkins	1306 Sioux Rd, Alamo, TX 78516	Lot 15, Block 44 , Alamo Land & Sugar Company's Subdivision	X		2712
4	John Craig Kautsch	705 Business 83 Alamo, TX 78516	Lot 14, Block 44, Alamo Land & Sugar Company's Subdivision	X		2712
5	Kevin L. Swanson and Leland Swanson	PO Box 426 Alamo, TX 78516	Lot 13, Block 44, Alamo Land & Sugar Company's Subdivision	X		2712
6	Antioch Bible Church	RR1, Box 100B Alamo, TX 78516-7075	The South 165' of Lot 12, Block 44, Alamo Land & Sugar Company's Subdivision	X		2747

R. Gutierrez Engineering Corporation

Cesar Chavez Drainage Lateral

Survey Status (Transfer HCID#2 to HCDD#1)

26-Oct-09

PARCEL No.	OWNER	ADDRESS	LEGAL DESCRIPTION	PARCELS SUBMITTED TO H.C. R.O.W. DEPT.		INVOICE NO.
				YES	NO	
01	Antioch Bible Church	RR1, Box 100B Alamo, TX 78516-7075	A 5.0-acre tract out of Lot 12, Block 45, Alamo Land and Sugar Company's Subdivision	X		2747
02	HJ & CD Young Limited Partnership, Charles H. Young and F. Arlone Young, Co-Trustees of the Charles Home Young Trust		The West one half (1/2) of Lot 9, Block 45, Alamo Land and Sugar Company's Subdivision	X		2747
03	David T. Dick		The East one half (1/2) of Lot 9, Block 45, Alamo Land and Sugar Company's Subdivision	X		2747
04	Kevin L. Swanson and Leland Swanson	PO Box 426 Alamo, TX 78516	A 10.95-acre tract out of Lot 13, Block 44, Alamo Land and Sugar Company's Subdivision	X		2747
05	Kevin L Swanson		The West one half (1/2) of West one half (1/2) of Lot 16, Block 45, Alamo Land and Sugar Company's Subdivision	X		2747
06	Lloyd Howard Glover, Jr., Judith Ann Caudle (a/k/a) Judith Ann Benningfield, Richard Dale Glover		The East one half (1/2) of West one half (1/2) of Lot 16, Block 45, Alamo Land and Sugar Company's Subdivision	X		2747
07	Lloyd Howard Glover, Jr., Judith Ann Caudle (a/k/a) Judith Ann Benningfield, Richard Dale Glover		The East one half (1/2) of Lot 16, Block 45, Alamo Land and Sugar Company's Subdivision	X		2747
08	L.D.F. Investments		The South 11.0-acres of the South one half (1/2) of Lot 10, Block 45, Alamo Land and Sugar Company's Subdivision	X		2747
09	Paul Lee Windbigler		The North one half (1/2) of Lot 15, Block 45, Alamo Land and Sugar Company's Subdivision	X		2747
10	Hidalgo County Irrigation District No. 2		The South 30 feet of Villarreal Subdivision	X		2751
11	Hidalgo County Irrigation District No. 2		The North 50 feet of Sioux Estates Subdivision Unit No. 2 and the10' additional Drain Ditch.	X		2751

R. Gutierrez Engineering Corporation

Cesar Chavez Drainage Lateral

Survey Status (Transfer HCID#2 to HCDD#1)

26-Oct-09

PARCEL No.	OWNER	ADDRESS	LEGAL DESCRIPTION	PARCELS SUBMITTED TO H.C. R.O.W. DEPT.		INVOICE NO.
				YES	NO	
12	J.H.McKeever and wife, Lucille T. McKeever	511 Sioux Rd. Alamo, Tx. 78516	A 5.0-acre tract out of Lot 12, Block 45, Alamo Land and Sugar Company's Subdivision	X		2751
13	Blas Estrada and Maria Estrada	323 El Dorado Rd. Alamo, Tx. 78516	A 5.0-acre tract out of Lot 12, Block 45, Alamo Land and Sugar Company's Subdivision	X		2751
14	Cesar Amauri Zecca and wife, Leticia Zecca	315 El Dorado Rd. Alamo, Tx. 78516	A 5.0-acre tract out of Lot 12, Block 45, Alamo Land and Sugar Company's Subdivision	X		2751
15	Modesto Martinez III	5076 Crested Hill Dr, Pueblo CO. 81008	A 10.0-acre Tract out of Lot 12, Block 45, Alamo Land and Sugar Company's Subdivision	X		2751
16	Arthur W. Klang, Jr., and Marchea E. Klang, Trustees under the Arthur W. Klang, Jr. and Marchea E. Klang Trust.	3001 W. Rollins Rd. Columbiam. MO 65203-0731	The West one half (1/2) of Lot 13, Block 45, Alamo Land and Sugar Company's Subdivision	X		2752
17	Maria del Refugio Zapata	P.O. Box 303 Alamo, Tx. 78516-0303	A 5.0-acre tract out of Lot 13, Block 45, Alamo Land and Sugar Company's Subdivision	X		2752
18	Rolando Basaldua and wife, Sandra S. Basaldua	304 Sioux Rd. Alamo, Tx. 78516	A 5.0-acre tract out of Lot 13, Block 45, Alamo Land and Sugar Company's Subdivision	X		2752
19	Juan Carlos Briseño and wife, Dora E. Briseño	308 W. Salazar, San Juan, Tx. 78589	The East one half (1/2) of Lot 13, Block 45, Alamo Land and Sugar Company's Subdivision	X		2752
20	Maria Ilda Avila	P.O. Box 913, San Juan, Tx.	A 5.0-acre tract out of Lot 13, Block 45, Alamo Land and Sugar Company's Subdivision	X		2752
21						
22						
23	Hidalgo County Irrigation District No. 2		The North 45.0 feet of North Alamo Village	X		2758
24	Texas State Bank	P.O. Box 4797 McAllen, Tx. 78502-4797	The West 10-acres of the East one-half of Lot 16, Block 46, Alamo Land and Sugar Company's Subd.	X		2758
25	Olivia Fern George	P.O. Box 526 San Juan, Tx. 78589	A 6.50-acres out of the East one-half of Lot 16, Block 46, Alamo Land and Sugar Company's Subd	X		2758

R. Gutierrez Engineering Corporation

Cesar Chavez Drainage Lateral

Survey Status (Transfer HCID#2 to HCDD#1)

26-Oct-09

PARCEL No.	OWNER	ADDRESS	LEGAL DESCRIPTION	PARCELS SUBMITTED TO H.C. R.O.W. DEPT.		INVOICE NO.
				YES	NO	
26	Fidel Pizano and wife, Norma Pizano	804 W. Minnesota Rd. San Juan, Tx. 78589	A 5.152-acre tract being the East 5.00 feet of Lot 9, and the West 165 feet of Lot 10, Alamo Land and Sugar Company's Subd	X		2758
27	Matilde G. Rodriguez	143 Eldora Rd. Alamo, Tx. 78516-6867	A 5.0-acre tract being the East 5.0-acres of the West 10.0-acres of Lot 10, Block 46, Alamo Land and Sugar Company's Subd	X		2758
28	Maria D. Vargas	139 Eldora Rd. Alamo, Tx. 78516-6867	A 5.0-acre tract out of Lot 10, Block 46, Alamo Land and Sugar Company's Subdivision	X		2758

R. Gutierrez Engineering Corporation

October 26, 2009

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
301 E. State Street
Pharr, TX 78577

RE: Cesar Chavez Drainage Topographic & Parcel Surveys – Invoice ENG08.024k

Dear Commissioner Palacios:

I am submitting an invoice for the above referenced project. We have completed a total of 33 parcels and have submitted them to the Right-of-Way Department.

If you have any questions, please call Ramiro or myself so that we may discuss them. You can call us at 956-782-2557 or Ramiro on his mobile at 956-227-2154.

Sincerely,

Jaime Jaimez, Jr.
Accounting Manager

cc: File

130 East Park – Pharr, TX 78577 – Telephone: 956-782-2557 – Fax: 956-782-2558 – E-mail: jaime@rgutierrezengineering.com

R. Gutierrez Engineering Corporation

Transmittal Form

TO: Commissioner Palacios
Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577

FROM: Jaime Jaimez, Jr.
SUBJECT: Cesar Chavez Drainage Topo & Parcel Surveys
PROJECT NO.: ENG08.024k
DATE: October 28, 2009

WE ARE SENDING YOU X ATTACHED ___ UNDER SEPARATE COVER VIA Hand Delivery THE FOLLOWING ITEMS:

___ BLUEPRINTS	___ PLANS	___ SHOP DRAWINGS	___ CD
___ CHANGE ORDER	___ SAMPLES	___ PAYMENT REQUEST	X OTHER: INVOICE
___ BID TABULATION	___ CONTRACT DOCUMENTS	___ RECORD DRAWINGS	___ 3 1/2" DISKETTE

QUANTITY / SETS	DATED	ITEM DESCRIPTION
1	10/26/2009	Invoice No. 2758 w/list of parcels
1	10/26/2009	Cover Letter

THESE ARE TRANSMITTED AS CHECKED BELOW:

___ FOR BIDS DUE	___ APPROVED AS NOTED	___ FOR YOUR RECORDS
___ FOR APPROVAL	___ APPROVED AS SUBMITTED	___ FOR YOUR ACKNOWLEDGEMENT
___ FOR YOUR USE	___ RETURN FOR CORRECTIONS	___ RESUBMIT FOR APPORVAL
___ AS REQUESTED	X FOR FURTHER PROCESSING	___ ON LOAN
___ FOR REVIEW AND COMMENT	___ FOR SIGNATURE	___ OTHER

COMMENTS:

RECEIVED

OCT 28 2009

Copy Distribution: file

Received by:

130 East Park Ave. - Pharr, TX 78577 - Tel: 956 - 782 - 2557 - Fax: 956 - 782 - 2558 - Email: jaime@rgutierrezengineering.com

R. Gutierrez Engineering Corporation

130 E. Park
Pharr, TX 78577

Invoice Number: 2764
Wednesday, November 04, 2009

Invoice

To: Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577
Attention: Hector Palacios, Commissioner

Project: ENG08.024k Cesar Chavez Drainage Project
Topographic & Parcel Surveys

Project Manager: Luis Nava
Professional Services for the Period: 10/27/2009 to 11/04/2009

Billing Group: 01 *Phased Fixed Fee*

Topographic & Boundary Survey

Contract #: *C-08-381-09-16(WA#11)(PO#620344)*

Billing Fee: $87,500.00

Phase	*Phase Fee*	*Percent Complete*	*Fee Earned*	*Prior Billing*	*Current Fee*
Topographic Survey	3,500.00	100.00	3,500.00	3,500.00	0.00
Boundary Survey (Est. 5 Parcels)	9,000.00	100.00	9,000.00	9,000.00	0.00
Right-of-Way Map (1.0 Miles)	3,000.00	0.00	0.00	0.00	0.00
Existing Easement/ROW Parcels Est. 40 Parcels)	72,000.00	95.00	68,400.00	50,400.00	18,000.00
			Total Phases:		***$18,000.00***

INVOICE RECEIVED BY:
Esmeralda Molina ON 11.4.09
GOODS/SERVICES RECEIVED BY:
Hector Palacios ON 11.4.09

Phase Billing Totals: ***$18,000.00***

Billing Group Subtotal: 18,000.00

Project Totals:

*** ***Total Project Invoice Amount:*** ***$18,000.00***

Ramiro Gutierrez
President

620344
9-1339-431-00-122-039-0-733
Req. #152225

R. Gutierrez Engineering Corporation

Cesar Chavez Drainage Lateral

Parcel Status

26-Oct-09

PARCEL No.	OWNER	ADDRESS	LEGAL DESCRIPTION	PARCELS SUBMITTED TO H.C.R.O.W. DEPT.		INVOICE NO.
				YES	NO	
1	Maria Guadalupe Perez	114 W. Thelma San Juan, TX 78589-3421	The North 165' of Lot 16, Block 44, Alamo Land & Sugar Company's Subdivision	X		2712
1A	Thelma Garcia	212 Martha St. Weslaco, Tx. 78596-4208	The South 165' of the North 330' of Lot 16, Block 44, Alamo Land & Sugar Company's Subdivision	X		2747
2	Oscar Santos	1200 East Jackson Ave. Pharr, TX 78577	Lot 15, Block 44 , Alamo Land & Sugar Company's Subdivision	X		2712
3	William R. Tompkins, Jr., and wife Ann Tompkins	1306 Sioux Rd, Alamo, TX 78516	Lot 15, Block 44 , Alamo Land & Sugar Company's Subdivision	X		2712
4	John Craig Kautsch	705 Business 83 Alamo, TX 78516	Lot 14, Block 44, Alamo Land & Sugar Company's Subdivision	X		2712
5	Kevin L. Swanson and Leland Swanson	PO Box 426 Alamo, TX 78516	Lot 13, Block 44, Alamo Land & Sugar Company's Subdivision	X		2712
6	Antioch Bible Church	RR1, Box 100B Alamo, TX 78516-7075	The South 165' of Lot 12, Block 44, Alamo Land & Sugar Company's Subdivision	X		2747

R. Gutierrez Engineering Corporation

Cesar Chavez Drainage Lateral

Survey Status (Transfer HCID#2 to HCDD#1)

4-Nov-09

PARCEL No.	OWNER	ADDRESS	LEGAL DESCRIPTION	PARCELS SUBMITTED TO H.C. R.O.W. DEPT.		INVOICE NO.
				YES	NO	
01	Antioch Bible Church	RR1, Box 100B Alamo, TX 78516-7075	A 5.0-acre tract out of Lot 12, Block 45, Alamo Land and Sugar Company's Subdivision	X		2747
02	HJ & CD Young Limited Partnership, Charles H. Young and F. Arlone Young, Co-Trustees of the Charles Home Young Trust		The West one half (1/2) of Lot 9, Block 45, Alamo Land and Sugar Company's Subdivision	X		2747
03	David T. Dick		The East one half (1/2) of Lot 9, Block 45, Alamo Land and Sugar Company's Subdivision	X		2747
04	Kevin L. Swanson and Leland Swanson	PO Box 426 Alamo, TX 78516	A 10.95-acre tract out of Lot 13, Block 44, Alamo Land and Sugar Company's Subdivision	X		2747
05	Kevin L Swanson		The West one half (1/2) of West one half (1/2) of Lot 16, Block 45, Alamo Land and Sugar Company's Subdivision	X		2747
06	Lloyd Howard Glover, Jr., Judith Ann Caudle (a/k/a) Judith Ann Benningfield, Richard Dale Glover		The East one half (1/2) of West one half (1/2) of Lot 16, Block 45, Alamo Land and Sugar Company's Subdivision	X		2747
07	Lloyd Howard Glover, Jr., Judith Ann Caudle (a/k/a) Judith Ann Benningfield, Richard Dale Glover		The East one half (1/2) of Lot 16, Block 45, Alamo Land and Sugar Company's Subdivision	X		2747
08	L.D.F. Investments		The South 11.0-acres of the South one half (1/2) of Lot 10, Block 45, Alamo Land and Sugar Company's Subdivision	X		2747
09	Paul Lee Windbigler		The North one half (1/2) of Lot 15, Block 45, Alamo Land and Sugar Company's Subdivision	X		2747
10	Hidalgo County Irrigation District No. 2		The South 30 feet of Villarreal Subdivision	X		2751
11	Hidalgo County Irrigation District No. 2		The North 50 feet of Sioux Estates Subdivision Unit No. 2 and the10' additional Drain Ditch.	X		2751
12	J.H.McKeever and wife, Lucille T. McKeever	511 Sioux Rd. Alamo, Tx. 78516	A 5.0-acre tract out of Lot 12, Block 45, Alamo Land and Sugar Company's Subdivision	X		2751
13	Blas Estrada and Maria Estrada	323 El Dorado Rd. Alamo, Tx. 78516	A 5.0-acre tract out of Lot 12, Block 45, Alamo Land and Sugar Company's Subdivision	X		2751
14	Cesar Amauri Zecca and wife, Leticia Zecca	315 El Dorado Rd. Alamo, Tx. 78516	A 5.0-acre tract out of Lot 12, Block 45, Alamo Land and Sugar Company's Subdivision	X		2751
15	Modesto Martinez III	5076 Crested Hill Dr, Pueblo CO. 81008	A 10.0-acre Tract out of Lot 12, Block 45, Alamo Land and Sugar Company's Subdivision	X		2751
16	Arthur W. Klang, Jr., and Marchea E. Klang, Trustees under the Arthur W. Klang, Jr. and Marchea E. Klang Trust.	3001 W. Rollins Rd. Columbiam. MO 65203-0731	The West one half (1/2) of Lot 13, Block 45, Alamo Land and Sugar Company's Subdivision	X		2752
17	Maria del Refugio Zapata	P.O. Box 303 Alamo, Tx. 78516-0303	A 5.0-acre tract out of Lot 13, Block 45, Alamo Land and Sugar Company's Subdivision	X		2752

R. Gutierrez Engineering Corporation

Cesar Chavez Drainage Lateral

Survey Status (Transfer HCID#2 to HCDD#1)

4-Nov-09

PARCEL No.	OWNER	ADDRESS	LEGAL DESCRIPTION	PARCELS SUBMITTED TO H.C. R.O.W. DEPT.		INVOICE NO.
				YES	NO	
18	Rolando Basaldua and wife, Sandra S. Basaldua	304 Sioux Rd. Alamo, Tx. 78516	A 5.0-acre tract out of Lot 13, Block 45, Alamo Land and Sugar Company's Subdivision	X		2752
19	Juan Carlos Briseño and wife, Dora E. Briseño	308 W. Salazar, San Juan, Tx. 78589	The East one half (1/2) of Lot 13, Block 45, Alamo Land and Sugar Company's Subdivision	X		2752
20	Maria Ilda Avila	P.O. Box 913, San Juan, Tx.	A 5.0-acre tract out of Lot 13, Block 45, Alamo Land and Sugar Company's Subdivision	X		2752
21	Paul H. Obst, and wife Joyce Lynn Obst	1543 N. Alamo Road Alamo, TX 78516-6811	A 5.0-acre tract out of Lot 13, Block 45, Alamo Land and Sugar Company's Subdivision	X		2764
22	Jose Luis Tello	PO Box 5935 McAllen, Tx. 78502-5935	A 0.662-acre tract of land out of a 21.8-acre tract being the east 1/2 of Lot 9, Blk 46, except the east 5.00 ft. and the east 66 ft. of the west 1/2 of lot 9 blk 46 Alamo Land & Sugar Co. Subd.	X		2764
23	Hidalgo County Irrigation District No. 2		The North 45.0 feet of North Alamo Village	X		2758
24	Texas State Bank	P.O. Box 4797 McAllen, Tx. 78502-4797	The West 10-acres of the East one-half of Lot 16, Block 46, Alamo Land and Sugar Company's Subd.	X		2758
25	Olivia Fern George	P.O. Box 526 San Juan, Tx. 78589	A 6.50-acres out of the East one-half of Lot 16, Block 46, Alamo Land and Sugar Company's Subd	X		2758
26	Fidel Pizano and wife, Norma Pizano	804 W. Minnesota Rd. San Juan, Tx. 78589	A 5.152-acre tract being the East 5.00 feet of Lot 9, and the West 165 feet of Lot 10, Alamo Land and Sugar Company's Subd	X		2758
27	Matilde G. Rodriguez	143 Eldora Rd. Alamo, Tx. 78516-6867	A 5.0-acre tract being the East 5.0-acres of the West 10.0-acres of Lot 10, Block 46, Alamo Land and Sugar Company's Subd	X		2758
28	Maria D. Vargas	139 Eldora Rd. Alamo, Tx. 78516-6867	A 5.0-acre tract out of Lot 10, Block 46, Alamo Land and Sugar Company's Subdivision	X		2758
29	Michelle Farias	Box 5308 Alamo, Tx. 78516	A 5.0-acre tract being the East 5.0-acres of the West 20.0-acres of Lot 10, Block 46, Alamo Land and Sugar Company's Subdivision	X		2764
30	Gerardo A Gomez	602 Gardenia Dr. San Juan, Tx. 78589-3895	A 5.16-acre tract out of Lot 10, Block 46, Alamo Land and Sugar Company's Subdivision	X		2764
31	Joel Moncivais	RR 8 Box 4663 Donna, Tx. 78537-9808	A 5.16-acre tract out of Lot 10, Block 46, Alamo Land and Sugar Company's Subdivision	X		2764
32	Leonel Moncivais, Jr. and wife, Helen B. Moncivais	113 Eldora Rd. Alamo, Tx. 78516-6867	A 5.16-acre tract out of Lot 10, Block 46, Alamo Land and Sugar Company's Subdivision	X		2764
33	Jose Angel and Olivia Cazares	107 Eldora Rd. Alamo, Tx. 78516-6867	A 5.16-acre tract out of Lot 10, Block 46, Alamo Land and Sugar Company's Subdivision	X		2764

R. Gutierrez Engineering Corporation

Cesar Chavez Drainage Lateral

Survey Status (Transfer HCID#2 to HCDD#1)

4-Nov-09

PARCEL No.	OWNER	ADDRESS	LEGAL DESCRIPTION	PARCELS SUBMITTED TO H.C. R.O.W. DEPT.		INVOICE NO.
				YES	NO	
34	Israel Canche and wife, Juanita M. Canche	717 Greenwood Circle Alamo,Tx. 78516-3760	A 5.16-acre tract out of Lot 10, Block 46, Alamo Land and Sugar Company's Subdivision	X		2764
35	Gilberto Gonzalez	PO Box 541 Alamo, Tx. 78516-0541	The West 10 acres of Lot 15, Blk 46, Alamo Land & Sugar Co. Subd.	X		2764
36	Leocadio T. Guerrero	316 S. 24th Street Donna, Tx. 78537-3514	A 5.00-acre tract out of Lot 15, Block 46, Alamo Land and Sugar Company's Subdivision	X		2764

R. Gutierrez Engineering Corporation

November 4, 2009

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
301 E. State Street
Pharr, TX 78577

RE: Cesar Chavez Drainage Topographic & Parcel Surveys – Invoice ENG08.024k

Dear Commissioner Palacios:

I am submitting an invoice for the above referenced project. We have completed a total of 43 parcels and have submitted them to the Right-of-Way Department.

If you have any questions, please call Ramiro or myself so that we may discuss them. You can call us at 956-782-2557 or Ramiro on his mobile at 956-227-2154.

Sincerely,

Jaime Jaimez, Jr.
Accounting Manager

cc: File

130 East Park – Pharr, TX 78577 – Telephone: 956-782-2557 – Fax: 956-782-2558 – E-mail: jaime@rgutierrezengineering.com

R. Gutierrez Engineering Corporation

Transmittal Form

TO: Commissioner Palacios
Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577

FROM: Jaime Jaimez, Jr.
SUBJECT: Cesar Chavez Drainage Topo & Parcel Surveys
PROJECT NO.: ENG08.024k
DATE: November 4, 2009

WE ARE SENDING YOU X ATTACHED ___ UNDER SEPARATE COVER VIA Hand Delivery THE FOLLOWING ITEMS:

___ BLUEPRINTS	___ PLANS	___ SHOP DRAWINGS	___ CD
___ CHANGE ORDER	___ SAMPLES	___ PAYMENT REQUEST	X OTHER: INVOICE
___ BID TABULATION	___ CONTRACT DOCUMENTS	___ RECORD DRAWINGS	___ 3 1/2" DISKETTE

QUANTITY / SETS	DATED	ITEM DESCRIPTION
1	11/04/2009	Invoice No. 2764 w/list of parcels
1	11/04/2009	Cover Letter

THESE ARE TRANSMITTED AS CHECKED BELOW:

___ FOR BIDS DUE	___ APPROVED AS NOTED	___ FOR YOUR RECORDS
___ FOR APPROVAL	___ APPROVED AS SUBMITTED	___ FOR YOUR ACKNOWLEDGEMENT
___ FOR YOUR USE	___ RETURN FOR CORRECTIONS	___ RESUBMIT FOR APPORVAL
___ AS REQUESTED	X FOR FURTHER PROCESSING	___ ON LOAN
___ FOR REVIEW AND COMMENT	___ FOR SIGNATURE	___ OTHER

COMMENTS:

Copy Distribution: file

Received by: Mary 11/9/09

130 East Park Ave. - Pharr, TX 78577 - Tel: 956 - 782 - 2557 - Fax: 956 - 782 - 2558 - Email: jaime@rgutierrezengineering.com

PURCHASE ORDER INCREASE
COUNTY OF HIDALGO

Department: Hidalgo County Precinct #2
Contact Name: Yoli Cisneros
Telephone # (956) 787-1891

Purchase Order Number: 620344
Increase # 02 for this Purchase Order
Procurement Method:

- ❑ Contract # C-08-381-09-16
- ❑ Cooperative Awarded Vendor (TBPC State Award, TCPN, TASB-Buyboard)
- ❑ Quotes over $1,000.00 (verbal quotes)
- ❑ Quotes over $5,000.00 (attach written quotes)

TO: Vendor Number: 234443
Vendor Name: R. Gutierrez Engineering Corp
Address: 130 E. Park Ave.
Pharr, Texas 78577

Increase Purchase Order for the following items:

Quantity	UOM	Description	Unit Price	Amount
		Amount of Original Purchase Order		$21,500.00
1	Each	Topographic and Boundary Surveying		
		9-1339-431-00-122-039-0-711	$0.00	$0.00
		9-1339-431-00-122-039-0-733	$30,000.00	$30,000.00
		AFTER APPROVAL PLEASE SEND TO AUDITORS' OFFICE ATTENTION LUPITA GARZA		
		Amount of Increase Request		$30,000.00
		TOTAL AMOUNT		***$91,500.00***

Account Number: ***9-1339-431-00-122-039-0-XXX***

Reason: Increase needed to cover the parcels and surveys needed for the continuation of Cesar Chavez Drainage Project.

Authorization: _____ November 6, 2009
Department Head — Date

Reviewed by: _____ _____
Purchasing Department — Date

Approved By: _____ _____
Purchasing Agent — Date

Approved By: _____ _____
Hidalgo County Auditor — Date

AI-18493 **22.D.1.**

Requesting approval of invoice

CC REGULAR

Date:	11/17/2009
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Prct. 3

Information

CAPTION

Acceptance and approval of invoices submitted by L & G Consulting Engineers, Inc., project engineer for the following:
a. Invoice #11323227 - $68,816.00 for project: "FM 681 from FM 2221 to SH 107" C-09-192-06-08;
b. Invoice #11323228 - $27,482.40 for project: "FM 681 from FM 2221/FM492: FM 681 to FM 364" C-09-192A-06-08;

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1315-431-00-123-070-0-841

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

BUDGETARY IMPACT:

For Invoice No. 11323227: Available funds in P.O. #625224 as of 11/12/09 is $1,362,330.00.

FISCAL YEAR: 2009 **ACCT. #:** 9-1315-431-00-123-071-0-841

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

BUDGETARY IMPACT:

For Invoice No. 11323228: Available funds in P.O. #625225 as of 11/12/09 is $699,550.80.

Attachments

Link: Invoice No. 11323227 & 11323228

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/12/2009 12:14 PM	APRV
2	Budget & Management	Erika Zamora	11/12/2009 01:35 PM	APRV
3	Perla Lopez	Perla Lopez	11/12/2009 02:52 PM	APRV
4	Auditor's Office		11/13/2009 05:15 PM	NEW

Form Started By: Rocio Villarreal

Started On: 11/10/2009 11:42 AM

Final Approval Date: 11/13/2009

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11323227
INVOICE DATE: 10/31/09

BILL TO: 08
Hidalgo County Pct. #3
P.O. Box 607
Mission, TX 78572

JOB: 090501
FM 681
From FM 2221 to SH 107

Contract# C-09-192-06-08 P.O.#625224

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of October 2009.						
13002-ROW Map	6,200.00	4,340.00	310.00	4,650.00	75.0	1,550.00
13020-ROW Map/Sub	158,100.00	118,575.00	23,715.00	142,290.00	90.0	15,810.00
15001-Surv,Plans&Des	677.32				0.0	677.32
15010-Field Srvy/Sub	65,748.00	59,173.20	3,287.40	62,460.60	95.0	3,287.40
15050-Outfall Sy Sub	15,204.00	13,683.60	1,520.40	15,204.00	100.0	
15060-Outfall Sy Sub	34,218.00	20,530.80	13,687.20	34,218.00	100.0	
16001-Rdwy Design	365,920.00	91,480.00	18,296.00	109,776.00	30.0	256,144.00
16102-Hydraulic Dsgn	40,000.00	6,000.00	2,000.00	8,000.00	20.0	32,000.00
16104-Outfall Dsgn	40,000.00	6,000.00		6,000.00	15.0	34,000.00
16201-Signing	20,000.00				0.0	20,000.00
16202-Pvmt Marking	16,000.00				0.0	16,000.00
16230- Signal/Illum	81,509.43				0.0	81,509.43
16302-Traf Cntrl Pln	30,000.00	24,000.00	1,500.00	25,500.00	85.0	4,500.00
16304-Irrigation	30,000.00	10,500.00	1,500.00	12,000.00	40.0	18,000.00
16306-Qty Specs	30,000.00	6,000.00		6,000.00	20.0	24,000.00
16307-Utilities	30,000.00	18,000.00	3,000.00	21,000.00	70.0	9,000.00
32001-Const. Mgnmt	30,566.04				0.0	30,566.04
60000-Row Acq. Admin	246,352.83				0.0	246,352.83
60100-Title Services	31,800.00				0.0	31,800.00
60200-Appraisal Srv	37,100.00				0.0	37,100.00
60220-Appr Svc/Sub	106,000.00				0.0	106,000.00
60300-Appraisal Rvw	22,525.00				0.0	22,525.00
60330-Appr Rev/Sub	19,875.00				0.0	19,875.00
60400-Parcel Negtion	185,500.00				0.0	185,500.00
60500-Clsng Srvs Fee	10,600.00				0.0	10,600.00
60600-Relocation Srv	48,000.00				0.0	48,000.00
60700-Land	38,716.98				0.0	38,716.98
TOTALS:	1,740,612.60	378,282.60	68,816.00	447,098.60	25.7	1,293,514.00

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11323227
INVOICE DATE: 10/31/09
PAGE: 2

156841
6025224

BILL TO: 08
Hidalgo County Pct. #3
P.O. Box 607
Mission, TX 78572

JOB: 090501
FM 681
From FM 2221 to SH 107

Contract# C-09-192-06-08 P.O.#625224

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH

ORIGINAL CONTRACT SUM	$	1,740,612.60
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	1,740,612.60
TOTAL COMPLETED TO DATE	$	447,098.60
LESS PREVIOUS INVOICES	$	378,282.60
CURRENT PAYMENT DUE	$	68,816.00

PROJECT MANAGER'S SIGNATURE

INVOICE RECEIVED BY
NK ON 11/9/09
GOODS/SERVICES RECEIVED BY
_____ ON 10/31/09
9-1315-431-00-23-070-0-841

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11323228
INVOICE DATE: 10/31/09

BILL TO: 08
Hidalgo County Pct. #3
P.O. Box 607
Mission, TX 78572

JOB: 090502
FM 681 Project
From FM 2221/FM 492:
FM 681 to FM 364

Contract# C-09-192A-06-08 P.O.#625225

Engineering services for the month of October 2009.

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
13020-ROW Map/Sub	99,200.00	74,400.00	14,880.00	89,280.00	90.0	9,920.00
15001-Surv.Plans&Des	16,611.68				0.0	16,611.68
15010-Field Srvy/Sub	30,940.00	27,846.00	1,547.00	29,393.00	95.0	1,547.00
15050-Outfall Sy/Sub	7,154.00	6,438.60	715.40	7,154.00	100.0	
16001-Rdwy Design	126,800.00	31,700.00	6,340.00	38,040.00	30.0	88,760.00
16102-Hydraulic Dsgn	20,000.00	3,000.00	1,000.00	4,000.00	20.0	16,000.00
16104-Outfall Dsgn	20,000.00	3,000.00		3,000.00	15.0	17,000.00
16201-Signing	10,000.00				0.0	10,000.00
16202-Pvmt Marking	8,000.00				0.0	8,000.00
16230-Signal/Ill Sub	38,490.57				0.0	38,490.57
16302-Traf Cntrl Pln	15,000.00	12,000.00	750.00	12,750.00	85.0	2,250.00
16304-Irrigation	15,000.00	5,250.00	750.00	6,000.00	40.0	9,000.00
16306-Qty Specs	15,000.00	3,000.00		3,000.00	20.0	12,000.00
16307-Utilities	15,000.00	9,000.00	1,500.00	10,500.00	70.0	4,500.00
32001-Const. Mgnmt	14,433.96				0.0	14,433.96
60000-Row Acq. Admin	131,672.17				0.0	131,672.17
60100-Title Services	19,200.00				0.0	19,200.00
60200-Appraisal Srv	22,400.00				0.0	22,400.00
60220-Appr Svc/Sub	64,000.00				0.0	64,000.00
60300-Appraisal Rvw	13,600.00				0.0	13,600.00
60330-Appr Rev/Sub	12,000.00				0.0	12,000.00
60400-Parcel Negtion	112,000.00				0.0	112,000.00
60500-Clsng Srvs Fee	6,400.00				0.0	6,400.00
60600-Relocation Srv	24,000.00				0.0	24,000.00
60700-Land	18,283.02				0.0	18,283.02
TOTALS:	875,185.40	175,634.60	27,482.40	203,117.00	23.2	672,068.40

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11323228
INVOICE DATE: 10/31/09
PAGE: 2

156844
625225

BILL TO: 08
Hidalgo County Pct. #3
P.O. Box 607
Mission, TX 78572

JOB: 090502
FM 681 Project
From FM 2221/FM 492:
FM 681 to FM 364

Contract# C-09-192A-06-08 P.O.#625225

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH

ORIGINAL CONTRACT SUM	$	875,185.40
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	875,185.40
TOTAL COMPLETED TO DATE	$	203,117.00
LESS PREVIOUS INVOICES	$	175,634.60
CURRENT PAYMENT DUE	$	27,482.40

PROJECT MANAGER'S SIGNATURE P.E.

INVOICE RECEIVED BY
[illegible] ON 11/9/09
GOODS/SERVICES RECEIVED BY
_____ ON 10/31/09

9-1315-431-00-123-071-0-841

AI-18520 **22.D.2.**

Pct 3-WA #7-Javier Hinojosa Engineering-C-09-176-04-28

CC REGULAR

Date:	11/17/2009
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Prct. 3

Information

CAPTION

Acceptance and approval of Work Authorization No. 7 (with an estimated cost of $36,924.83) as submitted by project engineer, Javier Hinojosa Engineering for engineering services for "Preparation of plans and specifications for Torvillo Road located between Scott Lane and Bentsen Palm Drive form Business 83 to Mile 1 South" within Hidalgo County Pct. No. 3 through Contract #C-09-176-04-28.

BACKGROUND

Work Authorization #7-Javier Hinojosa Enigineering

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1203-431-00-123-005-0-731

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

BUDGETARY IMPACT:

Available balance as of 11/12/09 is $100,176.91.

Attachments

Link: WA #7-Javier Hinojosa Engineering

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/12/2009 12:34 PM	APRV
2	Budget & Management	Erika Zamora	11/12/2009 01:40 PM	APRV
3	Perla Lopez	Perla Lopez	11/12/2009 03:03 PM	APRV
4	Auditor's Office		11/13/2009 05:15 PM	NEW

Form Started By: Letty Saenz — Started On: 11/12/2009 08:25 AM

Final Approval Date: 11/13/2009

HIDALGO COUNTY

Professional Engineering Services
Contract # C-09-176-04-28
Work Authorization Form

WORK AUTHORIZATION NO. 7

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **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 plans and specifications for Torvillo Road located between Scott Lane and Bentsen Palm Drive from Business 83 to Mile 1 South.**

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 **$36,924.83**. 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. 7 shall be funded through funding source:
Account No. 9-120-431-00-123-005-0-131
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. #7.

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_____, 2009.

THE ENGINEER:
JAVIER HINOJOSA ENGINEERING

_____
By: Javier Hinojosa, P.E, Owner

THE OWNER:
HIDALGO COUNTY

_____
By: Rene Ramirez, 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

Leticia Saenz

From: Norma Ceballos [norma.ceballos@co.hidalgo.tx.us]
Sent: Tuesday, November 10, 2009 3:27 PM
To: leticia.saenz@co.hidalgo.tx.us
Attachments: Wk Auth #7 for CC approval.pdf

Hi Letty,

Would you please place the attached work authorization on the agenda for CC approval.

Thanks

AI-18525 **22.E.1.**

Printing and Massive Mailout of Voter Registration Certificates
CC REGULAR

Date:	11/17/2009
Submitted By:	Gricelda Villarreal, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Elections

Information

CAPTION

Presentation of bids received for the purpose of award and approval of contract to the lowest bidder meeting all specifications and/or requirements as attached hereto for request for bids for "2010 Printing and Massive Mail out for Voter Registration Certifications for Elections Department"-Bid NO. 09-431.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 9-1100-414-00-130-001-0-350

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

BUDGETARY IMPACT:

available balance is $73,500.00 as of 11/13/09.

Attachments

Link: Participation Log

Link: Draft Contract

Link: Bid Tabulation Sheet

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/13/2009 02:05 PM	APRV
2	Budget & Management	Erika Zamora	11/13/2009 03:06 PM	APRV
3	Roland Garcia	Rolando Garcia	11/13/2009 03:29 PM	APRV
4	Auditor's Office		11/13/2009 05:15 PM	NEW

Form Started By: Gricelda Villarreal — Started On: 11/12/2009 09:33 AM

Final Approval Date: 11/13/2009

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS

RFB-RFP-RFQ

BID OPENING DATE: November 13, 2009 **BID OPENING TIME: 9:30 A.M.**

DEPARTMENT/BID DESCRIPTION:"Hidalgo County-2010 Printing and Massive Mail-Out of Voter Registration Certifications for Elections Department"

BID NO.: 2009-431-11-30CGV

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1. IKON Office Solutions Inc. Mike Hoeferlin	Email	CGV mhoeferlin@ikon.com	10-30-09	809-A Savannah McAllen, Texas 78503 956-687-9156
2.Business Development Mark A. Kensinger	Email	CGV mark.kensinger@npcweb.com	10-30-09	13710 Dunnings Hwy Claysburg, PA 16625
3. V.G. Reed & Sons, Inc Mike Brangers	Email	CGV mike.brangers@vgreed.com	10-30-09	
4. Integrated Voting Solutions, Inc. Henry V. Foster	Email	CGV hank@integravote.com	10-30-09	
5.Hearst Direct Publising Scott Garlington	email	CGV scott.garlington@chron.com	10-30-09	
6. QuestMark Information Mangement Inc. Kelly Salinas	Email	CGV kellyr@qiminc.com	10-30-09	9440 Kirby Dr. Houston, Texas 77054 713-662-9022
7. DataMatx, Inc. Ron Shear	Email	CGV rshear@data,matx.com	10-30-09	3146 Northeast Expy Atlanta, GA 30341-5345
8.Sourcelink Ohio LLC Janice Pikenton	Email	CGV jpikenton@sourcelink.com	10-30-09	3303 West Tech Rd Miamisburg, OH 45342
9. Direct Mail Specialists Kevin Bryan	Email	CGV kevin@dmsorlando.com	10-30-09	
10. Laser Printers & Mailing Services Katy Milward	Email	CGV katy@lpmsi.com	10-30-09	8701 Perrin Beitel San Antonio, Tx 78217
11. World Marketing Ward M. Williams	Email	CGV wwilliams@worldmarkinc.com	10-30-09	10918 Emiline Street Omaha, NE 68128

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM); FACSIMILE (FAX)

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS

RFB-RFP-RFQ

BID OPENING DATE: November 13, 2009 **BID OPENING TIME: 9:30 A.M.**

DEPARTMENT/BID DESCRIPTION: "Hidalgo County-2010 Printing and Massive Mail-Out of Voter Registration Certifications for Elections Department"

BID NO.: 2009-431-11-30CGV

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
11. Click2Mail Matthew Hanna	Email	CGV mhanna@click2mail.com	10-30-09	
12. ALL Printing Rashid Khalfe	Email	CGV Rashid@all-printing.com	10-30-09	
13. National Data Services Larry Gates	Email	CGV lgates@ndsc-inc.com	10-30-09	12956 Old Forge Road Waynesboro.PA 17268
14. Zytron.Inc. Pat Van	Email	CGV pvan@zytron.net	10-30-09	4101 Directors Row Houston. TX 77092
15. Integrated Voting Solutions Inc. Sarrah Soza	email	CGV sarrahs@thepresort.com	10-30-09	1931 G Street Fresno CA 93706
16. Sales & Marketing Rick Soth	Email	CGV ricks@afts.com	10-30-09	151 S. Lander St., #C Seattle WA 98134 1-800-275-2033
17. Midwest Direct Brandon Fast	Email	CGV bfast@mw-direct.com	10-30-09	
18. World Marketing Inc.- Dallas Janet Graham	Email	CGV jgraham@worldmarkinc.com	10-30-09	
19. The Data Center Jennifer Willis-Blomquist	Email	CGV Jennifer@latacenterusa.com	10-30-09	1827 South Fremont Drive Salt Lake City, UT 84104
20. Outsource Data Center Kevin T. Godwin	Email	CGV kgodwin@outsourcedatacenter.com	10-30-09	1000 N. Post Oak Rd., Ste 250 Houston, Tx 77055
21. Harte-Hanks Direct Marketing James Cain	Email	CGV James_cain@harte-hanks.com	10-30-09	777 Township Line Road Ste 300 Yardley, PA 19067

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM); FACSIMILE (FAX)

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS

RFB-RFP-RFQ

BID OPENING DATE: November 13, 2009 **BID OPENING TIME: 9:30 A.M.**

DEPARTMENT/BID DESCRIPTION: "Hidalgo County-2010 Printing and Massive Mail-Out of Voter Registration Certifications for Elections Department"

BID NO.: 2009-431-11-30CGV

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
21. Midwest Direct Jim Ritcher	Email	CGV jrichter@mw-direct.com	10-30-09	1235 Spring Garden Ave Pittsburgh, PA 15212 412-322-7100
22. e-Lynxx Corporation Melissa Miley	Email	CGV Melissa.miley@e-lynxx.com	10-30-09	1051 Sheffler Drive Chambersburg, PA 17201 1-888-876-5432
23. Upper Valley Mailing Services Patrick Hettler	Email	CGV lgates@ndsc-inc.com	10-30-09	1418 Beech Ste 109 McAllen, Tx 78501 956-668-7678
24. Business Ink Deborah Roberts	Email	CGV droberts@businessink.com	10-30-09	
25.				
26.				
27.				
28.				
29.				
30.				
31.				

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM); FACSIMILE (FAX)

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-09-431-00-00

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 "**2010 Printing & Massive Mail-Out of Voter Registration Certificates"** for **Hidalgo County Elections Department** (the "Services");

WHEREAS, Company submitted a bid to provide services in accordance with the Request for Bids, a copy of which Specifications/Requirements and/or Terms and Conditions (the "Specifications) is attached hereto as Exhibit "A" and incorporated herein for all purposes;

WHEREAS, Company's bid response (the "Bid Page") is attached hereto as Exhibit "B" and is incorporated herein for all purposes;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with the Specifications ("Exhibit "A"), the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in

DRAFT

order to provide the Services to **Hidalgo County Elections Department**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Hidalgo County Elections Department** 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. The period of performance of company's services and term of this contract shall be in accordance with Exhibit "A" (Specifications) and Exhibit "B" ("Bid Page") of the Request for Bids. However, at the sole discretion of the Hidalgo County Elections Administrator, the time frame may be extended if delay is caused by the Hidalgo County Elections Department, or for good cause, to be determined by the Hidalgo County Elections Department.

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. Company acknowledges that voter information received from Hidalgo

DRAFT

County directly or indirectly is considered private and confidential. Company shall keep all information including but not limited to paper records, lists, databases, etc., received from Hidalgo County in a safe and secure location and shall promptly destroy all information not otherwise required to be retained by law that may contain voter registration information. Company acknowledges that misuse of information received from Hidalgo County from this Contract for personal or commercial gain or otherwise, may be punishable by law and may result in immediate termination of this Contract.

6. 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.

7. 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.

8. 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 for all purposes and shall furnish to County

DRAFT

certificates of such insurance coverage prior to any Services being provided.

9. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment, to safely and efficiently to provide the Services.

10. 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.

11. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

12. 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.

13. 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

DRAFT

If to Company

14. 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.

15. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

16. Hidalgo County shall have the right to extend this Contract for an additional one (1) year period upon sixty (60) days written notice to Company under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this Contract for an additional sixty (60) day grace period under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term.

17. 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.

18. 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 and effective this___ day of _____, 2009.

DRAFT

Approved By Commissioners' Court:_____

COUNTY OF HIDALGO

By:_____
County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

COMPANY

By:_____

Printed Name:_____

Title:_____

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain

DRAFT

EXHIBIT "A"

REQUEST FOR BIDS (RFB)
PROCUREMENT PACKET

Specifications/Requirements and/or Terms and Conditions

DRAFT

EXHIBIT "B"

BID PAGE

DRAFT

EXHIBIT "C"

CERTIFICATE OF INSURANCE

DRAFT

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY ELECTIONS

BID OPENING DATE: November 13, 2009 | BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: "2010 Printing and Massive Mail-out for Voter Registration Certifications for Elections Department s"

BID NO: 2009-431-11-13CGV | BUYER: Cris Villarreal

BID # RFB#	NAME OF COMPANY	Cost per 1000 for Printed Certificates 270,000	Cost per 1000 for Blank Certificates 150,000	Total Price
#1	Midwest Direct Cleveland, Ohio 44102	$30.46 $8224.20	$20.26 $3039.00	$11,262.24
#2	Laser Printing & Mail Services	$39.00 $10,530.00	$21.00 $3150.00	$13,680.00
#3	Integrated Voting Solutions	$38.60 $10.422.00	$27.80 $4,170.00	$14,592.00
#4	Lee Distributing Services World Marketing, Dallas	$ $5,621.36	$ $2,115.30	$7,736.66
#5	Quest Mark Information Management Inc.	$40.00 $10,800.00	$15.00 $2,250.00	$13,050.00
#6	Outsource Data Center Houston, Texas	$25.00 $6,750.00	$10.50 $1,575.00	$8,325.00
#7				
#8				
#9				
#10				

AI-18504 **22.F.1.**

Automated Tax Collection System for Hidalgo County Tax Office
CC REGULAR

Date:	11/17/2009
Submitted By:	Olga Montero, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Tax Office

Information

CAPTION

a. Presentation of the scoring grid in connection with the responses received for the purposes of ranking by Commissioners Court in order to proceed to the next phase of proposal process for : "Automated Tax Collection System for Hidalgo County Tax Office"-RFP No. 2009-327-09-16-otm;

b. Requesting authority for Purchasing Department to enter into negotiations with the qualified/ranked proposer in order to finalize a contract for consideration and award for "Automated Tax Collection System" for Hidalgo County Tax Office.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 1100-415-15-140-001-0-336

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

BUDGETARY IMPACT:

Automated Tax Collection System for Hidalgo County Tax Office will be paid from 2010 budget. Funding will be determined as contract is completed and executed.

Attachments

Link: participation log

Link: acceptance sheet

Link: evaluation grid

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/12/2009 02:57 PM	APRV
2	Budget & Management	Erika Zamora	11/12/2009 03:44 PM	APRV
3	Perla Lopez	Perla Lopez	11/13/2009 02:10 PM	APRV
4	Auditor's Office		11/13/2009 05:15 PM	NEW

Form Started By: Olga Montero Started On: 11/10/2009 02:59 PM

Final Approval Date: 11/13/2009

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS

IBF-RFP-RFQ-RFI

RFP ACCEPTANCE DATE: SEPTEMBER 16, 2009 RFP ACCEPTANCE TIME: **9:30 A.M.**
DEPARTMENT/PROPOSAL DESCRIPTION: **HIDALGO COUNTY TAX OFFICE – "AUTOMATED TAX COLLECTION SYSTEM"** RFP NO: **2009-327-09-16-OTM**

NAME OF PROPOSER: 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.Linebarger Goggan Blair & Sampson, LLP (Tito Salinas)	Email	titos@publicans.com Olga M	9/02/09	205 S Pin Oak Ave Edinburg, TX 78539 Tel. 956-383-4500
2.National Sales, True Automation, INC. (Manuel Araujo)	Email	manuel.araujo@truautomation.com Olga M.	9/02/09	2600 Technology Dr, Ste 900 Plano, TX 75074
3.Custom Software (Danny Reyna)	Email	customsoftwaremc@hotmail.com Olga M.	9/02/09	
4.Metavante Corporation (Anfrea Brumley)	Email	abrumley@link2gov.com Olga M.	9/02/09	1 Burton Hills B lvd., Ste300 Nashville, TN 37215 Tel. 615-665-6715
5.Glen J. Godwin	Email	gigodwin@aol.com Olga M.	9/02/09	
6. Appraisal & Collection Technologies (Cindy Bylander)	Email	Cindy.bylander@publicans.com Olga M.	9/09/09	
7. CR Software inc. (Laverne Dailey)	Email	Laverne.dailey@crsoftwareinc.com Olga M.	9/09/09	Tel 800-222-1722
8.Purepay Receivables Automation (Steve Dawson)	Email	sdawson@pure-pay.com Olga M.	9/09/09	Tel 972-235-1968
9.TaxPro, LLC	Email	melissab@gowithtaxpro.com Olga M.	9/09/09	124 West Capitol Ave Ste 876 Little Rock, AR 72201 Tel 501-246-8060
10.TATA Consultancy Services Limited (TCS) (Bob Carberry)	Email	b.carberry@tcs.com Olga M.	9/09/09	50 Utley Drive Camp Hill, PA 17011 Tel 717-319-8347
11.Official Payments Corp. (William F. Brinkley)	Email	wbrinkley@tier.com Olga M	9/10/09	177 Technology Parkway Auburn, AL 36830 Tel 334-321-7403
12.Manatron (Kristen Utrecht)	Email	Kristen.Utrecht@Manatron.com Olga M.	9/10/09	

***VIA:** **IN PERSON (IP)**
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)
FACSIMILE(FAX)

HIDALGO COUNTY PURCHASING DEPARTMENT
PROPOSAL ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY TAX OFFICE	
PROPOSAL ACCEPTANCE DATE: **SEPTEMBER 16, 2009**	**PROPOSAL ACCEPTANCE TIME: 9:30 A.M.**
DESCRIPTION OF PROPOSAL: AUTOMATED TAX COLLECTION SYSTEM	
PROPOSAL NO: 2009-327-09-16-OTM	

RFP#	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT OF RFP RESPONSE
#01	TRUE AUTOMATION	√
#02	ACT APPRAISAL & COLLECTIONS	√
#03		
#04		

-EVALUATION/GRADING GRID
RFP NO: 2008-448-12-10-otm
HIDALGO COUNTY CLERK'S OFFICE – RECORDS, MANAGEMENT AND IMAGING SYSTEM

EVALUATION CRITERIA	TRUE AUTOMATION RFP NO. 1					ACT (Appraisal & Collection Technologies) RFP NO. 2				
	GRADERS									
	1	2	3	4	5	1	2	3	4	5
1. **COST:** Initial system investment and customization costs	DOES NOT MEET SPECIFICATION, THEREFORE WE CAN NOT SCORE					15	20	5	5	12
2. **DELIVERY SCHEDULE/IMPLEMENTATION PLAN:** Company must specify the following: What is the target installation date, when will the current tax year toll be online (date), when will the prior tax years be online (date, testing dates, conversion plan	DOES NOT MEET SPECIFICATION, THEREFORE WE CAN NOT SCORE					15	20	20	20	20
3. **MAINTENANCE, TRAINING, SUPPORT AND SERVICE:** Company must specify the location of maintenance, training and support center(s) within City metropolitan area and outside City metropolitan area. Company must also specify the method of maintenance, training and service on site very strongly preferred, by local phone within the City area code(s), by 800 or toll-free phone service and long distance. Company must specify the hours of availability by emergency/hotline (24 hours/7 days a week), operational hours (8:00 a,m, - 5:00 p.m.) CST, guaranteed response time and past performance response time to include site visit.	DOES NOT MEET SPECIFICATION, THEREFORE WE CAN NOT SCORE					15	14	15	18	13

4. **USAGE AND FLEXIBILITY OF THE SYSTEM:** Ability to meet or exceed RFP specifications, ease of use, modularity / expansion capabilities of the systems, general quality of the system and design efficiency.	DOES NOT MEET SPECIFICATION, THEREFORE WE CAN NOT SCORE	15	18	15	12	10
5. **VENDOR'S FINANCIAL STABILITY AND EXPERIENCE:** Company must provide number of years in the property tax business, successful implementation of similar projects and financial stability.	DOES NOT MEET SPECIFICATION, THEREFORE WE CAN NOT SCORE	15	19	20	20	20
TOTAL		75	91	75	75	75
AVERAGE	**N/A**	**78.20**				
RANKINGS (UPON REVIEW AND APPROVAL BY HIDALGO COUNTY COMMISSIONERS COURT)						

AI-18516 **22.F.2.**

Amendment To TxDot Contract-Tax Office

CC REGULAR

Date:	11/17/2009
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Tax Office

Information

CAPTION

a. Acceptance and approval of a modification to Amendment One (Lease Of State Of Texas Registration and Title System (RTS) Information Resources And Support) of the current agreement for the use of State Of Texas Automation Equipment to reflect additional equipment at subcontractor Bridgepoint Insurance in Hidalgo, Texas, thus bringing the current total to 19 sub-contractors, 2 RSPS sub-leased, 8 RSPS leased by county and 6 DTA units with authority of County Judge to execute modified Amendment;

b. Approval for the Hon. Armando Barrera, Jr., Hidalgo County Tax Assessor-Collector or Agent to execute modified Amendment.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009	**ACCT. #:** 9-1100-415-15-140-001-0-442
FUNDS AVAILABLE Y/N?: Y	**MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Available balance as of 11/13/09 is $9,077.80.

Attachments

Link: Amendment Documentation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/12/2009 12:32 PM	APRV
2	Budget & Management	Erika Zamora	11/12/2009 01:39 PM	APRV
3	Perla Lopez	Perla Lopez	11/13/2009 02:14 PM	APRV
4	Auditor's Office	Angela Garcia	11/13/2009 05:15 PM	APRV

Form Started By: Vangie Garcia — Started On: 11/10/2009 04:57 PM

Final Approval Date: 11/13/2009

Office of Tax Assessor-Collector

COUNTY of HIDALGO



Armando Barrera Jr., RTA
Assessor and Collector

Auto License
2804 S. Bus. Hwy. 281

P.O. Box 178
Edinburg, Texas 78540-0178
(956) 318-2158 • Fax (956) 318-2191

Memorandum

To: Martha L. Salazar
Purchasing Agent

From: Armando Barrera Jr.
Tax Assessor & Collector

Date: November 10, 2009

Subject: Amendment to TX DOT Contract

We would like to amend the TX DOT Subcontractor Contract. Bridepoint Insurance would like to sub-lease an additional Registration & Title System at $1,500.00 per year. We would appreciate if this amendment can be placed for consideration and approval at the next Hidalgo County Commissioner's Court meeting. We will need back the original Amendment signed by the County Judge along with the Commissioner's Court date approved.

Items to be placed on agenda:

A. Presentation for discussion, consideration, acceptance and approval of a modification to Amendment One (Lease of State of Texas Registration and Title System (RTS) Information Resources and Support) of the current agreement for the use of State of Texas Automation Equipment to reflect additional equipment at subcontractor Bridgepoint Insurance in Hidalgo, Texas, thus bringing the current total to 19 sub-contractors, 2 RSPS sub-leased, 8 RSPS leased by county and 6 DTA units with authority of County Judge to execute modified Amendment.

B. Presentation for discussion, consideration, acceptance and approval of authority for the Hon. Armando Barrera, Jr. Hidalgo County Tax Assessor-Collector or Agent to execute modified Amendment.

HS/sc

Tax Office Sub-Stations

509 Earling Rd.
San Juan, TX 78589
(956) 283-1645
Fax (956) 283-1855

1902 Joe Stephen
Weslaco, TX 78596
(956) 973-7825
Fax (956) 973-7829

702 Breyfogle Rd.
Mission, TX 78575
(956) 581-8898
Fax (956) 580-7425

300 E. Hackberry
McAllen, TX 78501
(956) 686-6790
Fax (956) 994-0232

STATE OF TEXAS (Rev. January, 2006)

COUNTY OF Hidalgo

AMENDMENT ONE [LEASE OF STATE OF TEXAS REGISTRATION AND TITLE SYSTEM (RTS) INFORMATION RESOURCES AND SUPPORT] TO AGREEMENT FOR THE USE OF STATE OF TEXAS AUTOMATION EQUIPMENT

THIS AMENDMENT is made between the "State" and the "County" pursuant to the addition of SECTION 1, Subchapter A, Chapter 520, Section 520.002 of the Texas Transportation Code as enacted by the 76th Legislature of the State of Texas for the purposes of providing the County of Hidalgo, Texas an option to lease additional RTS workstations/items directly from the State. This amendment incorporates all the terms and provisions regarding responsibility for: equipment installation, RTS programming and hardware/software configuration, security, maintenance, equipment repair and replacement, equipment movement, unauthorized equipment use, building electrical requirements, accountability/inventory of equipment, training, and supplies provided in the Agreement for the Use of State of Texas Automation Equipment dated _____.

In addition to the provisions of the original county agreement, TxDOT's responsibility for equipment installed at non-county tax assessor-collector sites; e.g. privately owned, for profit enterprises performing registration and title functions for the county tax office; will be limited to ensuring the equipment remains operational. The county will be responsible for all training, user support, forms, supplies, user policy and procedures, etc., associated with this leased equipment. This amendment will remain in force for as long as the Agreement for the Use of State of Texas Automation Equipment remains effective.

This Amendment provides a new option for the County to obtain additional RTS Information Resources and Support not identified in the Agreement for Use of State Automation Equipment. The process for requesting these resources and annual cost and billing information associated with this lease are included in Exhibit A to this Amendment.

RTS workstations identified below and/peripheral equipment identified on Exhibit A which are leased under the provisions of this amendment will be installed following approval of the County Commissioner's Court. This amendment will be signed below by the County Judge or will be supported by a certified copy of the Commissioner's Court Order or Resolution which will be attached, and the Director of the Vehicle Titles and Registration Division of the Texas Department of Transportation.

* * *

The County of Hidalgo, Texas will lease 1 additional RTS workstation(s)/items and requests that it/they be installed at the following County Tax Office manager or controlled site(s):

Site Name	New (N) or Existing (E) Site	Site Address	Number of Items
Bridgepoint	Existing	210 N Int'l Blvd Hidalgo TX	1

County Judge Date:

Hidalgo County

Rebecca Davio, Ph.D., Director Vehicle Titles and Registration Division Date:

EXHIBIT "A" To Amendment One
State of Texas, County of Hidalgo

1. If a County desires additional RTS information resources, e.g. workstations or peripheral equipment, beyond that which is allocated by the State, the equipment and support may be leased **at County expense** from the State. Counties should contact their supporting Vehicle Titles and Registration Division Regional Office for information and the necessary form to amend their existing Agreement for the Use of State of Texas Automation Equipment, that is, their "County Agreement".
2. Submitting a signed amendment form to the supporting VTR regional office will constitute the County's formal request to lease RTS workstations and will signify that the County Tax Assessor-Collector has the funds necessary to lease this equipment.
3. The cost of leasing a basic RTS workstation will be $1,500 per year, except if the installation is at a new site that is a site where RTS has not previously been installed. In this case, a "one time" additional fee of $2,500 for the first workstation will be charged. The cost of leasing other RTS information resources and support is reflected below. Counties will identify the type and amount of the equipment desired by appropriately annotating this quantity below.
4. During the first year of installation, the county will be billed during the month immediately following the month in which the equipment is installed for the pro-rated portion of the State fiscal year the remains. Thereafter, billing will occur annually during the first month of the State's fiscal year (September).
5. The county may request the State remove the equipment at any time and it will be removed within 30 days of the request being received by TxDOT. The county will forfeit any portion of the annual lease fee that remains.
6. Equipment leased by a county will remain in the county unless replaced by the State or until the County requests that it be removed.
7. Annual costs for the above equipment and services are subject to change annually. Counties will be notified at least 90 days in advance of proposed changes.
8. Counties will annotate below (by site and quantity) equipment requirements. Total annual costs can be projected using the table provided. TxDOT will compute final costs and the county will be billed in accordance with paragraph 4 above.

	Item Type	County Site	Quantity	Individual Item Cost	Total Annual Costs
1.	Workstation, Basic*	Hidalgo TX	1	$1,500.00	1,500.00
2.	Remote Sticker Printing System (Renewal)			600.00	
3.	Remote Sticker Printing System (DTA)			600.00	
4.	Uninterrupted Power Supply			125.00	
5.	Printer Laser, HP 8000 (high capacity)			1,100.00	
6.	Additional Printer			250.00	
7.	Bar code reader			550.00	
8.	New Site Cost (one time fee)			2,500.00	
				Annual Lease Fee	1,500.00

*Basic Workstation includes all standard items for full functionality (monitor, CPU, keyboard, printer, software, support, and cash drawer, if necessary) in a normal environment.

Attachment 2

Armando Barrera Jr.
Tax Assessor & Collector
Subcontractors
As of November 10, 2009

Subcontractors

Leased with County at No Cost*
1. HEB Edinburg #1 Closner
2. HEB Edinburg #2 Freddy
3. HEB Elsa Crockett
4. HEB McAllen #3 S. 10th
5. HEB McAllen #4 N. 10th
6. HEB McAllen #1 Pecan
7. HEB Palmview Expressway
8. HEB Mission Plus Expressway
9. HEB Mission #2 Griffin
10. HEB Mission #1 Conway
11. HEB Donna Miller
12. HEB Weslaco #1 Texas
13. HEB Weslaco #2 West Gate
14. HEB Mercedes Texas
15. HEB Pharr Business 83
16. HEB Suan Juan Expressway
17. HEB Alamo Frontage
18. Guzman Insurance

Leased with County at $1,500.00 / Year*
1. Bridgepoint Insurance (2 RTS)

Leased with County at $600.00 / Year*
1. Frank Smith Toyota
2. Frank Smith Hyundai
3. Bert Ogden Motors
4. Bert Ogden Nissan
5. Bert Odgen Chevrolet
6. Charles Clark Chevrolet

Leased with TXDOT at $1,500 / Year
1. Edinburg Office (1 RTS)
2. San Juan Office (2 RTS)
3. Mission Office (5 RTS)

* Plus $5,000 Surety Bond Per Work Station

COUNTY OF HIDALGO
PURCHASING DEPARTMENT
AGENDA REQUEST FORM

Bid No.

Date: August 3, 2005 Meeting Date Request: August 9, 2005
Deadline for Action: A.S.A.P. Contact Person: Martha L. Salazar
Hidalgo County Purchasing for Dept for:
Department: Hidalgo Co. Tax Assessor Phone: (956) 318-2626 Fax: (956) 318-2629

Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent: Martha L. Salazar/MM

Caption:

A. Presentation for discussion, consideration, acceptance and approval of a modification to Amendment One (Lease of State of Texas Registration and Title System (RTS) Information Resources and Support) to the current agreement for the use of State of Texas Automation Equipment to reflect the deletion /withdrawal of a subcontractor-Guzman Insurance, thus bringing the current total to 15 instead of 14 sub-contractors, 1 RSPS instead of two and 8 DTA instead of 10 DTA units with authority for County Judge to execute modified Amendment.

B. Presentation for discussion, consideration, acceptance and approval of authority for the Hon. Armando Barrera, Jr, Hidalgo County Tax Assessor-Collector or Agent to execute modified Amendment.

Background:

Budgetary Impact:

(Briefly summarize your request, if needed, use separate sheet(s) or attach supporting documentation)

Please initial for approval: Funds available: Acct. _____ **as per** _____
Legal Counsel: _____ **Budget:** _____ **Human Resources:** _____ **Auditor:** _____
Dept./Fund No._____ Expended: $_____ Funds/Staffing Budgeted: Yes: _____ No: _____
Account Code: _____ Impact on Future Budget: Yes: _____ No: _____
Purchasing Dept. Staff submitting ARF: Mary A. Maldonado **Ext.#** 18
Comments:

Action taken by Commissioner's Court:

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

AI-18464 **22.G.1.**

BCAP Application for Final Payment, Retainge Release & Certificate of Construction Completion La Milpas Subdivision Pct. No. 2

CC REGULAR

Date:	11/17/2009
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department **Purchasing only:** CAP Pct.2

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of:
a. Application for Final Payment in the amount of $18,748.80;
b. Application for Retainage Release in the amount of $19,201.02;
c. “Certificate of Construction Completion” reflecting the completion date of October 23, 2009; from Valley Paving Inc. as reviewed and submitted by project engineer R. Gutierrez Engineering Corporation for Las Milpas Subdivision. (C-CAP 09-178-06-23)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:**

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

BUDGETARY IMPACT:

P.O.# 627124 Pending increase (PO increase submitted to Purchasing 11/06/09).

Retainage accounts:
9-1202-206-00-000-015-0-000 - available balance of $ 3,403.42
9-1312-206-00-000-001-0-000 - available balance of $13,714.40

plus this AI payment of $18,748.80 and retainage of $ 2,083.20
Total Retainage $19,201.02

Attachments

Link: Application for Payment Retainage Release Las Mipas Subdivision
Link: Certificate of Construction Completion Las Milpas Subdivision
Link: application for final payment las milpas

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	11/10/2009 09:58 AM	APRV
2	Purchasing Department	Marty Salazar	11/12/2009 12:00 PM	APRV

3	Budget & Management	Erika Zamora	11/12/2009 01:29 PM	APRV
4	Roland Garcia	Rolando Garcia	11/13/2009 04:42 PM	APRV
5	Auditor's Office		11/13/2009 05:15 PM	NEW

Form Started By: Marcie Jackson Started On: 11/09/2009 10:29 AM

Final Approval Date: 11/13/2009

AI-18464 11/17/09

APPLICATION FOR RETAINAGE

To: HIDALGO COUNTY PRECINCT NO. 2 (OWNER)
From: Valley Paving, Inc. (CONTRACTOR)
Contract: C-CAP-09-178-06-23
Project: Las Milpas Subdivision - Jose Street
OWNER's Contract No. C-CAP-09-178-06-23 ENGINEER's Project No. ENG08.019A
For Work accomplished through the date of: 21-Oct-2009

1.	Original Contract Price:	$ 195,130.55
2.	Net change by Change Orders and Written Agreements (+ or -):	$ (3,120.40)
3.	Current Contract Price (1 plus 2):	$ 192,010.15
4.	Total completed and stored to date:	$ 192,010.15
5.	Retainage (per Agreement):	
	0% of completed Work: $ -	
	10% of stored material: $ -	
	Total Retainage:	$ -
6.	% of Construction Completed:	
	100% of contracted $ amount has been completed	
7.	Total completed and stored to date less retainage (4 minus 5):	$ 192,010.15
8.	Less previous Application for Payments:	$ (172,809.13)
9.	Balance to Finish:	$ -
10.	AMOUNT DUE THIS APPLICATION (6 MINUS 7)	$ 19,201.02

Accompanying Documentation:

REQ# 159614 P.O.# 627124
9-1312-206-00-000-001-0-000→$19,201.02

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 RETAINAGE 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 23-Oct-09 Valley Paving, Inc.
CONTRACTOR
By:

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 26th. day of October, 2009

ROSALINDA TREVINO
MY COMMISSION EXPIRES
February 23, 2011

Rosalinda Trevino
Notary Public
My Commission expires: 02/23/11

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 23-Oct-09 R. GUTIERREZ ENGINEERING CORPORATION
ENGINEER
By:

Estimated Qty Update Worksheet

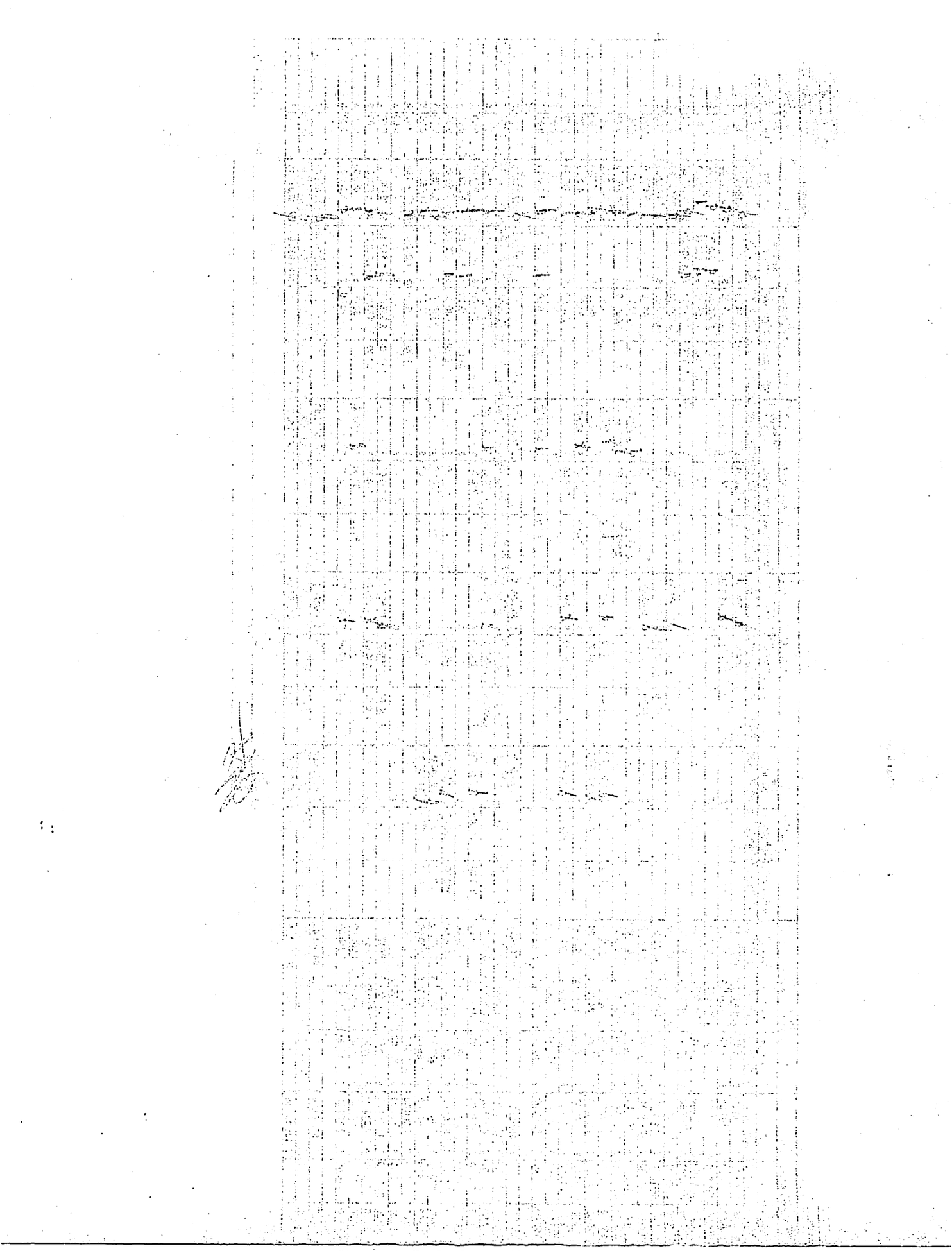
Contractor Name: Valley Paving, Inc.
Starting Date: 9-Jul-2009
Project Ending Date: 18-Sep-2009
Engineer's / County Project Desc: Las Milpas Subdivision - Jose Street

Application: RETAINAGE
Application Date: 23-Oct-2009
Period To: 21-Oct-2009
Engineer's / County Project No.: ENG08.019A

No.	Item Code	Description	Unit	Original Schedule Value: Original Rates	Original Schedule Value: Quan	Original Schedule Value: Dollars	Change Order #1 Revised Schedule Value: Revised Rates	Change Order #1 Revised Schedule Value: Quan	Change Order #1 Revised Schedule Value: Dollars	Application #1: Monthly Quan	Application #1: QTY to Date	Application #1: Item Cost (Monthly)	Application #2: Monthly Quan	Application #2: QTY to Date	Application #2: Item Cost (Monthly)	Application #3: Monthly Quan	Application #3: QTY to Date	Application #3: Item Cost (Monthly)	Final Application: Monthly Quan	Final Application: QTY to Date	Final Application: Item Cost (Monthly)	Total to Date	Balance To Finish: Quan	Balance To Finish: Dollars
		ROADWAY																						
1	110	Excavation (Roadway)	CY	$ 5.15	2,194.00	$ 11,299.10	$ 5.15	2,194.00	$ 11,299.10		-	$ -	2,194.00	2,194.00	$ 11,299.10		2,194.00	$ -		2,194.00	$ -	$ 11,299.10	0.00	$ -
2	132	Embankment (Rdwy)(Dens. Cont.)(Ty C)	CY	$ 8.50	22.00	$ 187.00	$ 8.50	22.00	$ 187.00		-	$ -	22.00	22.00	$ 187.00		22.00	$ -		22.00	$ -	$ 187.00	0.00	$ -
3	164	Cell Fiber Seeding (Temp)(Warm)	SY	$ 0.55	1,098.00	$ 603.90	$ 0.55	1,098.00	$ 603.90		-	$ -		-	$ -		-	$ -	1,098.00	1,098.00	$ 603.90	$ 603.90	0.00	$ -
4	164	Cell Fiber Seeding (Temp)(Cool)	SY	$ 0.55	1,098.00	$ 603.90	$ 0.55	1,098.00	$ 603.90		-	$ -		-	$ -		-	$ -	1,098.00	1,098.00	$ 603.90	$ 603.90	0.00	$ -
5	164	Cell Fiber Seeding (Perm)(Urban)(Clay)	SY	$ 0.55	2,196.00	$ 1,207.80	$ 0.55	2,196.00	$ 1,207.80		-	$ -		-	$ -		-	$ -	2,196.00	2,196.00	$ 1,207.80	$ 1,207.80	0.00	$ -
6	247	Flexible Base (Compl in Place)(Ty E)(Gr 4)(10")	CY	$ 8.55	3,509.00	$ 30,001.95	$ 8.55	3,509.00	$ 30,001.95		-	$ -	3,509.00	3,509.00	$ 30,001.95		3,509.00	$ -		3,509.00	$ -	$ 30,001.95	0.00	$ -
7	260	Lime Treated Subgrade (6")	SY	$ 1.00	4,412.00	$ 4,412.00	$ 1.00	4,412.00	$ 4,412.00		-	$ -	4,412.00	4,412.00	$ 4,412.00		4,412.00	$ -		4,412.00	$ -	$ 4,412.00	0.00	$ -
8	260	Lime (TY A or B)	TON	$ 145.00	44.38	$ 6,435.10	$ 145.00	44.38	$ 6,435.10		-	$ -	44.38	44.38	$ 6,435.10		44.38	$ -		44.38	$ -	$ 6,435.10	0.00	$ -
9	310	Prime Coat (MC-30)	GAL	$ 3.75	792.00	$ 2,970.00	$ 3.75	792.00	$ 2,970.00		-	$ -		-	$ -	792.00	792.00	$ 2,970.00		792.00	$ -	$ 2,970.00	0.00	$ -
10	340	Asph. Conc. Pav. TY "D"	SY	$ 8.00	3,962.00	$ 31,696.00	$ 8.00	3,962.00	$ 31,696.00		-	$ -		-	$ -	3,962.00	3,962.00	$ 31,696.00		3,962.00	$ -	$ 31,696.00	0.00	$ -
11	502	Barricades, Signs & Traffic Handling	MO	$ 950.00	2.00	$ 1,900.00	$ 950.00	2.00	$ 1,900.00	1.00	1.00	$ 950.00	0.50	1.50	$ 475.00	0.50	2.00	$ 475.00		2.00	$ -	$ 1,900.00	0.00	$ -
12	506	Construction Exits (Ty II)(Install)	SY	$ 15.00	84.00	$ 1,260.00	$ 15.00	84.00	$ 1,260.00	84.00	84.00	$ 1,260.00		84.00	$ -		84.00	$ -		84.00	$ -	$ 1,260.00	0.00	$ -
13	506	Construction Exits (Ty II)(Remove)	SY	$ 5.00	84.00	$ 420.00	$ 5.00	84.00	$ 420.00		-	$ -		-	$ -	84.00	84.00	$ 420.00		84.00	$ -	$ 420.00	0.00	$ -
14	506	Temp Sediment Control Fence	LF	$ 2.00	216.00	$ 432.00	$ 2.00	216.00	$ 432.00	108.00	108.00	$ 216.00	108.00	216.00	$ 216.00		216.00	$ -		216.00	$ -	$ 432.00	0.00	$ -
15	560	Mailboxes (Multiple)	EA	$ 700.00	3.00	$ 2,100.00	$ 700.00	0.00	$ -		-	$ -		-	$ -		-	$ -		-	$ -	$ -	0.00	$ -
16	644	Small Road Sign Assmblies (Ty A)	EA	$ 700.00	5.00	$ 3,500.00	$ 700.00	6.00	$ 4,200.00		-	$ -		-	$ -	5.00	5.00	$ 3,500.00	1.00	6.00	$ 700.00	$ 4,200.00	0.00	$ -
		Total Roadway				**$ 99,028.75**			**$ 97,628.75**			**$ 2,426.00**			**$ 53,026.15**			**$ 39,061.00**			**$ 3,115.60**	**$ 97,628.75**		**$ -**
		DRAINAGE																						
17	132	Embankment (Ditch)(Dens. Cont.)(Ty C)	CY	$ 7.00	1,173.00	$ 8,211.00	$ 7.00	1,173.00	$ 8,211.00		-	$ -	1,000.00	1,000.00	$ 7,000.00	173.00	1,173.00	$ 1,211.00		1,173.00	$ -	$ 8,211.00	0.00	$ -
18	402	Trench Excavation Protection	LF	$ 1.00	218.00	$ 218.00	$ 1.00	218.00	$ 218.00	218.00	218.00	$ 218.00		218.00	$ -		218.00	$ -		218.00	$ -	$ 218.00	0.00	$ -
19	432	Concrete Riprap (CL C)	CY	$ 210.00	42.00	$ 8,820.00	$ 210.00	42.00	$ 8,820.00		-	$ -		-	$ -		-	$ -	42.00	42.00	$ 8,820.00	$ 8,820.00	0.00	$ -
20	464	RCP (CL III) (18")	LF	$ 22.75	244.00	$ 5,551.00	$ 22.75	180.00	$ 4,095.00	192.00	192.00	$ 4,368.00		192.00	$ -		192.00	$ -	(12.00)	180.00	$ (273.00)	$ 4,095.00	0.00	$ -
21	464	RCP (CL III) (72")	LF	$ 230.00	128.00	$ 29,440.00	$ 230.00	128.00	$ 29,440.00	128.00	128.00	$ 29,440.00		128.00	$ -		128.00	$ -		128.00	$ -	$ 29,440.00	0.00	$ -
22	465	Inlet (Ty A)	EA	$ 1,925.00	6.00	$ 11,550.00	$ 1,925.00	6.00	$ 11,550.00	6.00	6.00	$ 11,550.00		6.00	$ -		6.00	$ -		6.00	$ -	$ 11,550.00	0.00	$ -
23	466	Concrete Headwall (CH-11B)	EA	$ 7,000.00	1.00	$ 7,000.00	$ 7,000.00	1.00	$ 7,000.00		-	$ -		-	$ -		-	$ -	1.00	1.00	$ 7,000.00	$ 7,000.00	0.00	$ -
24	467	Safety End Treatments (6:1)	EA	$ 750.00	2.00	$ 1,500.00	$ 750.00	0.00	$ -		-	$ -		-	$ -		-	$ -		-	$ -	$ -	0.00	$ -
25	529	Concrete Curb & Gutter (Ty A)(Barrier)	LF	$ 5.80	2,321.00	$ 13,461.80	$ 5.80	2,353.00	$ 13,647.40		-	$ -	2,160.00	2,160.00	$ 12,528.00		2,160.00	$ -	193.00	2,353.00	$ 1,119.40	$ 13,647.40	0.00	$ -
26	529	Concrete Valley Gutter (6-Ft)	LF	$ 35.00	140.00	$ 4,900.00	$ 35.00	170.00	$ 5,950.00		-	$ -	140.00	140.00	$ 4,900.00		140.00	$ -	30.00	170.00	$ 1,050.00	$ 5,950.00	0.00	$ -
27	530	Driveways (Ty PRB-1)	SY	$ 20.00	80.00	$ 1,600.00	$ 20.00	80.00	$ 1,600.00		-	$ -		-	$ -	80.00	80.00	$ 1,600.00		80.00	$ -	$ 1,600.00	0.00	$ -
28	530	Driveways (CONCRETE)	SY	$ 55.00	70.00	$ 3,850.00	$ 55.00	70.00	$ 3,850.00		-	$ -	70.00	70.00	$ 3,850.00		70.00	$ -		70.00	$ -	$ 3,850.00	0.00	$ -
		Total Drainage				**$ 96,101.80**			**$ 94,381.40**			**$ 45,576.00**			**$ 28,278.00**			**$ 2,811.00**			**$ 17,716.40**	**$ 94,381.40**		**$ -**
		TOTAL BASE AMOUNTS:				**$ 195,130.55**			**$ 192,010.15**			**$ 48,002.00**			**$ 81,304.15**			**$ 41,872.00**			**$ 20,832.00**	**$ 192,010.15**		**$ -**

Printed Name: Javier Gutierrez Date: 23-Oct-2009

Signature:



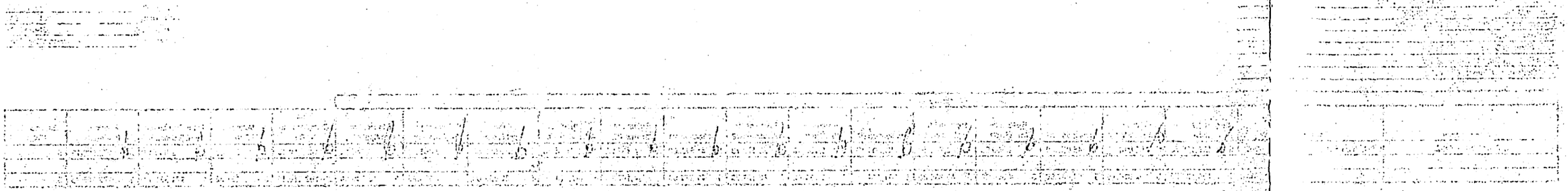
Summary Worksheet

Contractor Name:	Valley Paving, Inc.
Starting Date:	9-Jul-2009
Project Ending Date:	18-Sep-2009
Retainage Percent:	10%
Total Contract Days	71
Total Contract Days to Date	104
% of Construction Time:	146%

Application:	RETAINAGE
Application Date:	23-Oct-2009
Period To:	21-Oct-2009
Engineer Firm	R. Gutierrez Eng. Corp.

Summary

Contract Number	Description	Original Schedule Value	C.O. #1 Schedule Value	Application #1	Retainage for App #1	Payment for Application #1	Application #2	Retainage for App #2	Payment for Application #2	Application #3	Retainage for App #3	Payment for Application #3	Final Application	Retainage for Final App	Payment for Final Application	Total Completed to Date	Retainage to Date	Total Completed Less Retainage	Previous Payments	Balance To Finish
C-CAP-09-178-06-23	Las Milpas Subdivision - Jose Street	$ 195,130.55	$ 192,010.15	$ 48,002.00	$ 4,800.20	$ 43,201.80	$ 81,304.15	$ 8,130.42	$ 73,173.73	$ 41,872.00	$ 4,187.20	$ 37,684.80	$ 20,832.00	$ 2,083.20	$ 18,748.80	$ 192,010.15	$ 19,201.02	$ 172,809.13	$ 172,809.13	$ -
	TOTALS:	$ 195,130.55	$ 192,010.15	$ 48,002.00	$ 4,800.20	$ 43,201.80	$ 81,304.15	$ 8,130.42	$ 73,173.73	$ 41,872.00	$ 4,187.20	$ 37,684.80	$ 20,832.00	$ 2,083.20	$ 18,748.80	$ 192,010.15	$ 19,201.02	$ 172,809.13	$ 172,809.13	$ -



CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON 23 DAY OF October 2009, A FINAL INSPECTION was made of the project herein described:

CONTRACT

DATE: May 19, 2009
OWNER: Hidalgo County Precinct No.2 CONSTRUCTION CONTRACTOR: Valley Paving, Inc
OF THE CITY OF Mission STATE OF Texas

PROJECT DESCRIPTION

CONSTRUCTION OF Las Milpas Subdivision

CONTRACT-NO.: C-CAP-09-178-06-23 located in or near the City/Pct. of Pct. 2

THIS IS TO CERTIFY:

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:
   None

2. That the sum of 0 dollars and 00 /100 dollars ($ 0.00), deducted from the final payment of the Contractor

3. That the contractor 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 the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5.

Amount of Original Contract	$195,130.55
Present Amount of Contract	$192,010.15
Total Amount of earned to date	$192,010.15
Less: previous payments	$172,809.13
Balance	$ 19,201.02
Authorized deductions	$ 00.000.00
AMOUNT OF FINAL PAYMENT	$ 19,201.02

6. That the final payment in the amount of $ Nineteen thousand two hundred one dollars and two cents ($ 19,201.02) is now due and payable.

Engineer's Signature P.E. 11/02/09

CONCURRED BY:

VALLEY PAVING INC.
CONTRACTOR'S NAME

BY: _____

TITLE: President

CONCURRED BY:

_____
Hidalgo County

AI-18464 11/17/09

APPLICATION FOR FINAL PMT

To: HIDALGO COUNTY PRECINCT NO. 2 (OWNER)
From: Valley Paving, Inc. (CONTRACTOR)
Contract: C-CAP-09-178-06-23
Project: Las Milpas Subdivision - Jose Street
OWNER's Contract No. C-CAP-09-178-06-23 ENGINEER's Project No. ENG08.019A
For Work accomplished through the date of: 21-Oct-2009

1.	Original Contract Price:		$ 195,130.55
2.	Net change by Change Orders and Written Agreements (+ or -):		$ (3,120.40)
3.	Current Contract Price (1 plus 2):		$ 192,010.15
4.	Total completed and stored to date:		$ 192,010.15
5.	Retainage (per Agreement):		
	10% of completed Work:	$ 19,201.02	
	10% of stored material:	$ -	
	Total Retainage:		$ 19,201.02
6.	% of Construction Completed:		
	100% of contracted $ amount has been completed		
7.	Total completed and stored to date less retainage (4 minus 5):		$ 172,809.13
8.	Less previous Application for Payments:		$ (154,060.33)
9.	Balance to Finish:		$ -
10.	AMOUNT DUE THIS APPLICATION (6 MINUS 7):		$ **18,748.80**

11.10.09

Accompanying Documentation:

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through FINAL PMT 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 23-Oct-09
Valley Paving, Inc.
CONTRACTOR
By:

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 26th day of October, 2009
Rosalinda Trevino
Notary Public
My Commission expires: 02/23/11

ROSALINDA TREVINO
MY COMMISSION EXPIRES
February 23, 2011

INVOICE RECEIVED BY: ON 11/3/09
GOODS/SERVICES RECEIVED BY: ON 11/3/09

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 23-Oct-09
R. GUTIERREZ ENGINEERING CORPORATION
ENGINEER
By: 10/28/09

REQ# 159614 P.O.#627124
9-1312-431-00-122-413-0-841→$3,115.60
<-311.56>=$2.804.04

REQ# 159614 P.O.#627124
9-1312-431-00-122-413-0-733→$7,099.60
<-709.96>=$6,389.64

REQ# 159614 P.O.#627124
9-1202-126-30-000-014-0-000→$10,616.80
<-1,061.68>=$9,555.12

Contractor Name: Valley Paving, Inc.
Starting Date: 9-Jul-2009
Project Ending Date: 18-Sep-2009
Engineer's / County Project Desc: Las Milpas Subdivision - Jose Street

Application: FINAL PMT
Application Date: 23-Oct-2009
Period To: 21-Oct-2009
Engineer's / County Project No.: ENG08.019A

No.	Item Code	Description	Unit	Original Schedule Value			Change Order #1 Revised Schedule Value			Application #1			Application #2			Application #3			Final Application				Balance To Finish	
				Original Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars
		ROADWAY																						
1	110	Excavation (Roadway)	CY	$ 5.15	2,194.00	$ 11,299.10	$ 5.15	2,194.00	$ 11,299.10		-	$ -	2,194.00	2,194.00	$ 11,299.10		2,194.00	$ -		2,194.00	$ -	$ 11,299.10	0.00	$ -
2	132	Embankment (Rdwy)(Dens. Cont.)(Ty C)	CY	$ 8.50	22.00	$ 187.00	$ 8.50	22.00	$ 187.00		-	$ -	22.00	22.00	$ 187.00		22.00	$ -		22.00	$ -	$ 187.00	0.00	$ -
3	164	Cell Fiber Seeding (Temp)(Warm)	SY	$ 0.55	1,098.00	$ 603.90	$ 0.55	1,098.00	$ 603.90		-	$ -		-	$ -		-	$ -	1,098.00	1,098.00	$ 603.90	$ 603.90	0.00	$ -
4	164	Cell Fiber Seeding (Temp)(Cool)	SY	$ 0.55	1,098.00	$ 603.90	$ 0.55	1,098.00	$ 603.90		-	$ -		-	$ -		-	$ -	1,098.00	1,098.00	$ 603.90	$ 603.90	0.00	$ -
5	164	Cell Fiber Seeding (Perm)(Urban)(Clay)	SY	$ 0.55	2,196.00	$ 1,207.80	$ 0.55	2,196.00	$ 1,207.80		-	$ -		-	$ -		-	$ -	2,196.00	2,196.00	$ 1,207.80	$ 1,207.80	0.00	$ -
6	247	Flexible Base (Compl in Place)(Ty E)(Gr 4)(10")	CY	$ 8.55	3,509.00	$ 30,001.95	$ 8.55	3,509.00	$ 30,001.95		-	$ -	3,509.00	3,509.00	$ 30,001.95		3,509.00	$ -		3,509.00	$ -	$ 30,001.95	0.00	$ -
7	260	Lime Treated Subgrade (6")	SY	$ 1.00	4,412.00	$ 4,412.00	$ 1.00	4,412.00	$ 4,412.00		-	$ -	4,412.00	4,412.00	$ 4,412.00		4,412.00	$ -		4,412.00	$ -	$ 4,412.00	0.00	$ -
8	260	Lime (TY A or B)	TON	$ 145.00	44.38	$ 6,435.10	$ 145.00	44.38	$ 6,435.10		-	$ -	44.38	44.38	$ 6,435.10		44.38	$ -		44.38	$ -	$ 6,435.10	0.00	$ -
9	310	Prime Coat (MC-30)	GAL	$ 3.75	792.00	$ 2,970.00	$ 3.75	792.00	$ 2,970.00		-	$ -		-	$ -	792.00	792.00	$ 2,970.00		792.00	$ -	$ 2,970.00	0.00	$ -
10	340	Asph. Conc. Pav. TY "D"	SY	$ 8.00	3,962.00	$ 31,696.00	$ 8.00	3,962.00	$ 31,696.00		-	$ -		-	$ -	3,962.00	3,962.00	$ 31,696.00		3,962.00	$ -	$ 31,696.00	0.00	$ -
11	502	Barricades, Signs & Traffic Handling	MO	$ 950.00	2.00	$ 1,900.00	$ 950.00	2.00	$ 1,900.00	1.00	1.00	$ 950.00	0.50	1.50	$ 475.00	0.50	2.00	$ 475.00		2.00	$ -	$ 1,900.00	0.00	$ -
12	506	Construction Exits (Ty II)(Install)	SY	$ 15.00	84.00	$ 1,260.00	$ 15.00	84.00	$ 1,260.00	84.00	84.00	$ 1,260.00		84.00	$ -		84.00	$ -		84.00	$ -	$ 1,260.00	0.00	$ -
13	506	Construction Exits (Ty II)(Remove)	SY	$ 5.00	84.00	$ 420.00	$ 5.00	84.00	$ 420.00		-	$ -		-	$ -	84.00	84.00	$ 420.00		84.00	$ -	$ 420.00	0.00	$ -
14	506	Temp Sediment Control Fence	LF	$ 2.00	216.00	$ 432.00	$ 2.00	216.00	$ 432.00	108.00	108.00	$ 216.00	108.00	216.00	$ 216.00		216.00	$ -		216.00	$ -	$ 432.00	0.00	$ -
15	560	Mailboxes (Multiple)	EA	$ 700.00	3.00	$ 2,100.00	$ 700.00	0.00	$ -		-	$ -		-	$ -		-	$ -		-	$ -	$ -	0.00	$ -
16	644	Small Road Sign Assmblies (Ty A)	EA	$ 700.00	5.00	$ 3,500.00	$ 700.00	6.00	$ 4,200.00		-	$ -		-	$ -	5.00	5.00	$ 3,500.00	1.00	6.00	$ 700.00	$ 4,200.00	0.00	$ -
		Total Roadway				**$ 99,028.75**			**$ 97,628.75**			**$ 2,426.00**			**$ 53,026.15**			**$ 39,061.00**			**$ 3,115.60**	**$ 97,628.75**		**$ -**
		DRAINAGE																						
17	132	Embankment (Ditch)(Dens. Cont.)(Ty C)	CY	$ 7.00	1,173.00	$ 8,211.00	$ 7.00	1,173.00	$ 8,211.00		-	$ -	1,000.00	1,000.00	$ 7,000.00	173.00	1,173.00	$ 1,211.00		1,173.00	$ -	$ 8,211.00	0.00	$ -
18	402	Trench Excavation Protection	LF	$ 1.00	218.00	$ 218.00	$ 1.00	218.00	$ 218.00	218.00	218.00	$ 218.00		218.00	$ -		218.00	$ -		218.00	$ -	$ 218.00	0.00	$ -
19	432	Concrete Riprap (CL C)	CY	$ 210.00	42.00	$ 8,820.00	$ 210.00	42.00	$ 8,820.00		-	$ -		-	$ -		-	$ -	42.00	42.00	$ 8,820.00	$ 8,820.00	0.00	$ -
20	464	RCP (CL III) (18")	LF	$ 22.75	244.00	$ 5,551.00	$ 22.75	180.00	$ 4,095.00	192.00	192.00	$ 4,368.00		192.00	$ -		192.00	$ -	(12.00)	180.00	$ (273.00)	$ 4,095.00	0.00	$ -
21	464	RCP (CL III) (72")	LF	$ 230.00	128.00	$ 29,440.00	$ 230.00	128.00	$ 29,440.00	128.00	128.00	$ 29,440.00		128.00	$ -		128.00	$ -		128.00	$ -	$ 29,440.00	0.00	$ -
22	465	Inlet (Ty A)	EA	$ 1,925.00	6.00	$ 11,550.00	$ 1,925.00	6.00	$ 11,550.00	6.00	6.00	$ 11,550.00		6.00	$ -		6.00	$ -		6.00	$ -	$ 11,550.00	0.00	$ -
23	466	Concrete Headwall (CH-11B)	EA	$ 7,000.00	1.00	$ 7,000.00	$ 7,000.00	1.00	$ 7,000.00		-	$ -		-	$ -		-	$ -	1.00	1.00	$ 7,000.00	$ 7,000.00	0.00	$ -
24	467	Safety End Treatments (6:1)	EA	$ 750.00	2.00	$ 1,500.00	$ 750.00	0.00	$ -		-	$ -		-	$ -		-	$ -		-	$ -	$ -	0.00	$ -
25	529	Concrete Curb & Gutter (Ty A)(Barrier)	LF	$ 5.80	2,321.00	$ 13,461.80	$ 5.80	2,353.00	$ 13,647.40		-	$ -	2,160.00	2,160.00	$ 12,528.00		2,160.00	$ -	193.00	2,353.00	$ 1,119.40	$ 13,647.40	0.00	$ -
26	529	Concrete Valley Gutter (6-Ft)	LF	$ 35.00	140.00	$ 4,900.00	$ 35.00	170.00	$ 5,950.00		-	$ -	140.00	140.00	$ 4,900.00		140.00	$ -	30.00	170.00	$ 1,050.00	$ 5,950.00	0.00	$ -
27	530	Driveways (Ty PRB-1)	SY	$ 20.00	80.00	$ 1,600.00	$ 20.00	80.00	$ 1,600.00		-	$ -		-	$ -	80.00	80.00	$ 1,600.00		80.00	$ -	$ 1,600.00	0.00	$ -
28	530	Driveways (CONCRETE)	SY	$ 55.00	70.00	$ 3,850.00	$ 55.00	70.00	$ 3,850.00		-	$ -	70.00	70.00	$ 3,850.00		70.00	$ -		70.00	$ -	$ 3,850.00	0.00	$ -
		Total Drainage				**$ 96,101.80**			**$ 94,381.40**			**$ 45,576.00**			**$ 28,278.00**			**$ 2,811.00**			**$ 17,716.40**	**$ 94,381.40**		**$ -**
		TOTAL BASE AMOUNTS:				**$ 195,130.55**			**$ 192,010.15**			**$ 48,002.00**			**$ 81,304.15**			**$ 41,872.00**			**$ 20,832.00**	**$ 192,010.15**		**$ -**

Printed Name: Javier Gutierrez

Signature:

Date: 23-Oct-2009

Summary Worksheet

Contractor Name:	Valley Paving, Inc.
Starting Date:	9-Jul-2009
Project Ending Date:	18-Sep-2009
Retainage Percent:	10%
Total Contract Days	71
Total Contract Days to Date	104
% of Construction Time:	146%

Application:	FINAL PMT
Application Date:	23-Oct-2009
Period To:	21-Oct-2009
Engineer Firm	R. Gutierrez Eng. Corp.

Summary

Contract Number	Description	Original Schedule Value	C.O. #1 Schedule Value	Application #1	Retainage for App #1	Payment for Application #1	Application #2	Retainage for App #2	Payment for Application #2	Application #3	Retainage for App #3	Payment for Application #3	Final Application	Retainage for Final App	Payment for Final Application	Total Completed to Date	Retainage to Date	Total Completed Less Retainage	Previous Payments	Balance To Finish
C-CAP-09-178-06-23	Las Milpas Subdivision - Jose Street	$ 195,130.55	$ 192,010.15	$ 48,002.00	$ 4,800.20	$ 43,201.80	$ 81,304.15	$ 8,130.42	$ 73,173.73	$ 41,872.00	$ 4,187.20	$ 37,684.80	$ 20,832.00	$ 2,083.20	$ 18,748.80	$ 192,010.15	$ 19,201.02	$ 172,809.13	$ 154,060.33	$ -
	TOTALS:	$ 195,130.55	$ 192,010.15	$ 48,002.00	$ 4,800.20	$ 43,201.80	$ 81,304.15	$ 8,130.42	$ 73,173.73	$ 41,872.00	$ 4,187.20	$ 37,684.80	$ 20,832.00	$ 2,083.20	$ 18,748.80	$ 192,010.15	$ 19,201.02	$ 172,809.13	$ 154,060.33	$ -

AI-18465 **22.G.2.**

Change Order No.3 El Charro No. 2 Subdivision Pct. No. 2

CC REGULAR

Date:	11/17/2009
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department Purchasing only: CAP Pct.2

Information

CAPTION

Acceptance and approval of Change Order No. 3 with contractor Alvarez Construction for El Charro Subdivision, Pct. No. 2 reflecting a net increase in the amount of $10,287.00 due to the adding of 381 SY of concrete driveways and 10 construction days added due to the extra work as reviewed and submitted through project engineer R. Gutierrez Corporation-C-CAP-09-001-04-21.

BACKGROUND

After change order #3 the contract amount will be $226,022.91 with additional 10 days.

Fiscal Impact

FISCAL YEAR: 9 ACCT. #: 9-1311-431-00-122-240-1-733

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

BUDGETARY IMPACT:

*pending interdepartmental transfer of $29,722.41 (AI-18548 CC 11/17/09)

Reference: PO#622455

Attachments

Link: Change order #3 El Charro Subd.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	11/09/2009 04:50 PM	APRV
2	Purchasing Department	Marty Salazar	11/12/2009 12:02 PM	APRV
3	Budget & Management	Erika Zamora	11/12/2009 01:30 PM	APRV
4	Roland Garcia	Rolando Garcia	11/13/2009 10:19 AM	APRV
5	Auditor's Office		11/13/2009 05:15 PM	NEW

Form Started By: Marcie Jackson Started On: 11/09/2009 10:51 AM

Final Approval Date: 11/13/2009

CHANGE ORDER NUMBER THREE (3)

PROJECT: EL CHARRO SUBDIVISION (ENG05.012K)

DATE OF ISSUANCE: November 5, 2009 **EFFECTIVE DATE:** November 5, 2009

OWNER: HIDALGO COUNTY PRECINCT NO. 2
OWNER's Contract No.: C-CAP-09-001-04-21

CONTRACTOR: ALVAREZ CONSTRUCTION
613 FERGUSON RD.
DONNA, TX 78537

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. 381 SY of concrete driveway were added
2. 10 days were added to the construction time

Reason for Change Order:

1. Add additiional driveways to project on Kennedy, Azteca, & Maya Streets.
2. 10 construction days were added for the extra work

Attachments:

Change in Contract Price:		CHANGE IN CONTRACT TIME:	
Original Contract Price $ 194,300.50		Original Contract Time for Substantial Completion:	75 calendar days or dates
Net Changes from previous Change Order $ 21,435.41		Net change from previous Change Orders	28 calendar days
Contract Price prior to this Change Order $ 215,735.91		Contract Time prior to this Change Order Substantial Completion:	103 calendar days or dates
Net Increase (decrease) of this Change Order $ 10,287.00		Net Increase (decrease) of this Change Order	10 calendar days
Contract Price with all approved Change Orders $ 226,022.91	Net % increase (decrease) from original contract price 16.30 %	Contract Time with all approved Change Orders Substantial Completion:	113 calendar days or dates

RECOMMENDED:
By: _____ P.E.
Engineer (Authorized Signature)
Date: 11/12/09

APPROVED:
By: _____
Owner (Authorized Signature)
Date: _____

ACCEPTED:
By: _____
Contractor (Authorized Signature)
Date: 11-12-09

CHANGE ORDER No. 3 TABULATION
HIDALGO COUNTY PRECINCT No. 2
EL CHARRO SUBDIVISION (ENG05.012K)
BID NUMBER: CAP-09-001-04-21

Item Number	Original Plan Quantity	Change Order #1 Quantities	Change Order # 2 Quantities	Change Order #3 Quantities	Unit	Item Description	Unit Price	Revised Unit Price	Original Contract Cost	Change in Contract Cost of C.O.#1	Revised Contract Cost after C.O.#1	Change in Contract Cost of C.O.#2	Revised Contract Cost after C.O.#2	Change in Contract Cost of C.O.#3	Revised Contract Cost after C.O.#3
	(905) ROADWAY														
	(906) DRAINAGE														
1	870	870	870	870	LF	Trench Excavation Protection	$ 4.00	$ 4.00	$ 3,480.00	0.00	$ 3,480.00	0.00	$ 3,480.00	0.00	$ 3,480.00
2	5	5	5	5	CY	Concrete Riprap (CL C)	$ 500.00	$ 500.00	$ 2,500.00	0.00	$ 2,500.00	0.00	$ 2,500.00	0.00	$ 2,500.00
3	291	291	370	370	LF	RCP (CLIII) (18")	$ 30.00	$ 30.00	$ 8,730.00	0.00	$ 8,730.00	2,370.00	$ 11,100.00	0.00	$ 11,100.00
4	383	383	383	383	LF	RCP (CLIII) (24")	$ 40.00	$ 40.00	$ 15,320.00	0.00	$ 15,320.00	0.00	$ 15,320.00	0.00	$ 15,320.00
5	308	308	308	308	LF	RCP (CLIII) (30")	$ 45.00	$ 45.00	$ 13,860.00	0.00	$ 13,860.00	0.00	$ 13,860.00	0.00	$ 13,860.00
6	9	9	9	9	EA	Inlet (Ty A)	$4,000.00	$ 4,000.00	$ 36,000.00	0.00	$ 36,000.00	0.00	$ 36,000.00	0.00	$ 36,000.00
7	1	1	1	1	EA	Inlet (Ty C)	$4,000.00	$ 4,000.00	$ 4,000.00	0.00	$ 4,000.00	0.00	$ 4,000.00	0.00	$ 4,000.00
8	3	3	3	3	EA	Inlet (Ty F2)	$6,000.00	$ 6,000.00	$ 18,000.00	0.00	$ 18,000.00	0.00	$ 18,000.00	0.00	$ 18,000.00
9	1	1	1	1	EA	Manhole (Ty A)	$3,000.00	$ 3,000.00	$ 3,000.00	0.00	$ 3,000.00	0.00	$ 3,000.00	0.00	$ 3,000.00
10	4	4	4	4	EA	Safety End Treatment (6:1)	$2,000.00	$ 2,000.00	$ 8,000.00	0.00	$ 8,000.00	0.00	$ 8,000.00	0.00	$ 8,000.00
11	9887	9887	12455	12455	LF	Concrete Curb & Gutter (Ty A) (Barrier)	$ 6.50	$ 6.50	$ 64,265.50	0.00	$ 64,265.50	16,692.00	$ 80,957.50	0.00	$ 80,957.50
12	420	420	420	420	LF	Concrete Valley Gutter (4Ft)	$ 18.00	$ 18.00	$ 7,560.00	0.00	$ 7,560.00	0.00	$ 7,560.00	0.00	$ 7,560.00
13	355	355	368.83	749.83	SY	Driveways (Concrete)	$ 27.00	$ 27.00	$ 9,585.00	0.00	$ 9,585.00	373.41	$ 9,958.41	10,287.00	$ 20,245.41
14	0	2	2	2	EA	Inlet Adjustment	$ -	$ 1,000.00	$ -	2,000.00	$ 2,000.00	0.00	$ 2,000.00	0.00	$ 2,000.00
						Total			$ 194,300.50	$ 2,000.00	$ 196,300.50	$ 19,435.41	$ 215,735.91	$ 10,287.00	$ 226,022.91
						TOTAL BASE AMOUNTS:			$ 194,300.50	$ 2,000.00	$ 196,300.50	$ 19,435.41	$ 215,735.91	$ 10,287.00	$ 226,022.91

AI-18477 **22.H.1.**

BCAP Application for Payment #2 (Final) Monica Acres Subdivision Pct. No. 3

CC REGULAR

Date:	11/17/2009
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

Acceptance and approval of Application for Payment No. 2 (Final) in the amount of $26,960.63 from Total Commitment, LLC contracted vendor for Monica Acres Subdivision as reviewed and submitted through project engineer Izaguirre Engineering Group, LLC.-C-CAP 09-256-07-21.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1312-431-00-123-470-1-731/733

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

BUDGETARY IMPACT:

Available funds in P.O. #627751 as of 11/12/09 is $29,956.25.

Attachments

Link: Application for Payment #2(Final) Monica Acres Subdivision

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	11/10/2009 08:07 AM	APRV
2	Purchasing Department	Marty Salazar	11/12/2009 12:14 PM	APRV
3	Budget & Management	Erika Zamora	11/12/2009 01:34 PM	APRV
4	Perla Lopez	Perla Lopez	11/12/2009 02:28 PM	APRV
5	Auditor's Office		11/13/2009 05:15 PM	NEW

Form Started By: Marcie Jackson Started On: 11/09/2009 04:34 PM

Final Approval Date: 11/13/2009

AI-18477 11/17/09

APPLICATION FOR PAYMENT NO. 2 (FINAL)

To: HIDALGO COUNTY (OWNER)
From: TOTAL COMMITMENT, LLC (CONTRACTOR)
Contract: HIDALGO COUNTY PRECINCT NO. 3 COLONIA ACCESS PROGRAM ROUND III ROAD & DRAINAGE CONSTRUCTION FOR MONICA ACRES SUBDIVISION
Project: HIDALGO COUNTY PRECINCT NO. 3 COLONIA ACCESS PROGRAM ROUND III ROAD & DRAINAGE CONSTRUCTION FOR MONICA ACRES SUBDIVISION
Owner's Contract No. C-CAP-09-256-07-21 Engineer's Project No. 081005
For Work accomplished through the date of: October 28, 2009

1. Original Contract Price:		$72,295.00
2. Net change by Change Order No. 1 and Written Agreements(+):		$10,542.00
3. Current Contract Price (1 plus 2):		$82,837.00
4. Total completed and stored to date:		$82,837.00
5. Retainage (per Agreement):		
10% of completed Work:	$8,283.70	
_____ of stored material		
Total Retainage:		$8,283.70
6. Total completed and stored to date less retainage (4 minus 5)		$74,553.30
7. Less previous Application for Payments:		$47,592.67
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)		$26,960.63

Accompanying Documentation:

1. **Application and Certification of Payment**
2. **Schedule of Values**
3. **Estimate Quantity Update Worksheet**
4. **List of Suppliers and Sub-contractors**
5. **Partial Waiver of Liens (Sub-contractors/suppliers**
6. **TxDot Form 252 Contract Time Statement**
7. **Payroll Report w/signed Wage Form**

REQ# 160141 P.O.# 627751
9-1312-431-00-123-470-1-731→$21,618.25
<-2,161.83>=$19,456.42
REQ# 160141 P.O.# 627751
9-1312-431-00-123-470-1-733→$8,338.00
<-833.80>=$7,504.21

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 2 inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date 11-3-09

TOTAL COMMITMENT, LLC
(CONTRACTOR)
By: _____
Armando Gutierrez, Jr.

State of TEXAS
County of HIDALGO
Subscribed and sworn to before me this 3rd day of November.

Notary Public
My Commission expires: 7.6.13

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date 11-3-09

JAVIER HINOJOSA ENGINEERING
(ENGINEER)
By: _____
Javier Hinojosa, P.E.

Michael Israel Lerma
Notary Public, State of Texas
My Commission Expires:
July 6, 2013

Exhibit E-C

INVOICE RECEIVED BY:
Marcie Jackson ON 11/4/09
GOODS/SERVICES RECEIVED BY:
Marcie Jackson ON 11/4/09

TOTAL COMMITMENT, LLC	Contractor Name
8/24/2009	Starting Date
11/21/2009	Project Ending Date
10%	Retainage Percent

Application No.	2 (Final)
Application Date:	10/28/2009
Period To:	9/29/09 - 10/28/09
Engineer Firm	JAVIER HINOJOSA ENGINEERING

Summary

CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Payment Application No 4	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
M1080470	Monica Acres	$72,295.00	$82,837.00	$52,880.75	$29,956.25	$0.00	$0.00	$82,837.00	$0.00	$8,283.70	$74,553.30	$47,592.67	$26,960.63

TOTAL COMITMENT, LLC — Contractor Name

8/24/2009 — Starting Date

11/21/2009 — Project Ending Date

ROAD & DRAINAGE - MONICA ACRES SUBD. — Engineer's / County Project Description

Application No.: 2 (Final)

Application Date: 10/28/2009

Period To: 9/29/09 - 10/28/09

Engineer's / County Project No.: C-CAP-09-256-07-21

					Original Schedule Value			Revised Schedule Value		First Month			Second Month			Third Month				Balance To Finish	
No.	Item Code	Description	Unit	Original Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars
		ROADWAY																			
		MONICA ACRES SUBDIVISION																			
1	100	Preparig ROW	STA	$ 350.00	8.29	$ 2,901.50	$ 350.00	8.29	$ 2,901.50	-	0.00	$ -	8.29	8.29	$ 2,901.50	-	8.29	$ -	$ 2,901.50	0	$ -
2	247	8" FLEX BASE (Compl in Place)	SY	$ 3.50	2972.00	$ 10,402.00	$ 3.50	3395.00	$ 11,882.50	-	0.00	$ -	3395	3395	$ 11,882.50	-	3,395.00	$ -	$ 11,882.50	0	$ -
3	251	Reworking BS Mtrl. (DC)	SY	$ 2.00	2972.00	$ 5,944.00	$ 2.00	3395.00	$ 6,790.00	-	0.00	$ -	3395	3395	$ 6,790.00	-	3,395.00	$ -	$ 6,790.00	0	$ -
4	310	ASPH Matrl. (MC-30)	GAL	$ 3.60	545.00	$ 1,962.00	$ 3.60	545.00	$ 1,962.00	-	0.00	$ -	0	0	$ -	545.00	545.00	$ 1,962.00	$ 1,962.00	0	$ -
5	340	ASPH Conc. (TY D) (1 1/2")	SY	$ 6.25	2602.00	$ 16,262.50	$ 6.25	3025.00	$ 18,906.25	-	0.00	$ -	-	0	$ -	3,025.00	3,025.00	$ 18,906.25	$ 18,906.25	0	$ -
6	502	Barricades, Sign & Traffic Handling	MO	$ 300.00	3.00	$ 900.00	$ 300.00	3.00	$ 900.00	-	0.00	$ -	2	2	$ 600.00	1.00	3.00	$ 300.00	$ 900.00	0	$ -
7	530	Turnouts (ASPH-CONC-PAV) (PB-1)	SY	$ 6.50	30.00	$ 195.00	$ 6.50	30.00	$ 195.00	-	0.00	$ -	0	0	$ -	30.00	30.00	$ 195.00	$ 195.00	0	$ -
8	5249	Temporary Sediment Control Fence	LF	$ 1.75	340.00	$ 595.00	$ 1.75	340.00	$ 595.00		0.00	$ -	340	340	$ 595.00	-	340.00	$ -	$ 595.00	0	$ -
9	5249	Temporary Sediment Control Fence (Remove)	LF	$ 0.75	340.00	$ 255.00	$ 0.75	340.00	$ 255.00	-	0.00	$ -	0	0	$ -	340.00	340.00	$ 255.00	$ 255.00	0	$ -
11	C/1	Unc. Excavation	CY	$ -	0.00	$ -	$ 4.00	1212.00	$ 4,848.00	-	0.00	$ -	1212	1212	$ 4,848.00	-	1,212.00	$ -	$ 4,848.00	0	$ -
		Total Roadway MONICA ACRES SUBDIVISION				$ 39,417.00			$ 49,235.25			$ -			$ 27,617.00			$ 21,618.25	$ 49,235.25		$ -
16		**DRAINAGE**																			
17	530	Driveway (ASPH-CONC-PAV) (PB-1)	SY	$ 11.00	758.00	$ 8,338.00	$ 11.00	758.00	$ 8,338.00	-	0.00	$ -	-	0.0	$ -	758.00	758.00	$ 8,338.00	$ 8,338.00	0	$ -
18	530	Driveway (Concrete 3000 PSI)	SY	$ 30.00	318.00	$ 9,540.00	$ 30.00	318.00	$ 9,540.00	-	0.00	$ -	318.00	318.0	$ 9,540.00		318.00	$ -	$ 9,540.00	0	$ -
19	556	15" ADS Culvert Pipe	LF	$ 24.00	625.00	$ 15,000.00	$ 24.00	0.00	$ -	-	0.00	$ -			$ -			$ -	$ -	0	$ -
10	C/1	18" Low Profile Curb & Gutter	LF	$ -	0.00	$ -	$ 9.25	1635.00	$ 15,123.75	-	0.00	$ -	1635	1635	$ 15,123.75		1,635.00	$ -	$ 15,123.75	0	$ -
12	C/1	48" Concrete Spillway	LF	$ -	0.00	$ -	$ 20.00	30.00	$ 600.00	-	0.00	$ -	30.00	30	$ 600.00		30.00	$ -	$ 600.00	0	$ -
		Total Drainage MONICA ACRES SUBDIVISION				$ 32,878.00			$ 33,601.75			$ -			$ 25,263.75			$ 8,338.00	$ 33,601.75		$ -

Grand Total for Monica Acres Sub. $ 82,837.00

APPROVED BY: Javier Hinojosa P.E. (Print Name) — Signature — 11/3/09 (Date)

Exhibit E-D

AI-18473 **22.H.2.**

Change Order No.1 Ramon Leal Subdivision Pct. No. 3

CC REGULAR

Date:	11/17/2009
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

Acceptance and approval of Change Order No. 1 with contractor Closner Construction for Ramon Leal Subdivision, Pct. No. 3 reflecting a decrease in the amount of $1,875.00 since utility adjustments were deleted and submitted through project engineer Izaguirre Engineering Group, LLC (C-CAP 09-132-06-08).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1XXX-431-00-123-591-0-73X

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

BUDGETARY IMPACT:

Change Order will decrease P.O. #627746 in the amount of $1,875.00 leaving the P.O. with a balance of $91,292.06.
Please refer to attached P.O. #627746.

Attachments

Link: Change Order #1 Ramon Leal Subd

Link: P.O. #627746

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	11/09/2009 04:50 PM	APRV
2	Purchasing Department	Marty Salazar	11/12/2009 12:08 PM	APRV
3	Budget & Management	Erika Zamora	11/12/2009 01:32 PM	APRV
4	Perla Lopez	Perla Lopez	11/12/2009 04:27 PM	APRV
5	Auditor's Office		11/13/2009 05:15 PM	NEW

Form Started By: Marcie Jackson Started On: 11/09/2009 02:35 PM

Final Approval Date: 11/13/2009

CHANGE ORDER NUMBER ONE(1)

Project: Ramon Leal Subdivision

DATE OF ISSUANCE: _____ EFFECTIVE DATE: _____

OWNER: Hidalgo County Precinct No. 3
OWNER'S CONTRACT NO: C-CAP-09-132-06-08

CONTRACTOR: Closner Construction
2809 W Expressway 83
La Feria, Tx 78559

ENGINEER: Izaguirre Engineering Group, LLC
7413 N. La Homa Rd.
Mission Tx. 78574

You ar directed to make the following changes in the Contract Documents.

Description: 1. Delete Roadway Item: 6000

Reason for Change Order: 1. Utility adjustments deleted as a separate pay item affects:
Roadway Items: 6000

Attachments: Ramon Leal Subdivision Change Order No.1 Tabulation attached herewith and made a part hereof.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price $ 93,167.06	Original Contract Time for Substantial Completion: 60 calendar days or dates
Net Changes from previous Change Order $ 0.00	Net Change from previous Change Orders 0 calendar days
Contract Price prior to this Change Order $ 93,167.06	Contract Time prior to this Change Order Substantial Completion: 60 calendar days or dates
Net Increase(decrease) of this Change Order $ -1,875.00	Net Increase(decrease) of this Change Order 0 calendar days
Contract Price with all approved Change Orders $ 91,292.06 Net % increase(decrease)from original contract price. -2.01%	Contract Time with all approved Change Orders Substantial Completion: 60 calendar days or dates

RECOMMENDED:
By: _____
Engineer (Authorized Signature)
Date: 10/30/09

APPROVED:
By: _____
Owner (Authorized Signature)
Date: _____

ACCEPTED:
By: _____
Contractor (Authorized Signature)
Date: 10/30/09

Exhibit E-B

CHANGE ORDER No.1 TABULATION

HIDALGO COUNTY PRECINCT No.2

RAMON LEAL SUBDIVISION

PROJECT C-CAP-09-132-06-08

ITEM NO.	ORIGINAL PLAN QUANTITY	CHANGE ORDER No1 QUANTITIES	UNIT	DESCRIPTION	ORIGINAL UNIT PRICE	REVISED UNIT PRICE	ORIGINAL CONTRACT COST	CHANGE IN CONTRACT COST OF C.O. #1	REVISED CONTRACT COST AFTER C.O. #1
RAMON LEAL SUBDIVISION				(905) ROADWAY CONSTRUCTION					
100	7.770	7.770	Sta.	PREP ROW	$550.00	$550.00	$4,273.50	$0.00	$4,273.50
110	476.000	476.000	CY	EXCAVATION (ROADWAY)	$3.50	$3.50	$1,666.00	$0.00	$1,666.00
164	1528.000	1528.000	SY	CELL FIB MULCH SEED (PERM) URBAN CLAY	$0.90	$0.90	$1,373.40	$0.00	$1,373.40
204	31.100	31.100	MG	SPRINKLING	$45.00	$45.00	$1,399.50	$0.00	$1,399.50
216	4130.000	4130.000	SY	PROOF ROLLING	$0.85	$0.85	$3,510.50	$0.00	$3,510.50
247	556.000	556.000	CY	FLEX BASE (RD DEL) TY "E" GR4	$17.85	$17.85	$9,924.60	$0.00	$9,924.60
251	2501.000	2501.000	SY	REWORKS BS MTL (TY D) 8" (DENS CONT)	$2.75	$2.75	$6,877.75	$0.00	$6,877.75
310	411.200	411.200	GAL	PRIME COAT (MC-30)	$6.50	$6.50	$2,672.80	$0.00	$2,672.80
340	2056.000	2056.000	SY	ASPH CONC ACP SURFACE (TY D) (1 1/2")	$7.35	$7.35	$15,111.60	$0.00	$15,111.60
500	1.000	1.000	LS	MOBILIZATION	$3,500.00	$3,500.00	$3,500.00	$0.00	$3,500.00
502	1.000	1.000	LS	BARRICADES, SIGNS AND TRAF HANDLE	$2,500.00	$2,500.00	$2,500.00	$0.00	$2,500.00
506	140.000	140.000	LF	TEMP SEDMT CONT FENCE (INSTALL)	$3.25	$3.25	$455.00	$0.00	$455.00
506	140.000	140.000	LF	TEMP SEDMT CONT FENCE (REMOVE)	$1.00	$1.00	$140.00	$0.00	$140.00
560	7.000	7.000	EA	MAILBOXES (SINGLE)	$175.00	$175.00	$1,225.00	$0.00	$1,225.00
644	6.000	6.000	EA	SMALL RDSD SGN ASSM (TY A)	$325.00	$325.00	$1,950.00	$0.00	$1,950.00
2500	2501.000	2501.000	SY	EN-1 TREAT SUB-BASE (DC)	$1.75	$1.75	$4,376.75	$0.00	$4,376.75
2500	14.100	14.100	GAL	EN-1 ROADBOND	$125.00	$125.00	$1,762.50	$0.00	$1,762.50
6000	1.000	0.000	LS	UTILITY/SERVICE LINE ADJUSTMENT	$1,875.00	$1,875.00	$1,875.00	-$1,875.00	$0.00
				RAMON LEAL SUBDIVISION PAVING SUB-TOTAL			$64,693.90	-$1,875.00	$62,718.90
				(906) DRAINAGE					
464	104.000	104.000	LF	RC PIPE (CL III)(18")	$28.00	$28.00	$2,912.00	$0.00	$2,912.00
465	5.000	5.000	EA	INLET (TYPE 'C') (3'X 3' GRATE)	$1,275.00	$1,275.00	$6,375.00	$0.00	$6,375.00
467	4.000	4.000	EA	SET (TY II)(18")(RCP)(1:6)	$1,250.00	$1,250.00	$5,000.00	$0.00	$5,000.00
530	498.270	498.270	SY	DRIVEWAYS (TY PRB-1)	$8.00	$8.00	$3,986.16	$0.00	$3,986.16
5000	515.000	515.000	LF	CORRUGATED HDPE CULVERT PIPE (15")	$20.00	$20.00	$10,300.00	$0.00	$10,300.00
				RAMON LEAL SUBDIVISION DRAINAGE SUB-TOTAL			$28,573.16	$0.00	$28,573.16
				RAMON LEAL SUBDIVISION PROJECT TOTAL			$93,167.06	-$1,875.00	$91,292.06

Purchase Order Inquiry - FUINQ01A 9/17/2007 5:30 pm

PO Number 627746
PO Date 08-21-2009
Requisition No 00157294
Owner NCEBALLOS
PO Type

Vendor No 261564
Vendor Name CLOSNER CONSTRUCTION CO.
Address 2809 W EXP 83
LA FERIA, TX 78559

PO Total **93,167.06**
Payment Total

Detail | Header | Payment Info | Journals

Line No	Quantity Ordered	Quantity Received	Description	Unit Price	Amount
1	1		Road & Drainage Construction for Ramon Leal Subd.□Leal Ave. ID #29	93,167.060	93,167.06

Total **93,167.06**

Account Number	Description	Amount	Amount Liq
9-1312-431-00-123-591-0-733	RAMON LEAL SUBDIVISION-DRAINGE DITCHES	28,573.16	.00
9-1312-431-00-123-591-0-731	RAMON LEAL SUBDIVISION-ROADS	58,901.87	.00
9-1203-431-00-123-591-0-731	PCT.3-RAMON LEAL SUBDIVISION-ROADS	5,692.03	.00

AI-18521 **22.I.1.**

Approval of Final Construction Contract-Laborsita Subdivision-PCT 4
CC REGULAR

Date:	11/17/2009
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Agapito Vargas
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** CAP Pct.4

Information

CAPTION

Acceptance and approval of final construction contract (awarded by CC on 10-06-09) for C-CAP-09-381-10-06 Road & Drainage Construction for Laborsita Subdivision between Hidalgo County and Total Commitment, LLC. (Project Engineering Firm of Quintanilla, Headley & Associates Inc.) in the amount of $48,921.00.

BACKGROUND

Note: Only two (2) pages of contract (include contract #, awarded vendor name, amount) are provided as back up, due to entire contract being too lengthy. Auditor's department is provided with one (1) fully executed original contract.

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 9-1312-431-00-124-886-0-731 & 733

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

BUDGETARY IMPACT:

Object code 731 has $37,307.18 and object code 733 has $12,401.00 available; giving a total available of $49,708.18 as of 11/13/09.

Attachments

Link: laborsita cntrct 18521

Link: ai req 18521

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/12/2009 12:35 PM	APRV
2	Budget & Management	Erika Zamora	11/12/2009 01:40 PM	APRV
3	Dale Kennan	Dale Kennan	11/13/2009 10:55 AM	APRV
4	Auditor's Office		11/13/2009 05:15 PM	NEW

Form Started By: Yvette Islas Started On: 11/12/2009 08:45 AM

Final Approval Date: 11/13/2009

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C- CAP-09-381-10-06

This Agreement, entered into this 06 day of October, 2009 by and between Hidalgo County (hereinafter called the "OWNER," and Total Commitment, LLC (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:

LABORSITA SUBDIVISION

Hereinafter called the project, for the sum of **Forty Eight Thousand Nine Hundred Twenty One Dollars and Zero Cents ($48, 921.00)** 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 **QUINTANILLA, HEADLEY & ASSOCIATES INC.**, entitled the Architect/Engineer, and as enumerated in Paragraph 1.01.A12 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 **90** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **$ 250.00** for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraph 14.02.C and 14.07.C of the General Conditions.

IN WITNESS WHEREOF, the parties to these present have executed this contract in four (4) counterparts, each of which shall be deemed and original, in year and date first above mentioned.

APPROVED BY COMMISSIONER'S COURT ON , November 24th, 2009

CONTRACTOR:

Print Name & Title: Pedro A. Gutierrez Jr. Member

Name of Firm: Total Commitment, LLC

Address: 11435 N. Bryan Rd.
Mission, TX 78573

Fed. ID# / SS#: 84-1657330

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the 30th day of October 2009.
by Member (Title) of and on behalf of Total Commitment LLC (A corporation).

Michael Israel Lerma
Notary Public, State of Texas
My Commission Expires:
July 6, 2013

Notary Public – Signature

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.
800 Pecan
McAllen, Texas 78504

BY: Atlas + Hall, LLP

ATTEST:

Arturo Guajardo, Jr. County Clerk

COUNTY OF HIDALGO:

Rene Ramirez, County Judge

ai
18521

Yvette Islas

From: Marcie Jackson [marcie.jackson@co.hidalgo.tx.us]
Sent: Thursday, November 12, 2009 8:41 AM
To: Yvette Islas
Cc: 'Agapito Vargas'
Subject: Laborsita Subdivision Contract
Attachments: Contract

Importance: High

Yvette,

Please place the following item on CC agenda for Tuesday 17th November 2009:
Approval of final negotiated contract for Precinct 4 – 3rd Call Border Colonias Project: Laborsita Subdivision (CSJ: 3C1080886)
Contractor: Total Commitment, LLC; Mission, TX
Project Engineer: Quintanilla, Headley & Associates Inc.
Account: 9-1312-431-00-124-886-0-731 & 733

Thanks,

Marcie Jackson
Border Colonia Access Program
Administrative Assistant
301 East State Street
Pharr, Texas 78577
Telephone# 956-787-1891
Fax# 956-787-4683
marcie.jackson@co.hidalgo.tx.us

AI-18427 **22.J.1.**

"Specialty Printed Items & Related Supplies"

CC REGULAR

Date:	11/17/2009
Submitted By:	Yolanda Velasquez, 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 document to the lowest bidder meeting all specifications and/or terms and conditions as attached hereto for "Hidalgo County - "Specialty Printed Items and Related Supplies" - Bid No. 2009-443-11-04-YZV for the following elected offices:

a. Section I - Sheriff's Office: Inmate Trust Fund Receipt Books;

b. Section II- District Clerk's Office: Minute Binders, Minute Paper, #10 Envelopes, #28 Catalog Envelopes White Stock-No.Window;

c. Section III- County Clerk's Office: Booklet Envelopes, Bounds Books, Birth/Marriag Envelopes, Marriage Licenses/Certified Marriage License, Ply Envelopes for Wallet Cards, Banknotes.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-423-21-280-002-0-550

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

BUDGETARY IMPACT:

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-415-40-180-001-0-550

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

BUDGETARY IMPACT:

FISCAL YEAR: 2009 **ACCT. #:** 9-11000-412-00-090-0010-550

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

BUDGETARY IMPACT:

Attachments

Link: Participation Log - Tabulation Sheet

Link: C-09-443-11-17-Scott Merriman Inc.

Link: C-09-443A-11-17-Curtis 1000 Inc.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/12/2009 11:58 AM	APRV
2	Budget & Management	Erika Zamora	11/12/2009 01:27 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	11/12/2009 03:05 PM	APRV
4	Purchasing Department	Marty Salazar	11/13/2009 11:14 AM	APRV
5	Auditor's Office		11/13/2009 05:15 PM	NEW

Form Started By: Yolanda Velasquez

Started On: 11/05/2009 01:30 PM

Final Approval Date: 11/13/2009

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS

RFB-RFP-RFQ

BID OPENING DATE: NOVEMBER 04, 2009 **BID OPENING TIME:** 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: "Specialty Printed Items & Related Supplies"

BID NO.: 2009-443-11-04-YZV

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1Curtis 1000	EM	ozapata@curtis1000.com Contact: Oscar Zapata	10/27/09	P.O. Box 4547 McAllen, TX 78502-4547 Tel 800-392-5835 x 5449
2. Authentic Promotions.	EM	peter@authenticpromotions.com Contact: Peter Carmazzi	10/27/09	800-497-7765x214 Fax 800-497-7706
3. AC Printing	EM	Debbie@acprinting.com Contact: Debbie Gelmini	10/27/09	Tel: 817-267-8990 Fax: 817-354-0880
4.Copy Plus	EM	rey@copyplusonline.net Contact: Rey Rosales	10-27-09	4500 N. 10th Ste 240 McAllen, TX 78504 Tel 956-668-7587
5.IKON Office Solutions, INC	EM	Mhoeferlin@ikon.com Contact: Mike Hoeferlin	10/27/09	809 A Savannah McAllen, TX 7850 Tel: 956-687-9156
6.Mike Young Business Forms	IP/EM	Ymybf88@aol.com Contact: Mike Young	10/27/09	1916 Pelican McAllen, TX 78504
7.Scott Merriman INC	EM	Tescott3@gmail.com Contact: Tommy Ellis	10/27/09	11212 Goodnight Ln. Bldg 200 Dallas, TX 75229 Tel: 800-648-7022
8.Gateway Printing	EM	freddy@gatewayp.com	10/27/09	
9.Print Dallas	EM	sperry@alphagraphics.com Contact: Sherry Perry	10/29/09	3032 Mockingbird Lane Dallas, TX 75205 Tel: (214) 363-1101
10. Bid Simple	EM	kim@bid-simple.com Contact: Kim Whitley-Gaynor	10/29/09	Tel: 512-973-3614
11. Eliassen & Associates	EM	adria@eliasseninc.com Contact: Adria Eliassen	10/30/09	Tel: 954-566-6166
12. All Wear Specialty of TX	Em	Chase@adweartx.com	10/30/09	

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)
FACSIMILE (FAX)

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY	
BID OPENING DATE: NOVEMBER 04, 2009	BID OPENING TIME: 9:30 A.M.
DESCRIPTION OF BID: "SPECIALTY PRINTED ITEMS AND RELATED SUPPLIES"	
BID NUMBER: 2009-443-11-04-YZV	BUYER: YOLANDA VELASQUEZ

BID #	NAME OF COMPANY	ACKNOWLEDGED
#1	SCOTT MERRIMAN	√
#2	CURTIS 1000	√
#3		
#4		
#5		
#6		
#7		
#8		
#9		
#10		

MEMORANDUM

TO: Anacleto Martinez, Chief Administrator

Attn: Juan Tapia, Procurement Specialist

From : Yolanda Velasquez, Buyer
Hidalgo County Purchasing Department

Date: November 5, 2009

RE: Request Recommendation for RFB 2009-443-11-04-YZV
"Specialty Printed Items and Related Supplies"

Attach you will find two (2) copies of the bids received along with bid tabulation form for the above referenced project for your review and consideration. Please reply with your recommendation. We need to present your recommendation on the next Commissioners Court Meeting therefore; we need your response by 10:00 a.m. Tuesday, November 10, 2009.

Indicate your recommendation or any concerns on the space provided below and reply via email: yolanda.velasquez@co.hidalgo.tx.us or fax 318-2629. Please include the account number(s) for the above mentioned project.

Should you have any questions or require further information, do not hesitate to call me at 318-2626 extension 4881. Thank you for your attention and cooperation to this matter.

Award to Vendor(s):	Recommendation (Basis)
Scott Merriman	Award To Lowest Bid.

Budget Acct №: 9-1100-423-21280-002-0-550

Concerns: _____

Authorized Signature | A. "Sonny" Martinez (Printed Name) | 11/5/09 (Date)

HIDALGO COUNTY
"SPECIALTY PRINTED ITEMS AND RELATED SUPPLIES"
BID NO: 2009-443-11-04-YZV
BID TABULATION

SECTION I – SHERIFF DEPARTMENT:

		VENDOR: CURTIS 1000		VENDOR: SCOTT MERRIMAN	
Description	**Estimated Minimum Quantity**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**
Inmate Trust Fund Receipt Books	200	$7.13 EA	$1,426.00	$5.41 EA	$1,082.00

MEMORANDUM

TO: Laura Hinojosa, District Clerk

Attn: Stephanie Palacios,

From : Yolanda Velasquez, Buyer II
Hidalgo County Purchasing Department

Date: November 5, 2009

RE: Request Recommendation for RFB 2009-443-11-04-YZV
"Specialty Printed Items and Related Supplies"

Attach you will find two (2) copies of the bids received along with bid tabulation form for the above referenced project for your review and consideration. Please reply with your recommendation. We need to present your recommendation on the next Commissioners Court Meeting therefore; we need your response by 10:00 a.m. Tuesday, November 10, 2009.

Indicate your recommendation or any concerns on the space provided below and reply via email: yolanda.velasquez@co.hidalgo.tx.us or fax 318-2629. Please include the account number(s) for the above mentioned project.

Should you have any questions or require further information, do not hesitate to call me at 318-2626 extension 4881. Thank you for your attention and cooperation to this matter.

Award to Vendor(s):	Recommendation (Basis)
Scott Merriman	Best Pricing on Minute Binders, Minute Paper, #10 Envelop
Curtis 1000	Best Pricing on - Letterhead Paper #28 Env

Budget Acct №: 9-1100-412-00-090-001-0-550

Concerns: _____

_____

Stephanie Palacios — Stephanie Palacios — 11/12/09

Authorized Signature — Printed Name — Date

HIDALGO COUNTY
"SPECIALTY PRINTED ITEMS AND RELATED SUPPLIES"
BID NO: 2009-443-11-04-YZV
BID TABULATION

SECTION II – DISTRICT CLERK:

		Vendor: Curtis 1000		Vendor: Scott Merriman		
Description	**Estimated Minimum Quantity**	**Unit Price**	**Total Price**	**Unit Price**		**Total Price**
Minute Binders	750		No Bid	$58.00 ea		$43,500.00√
Minute Paper	2,000 reams		No Bid	$37.00 ream		$74,000.00√
#10 Envelopes	70,000	$42.03/1,000	$2,942.10	$64.70 ream		$4,529.00√
#28 Catalog Envelopes White Stock – No Window	10,000	$106.01/1,000	$1,060.10	2,500	$245.20m	*$613.00√
				7,500	$149.50m	**$1,121.25√
Letterhead Paper	20,000	118.60/1,000	$2,372.00	$143.25 m		$2,865.00√
*Thermo grade ** Flat printed						

MEMORANDUM

TO: Arturo Guajardo Jr., County Clerk

Attn: Rene Perez, Deputy Clerk

From : Yolanda Velasquez, Buyer II
Hidalgo County Purchasing Department

Date: November 5, 2009

RE: Request Recommendation for RFB 2009-443-11-04-YZV
"Specialty Printed Items and Related Supplies"

Attach you will find two (2) copies of the bids received along with bid tabulation form for the above referenced project for your review and consideration. Please reply with your recommendation. We need to present your recommendation on the next Commissioners Court Meeting therefore; we need your response by 10:00 a.m. Tuesday, November 10, 2009.

Indicate your recommendation or any concerns on the space provided below and reply via email: yolanda.velasquez@co.hidalgo.tx.us or fax 318-2629. Please include the account number(s) for the above mentioned project.

Should you have any questions or require further information, do not hesitate to call me at 318-2626 extension 4881. Thank you for your attention and cooperation to this matter.

Award to Vendor(s):	Recommendation (Basis)
SCOTT MERRIMAN INC.	VENDOR CAN PROVIDE ALL SUPPLIES

Budget Acct №: 9-1100-415-40-180-001-0-550

Concerns: _____

Authorized Signature

Annette C. Muñiz
Printed Name

11/06/09
Date

HIDALGO COUNTY
"SPECIALTY PRINTED ITEMS AND RELATED SUPPLIES"
BID NO: 2009-443-11-04-YZV
BID TABULATION

SECTION III - COUNTY CLERK:

		Vendor: Curtis 1000		Vendor: Scott Merriman	
Description	**Estimated Minimum Quantity**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**
Booklet Envelopes	6,000	$269.43	$1,256.58	$494.00	$2,64.00*√
				$581.00	$3,484.00*√
Bound Books	2		No Bid	$479.00 ea	$958.00√
Birth/Marriage Envelopes	6,000		No Bid	.33¢	$1,980.00√
Marriage License/Certified Marriage License	3,000		No Bid	$293.00	$879.00√
Poly Envelopes for Wallet Cards	3,000		No Bid	$180.00	540.00√
Banknotes	10,000 pages		No Bid	$367.50	$3,675.00√
*W/O Peel & Seal ** With Peel & Seal					

THE STATE OF TEXAS §

§

COUNTY OF HIDALGO §

SERVICE CONTRACT
C-09-443-11-17

THIS CONTRACT is made and entered into this **17th** day of **November, 2009** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Scott Merriman, Inc,** a **Texas Corporation**. ("Company").

WHEREAS, Company responded to advertised notices for bids for **"SPECIALITY PRINTED ITEMS AND RELATED SUPPLIES"** the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term

of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Commissioners' Court** or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one year beginning **November 17, 2009** and ending on **November 16, 2010.** Hidalgo County at its sole discretion elect the option to extend the contract for one (1) additional year at the same rates, terms and conditions and may further extend an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services 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 **Scott Merriman, Inc.**
11212 Good Night Lane #200
Dallas, Texas 75229

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

15. 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 _____, 2009.

COUNTY OF HIDALGO

ATTEST:

By:_____
Rene A. Ramirez, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY:_____

By:_____

Printed Name:_____

Title:_____

APPROVED BY COMMISSIONES COURT:_____

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

By:_____
Stephen L. Crain

EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCURMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

October 26, 2009

RE: Hidalgo County
Request for Bids – Hidalgo County
"Specialty Printed Items and Related Supplies"
Bid Nº 2009-443-11-04-YZV

Dear Gentlemen:

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

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

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

Sincerely,

Martha L. Salazar, CPPB

Hidalgo County Purchasing Agent

MLS/yzv

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB) CHECKLIST

Hidalgo County
"Specialty Printed Items and Related Supplies"
Bid No: 2009-443-11-04-YZV

1. **Request For Bid Letter.**
2. **Request for Bid, Legal Notice, consisting of 8 pages.**
3. **Exhibit "A" Specifications consisting of 5 page.**
4. **Exhibit "B" Bid Page consisting of 1 page.**
5. **Exhibit "C" Insurance Requirements consisting of 4 pages.**
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 pages.**
7. **Vendor/Bidder Application and W-9 form consisting of 6 pages.**
8. **Draft Service Contract consisting of 6 pages.**
9. **Certification Regarding Debarment 1 pages.**

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

Thank you.

Martha L. Salazar, CPPB
Purchasing Agent

10/27/09
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Bid No: 2009-443-11-04	Buyer: Yolanda Z. Velasquez	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY DEPARTMENT "SPECIALTY PRINTING ITEMS AND RELATED SUPPLIES"

BID OPENING DATE

NOVEMBER 04, 2009

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy 281 Administration Building
Edinburg, Texas 78539
956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"Specialty Printing Items and Related Supplies-Hidalgo County"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2009-443-11-04-yzv-Specialty Printing Items and Related Supplies – Hidalgo County "**and in County's Purchasing Department, 2802 S Business Highway 281, Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, NOVEMBER 04, 2009. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR BIDS-2009-443-11-04-yzv-RFB-Specialty Printing Items and Related Supplies– Hidalgo County".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general

kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

15. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"Specialty Printed Items and Related Supplies - Hidalgo County"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

  Hidalgo County – Auditor's Office
  Ray Eufracio, County Auditor
  2812 S. Business 281
  Edinburg, Texas 78539
  (956)318-2511

16. Schedule of Events

Bid Opening, 9:30 AM	**November 04, 2009**
Award of Contract	_____, 2009
Commence Work or Deliver Products	_____, 2009

17. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings

or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

18. Ethical Standards:

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

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

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

19. Disclosure of Conflict of Interest

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with

Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

20. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

21. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

22. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

23. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. Any contract awarded to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County

reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

26. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

27. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY
"Specialty Printed Items and Related Supplies"
BID NO.: 2009-443-11-04-yzv

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S Business Highway 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"
HIDALGO COUNTY
"SPECIALTY PRINTED ITEMS AND RELATED SUPPLIES"
RFB Nº 2009-443-11-04-YZV

The Hidalgo County Purchasing Department is seeking bids from qualified vendors to provide all materials, supplies, equipment, tools, services and labor necessary on "Specialty Printed Items and Related Supplies".

Specifications:

Listed are minimum requirements and are intended to govern the general printing services, including all material necessary for a finished product

Vital Statistics Forms: Bidder(s) shall ensure that printing of all forms is in compliance with the instructions and requirements contained in Texas.....(See blue sticky)

Pricing: All pricing submitted shall be inclusive of all reproduction costs to produce a compete and ready to use product. No additional set-up fees, change fees, typesetting fees or delivery fees will be paid by Hidalgo County.

Samples/Demos/Proofs: When requested, samples/demos/proofs shall be furnished to the County at no additional cost.

Pick-up and Delivery Requirements: Successful bidder shall pick-up orders if requested and shall deliver all completed work to the addresses listed on the County Purchase order. Inside delivery locations will be stated on each Hidalgo County Purchase Order. Inside delivery shall be included in the bid price.

SECTION I – SHERIFF DEPARTMENT:

Description	Estimated Minimum Quantity
Inmate Trust Fund Receipt Books • Finished Size: 7 ¼" x 11" • Color Sequence: 3 part NCR white, canary, pink • Four Receipts to a page: 3 horizontal perforations • Pages per book:50 sheets (200 numerical receipts per books) • Imprint Colors: Black and Red for Numbers • Numbering: Four (4) numbers per page • Starting Number: **Nº 588101**	200

SECTION II – DISTRICT CLERK:

Description	Estimated Minimum Quantity
Minute Binder • Indestructo Binders • Injection molded covers of high impact, polystyrene • Heritage Recorder Metal • Swing-away hinge flap or angle tab (xer-cap) • Capacity 1 ¾" – 3" • 11 lines of lettering	750
Minute Paper • Byron Weston Xerographic (Bright White) • 100 % Cotton (Rag) • 8 ½" x 14" Paper • Rectangle Hole Punch • 500 Sheets per ream	2,000 Reams
#10 Envelopes • Item Size 4 ⅛" x 9 ½" • Description: 25% Cotton • Imprint Specifications/Process: Flat Print • Imprint Location: Front • Imprint colors: 2PMS Colors	70,000
#28 Catalog Envelopes White Stock – No Window • Item Size: 10" x 13 • Description:2500 Thermo Graphed • Imprint Specifications/ Process: Flat Print • Imprint Location: Front • Imprint Colors: 2PMS Colors	10,000
Letterhead Paper • Item Size 8 ½" x 11" • 25% Cotton • Imprint Specifications/Process: Flat Print/County Seal w/Foil • Imprint colors 2 PMS	20,000

SECTION III - COUNTY CLERK:

Description	Estimated Minimum Quantity
Booklet Envelopes • 9½" x 12" Booklet Envelopes • 28# White Stock • With or without peel and stick feature • Printed two (2) color • Special Window	6,000
Bound Books • ¾" Bound Books • Hand Sewn • Red Imitation Leather sides • Red leather Spine and corners • Printed 4 colors • 2 sides on special 100% Cotton archival Byron Weston Linen Ledger • 320 Sheets capability per book • Special Metal rim index in the front • Plain Hubs	2
Birth/Marriage Envelopes • Custom Design • Printed gold ink one side • White crushed marble stock • Finished Size : 4" x 9.5" closed after printing • Folded and glued	6,000
Marriage License/Certified Marriage License • Printed 1/1 color • 32# Custom Ledger that is archival and correct off white color for Marriage License • Certified are numbered front and back	3,000
Poly Envelopes for Wallet Cards • 2 ¾" x 4" • With a special archival poly that will not react chemically with the in k of the cards	3,000
Banknotes • Watermark • Security Fibers • Optically Dead Chemically Sensitive Security Paper • Paper Treated with laser Toner Retention	10,000 pages

• Engraved Intaglio Printing • Engraved Intaglio Latent Images "V" and R" • Engraved "Vital Record" Micro-print • State/City Departmental Name of Vital Record • State/City/Departmental Seals • "Void" Copy Background • Prismatic Print • Screened State/City/Departmental Seal • Erasure Sensitive Inks • Sequential Control Numbering & Barcoding	

TERMS AND CONDITIONS:

1. The initial term of the contract shall be for one (1) year and may 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 that all insurance documentation as per Exhibit "C" will be submitted to the Hidalgo County Purchasing Department on a timely manner.

4. Bid prices are to remain firm from BID AWARD DATE through the termination of the contract.

5. All costs and expenses associated with the preparation and submission of RFB's shall be the responsibility of the bidder and not the reimbursements for such charges or expenses shall be passed onto Hidalgo County.

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
   - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
   - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
   - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

Dollar Limit to Price Changes: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding the RFB's be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 S. Bus. Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**

ALL WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE OR VIA E-MAIL yolanda.velasquez@co.hidalgo.tx.us BY NO LATER THAN 5:00 P.M. on Wednesday, October 28, 2009, to (956) 318-2629. Responses to said questions will be sent to all participating vendors via facsimile or e-mail by **Friday, October 30, 2009**

EXHIBIT "B"
HIDALGO COUNTY
"SPECIALTY PRINTED ITEMS AND RELATED SUPPLIES"
BID NO: 2009-443-11-04-YZV
BID PAGE

SECTION I – SHERIFF DEPARTMENT:

Description	Estimated Minimum Quantity	Unit Price	Total Price
Inmate Trust Fund Receipt Books	200		

SECTION II – DISTRICT CLERK:

Description	Estimated Minimum Quantity	Unit Price	Total Price
Minute Binders	750		
Minute Paper	2,000 reams		
#10 Envelopes	70,000		
#28 Catalog Envelopes White Stock – No Window	10,000		
Letterhead Paper	20,000		

SECTION III - COUNTY CLERK:

Description	Estimated Minimum Quantity	Unit Price	Total Price
Booklet Envelopes	6,000		
Bound Books	2		
Birth/Marriage Envelopes	6,000		
Marriage License/Certified Marriage License	3,000		
Poly Envelopes for Wallet Cards	3,000		
Banknotes	10,000 pages		

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE Nº: _____ **FAX Nº:** _____

CELLULAR Nº: _____ **email:** _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

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

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for_____
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners= Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing
Department's Contract Managers in order to qualify for award of bid and to execute a contract
between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company=s obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )
dba Name:
Legal Name:
Mailing Address : Fax No. ( )
Physical Address:
City, State, Zip Tax I.D. No.
Remit to Address : City, State, Zip
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify State Identification No._____ (Please attached completed W-9 form with this application) Federal Identification No. or (if individual) SS No.
State of Incorporation: _____ Date:_____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) Small Business: Disadvantaged Business (At Least 51% Ownership) ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No
To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing): Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: %

(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:

Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:

Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

THE STATE OF TEXAS '

COUNTY OF HIDALGO '

SERVICE CONTRACT
C-09-443

THIS CONTRACT is made and entered into this____day of_____, 200 by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and_____. a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for A_____@ of _____ (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 locations at _____. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the

Specifications within **Hidalgo County** following a request for Services by the **Department Head, Commissioner, Sheriff or** his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning_____ and ending on_____ 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.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected

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

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company _____
_____
_____
_____

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 _____, 200___.

Approved by Commissioners= Court on, _____day of _____, 200___.

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:_____

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"
VENDOR'S BID

OPENED
9:51 am
11-04-09
Witnessed

EXHIBIT "B"
HIDALGO COUNTY
"SPECIALTY PRINTED ITEMS AND RELATED SUPPLIES"
BID NO: 2009-443-11-04-YZV
BID PAGE

SECTION I – SHERIFF DEPARTMENT:

Description	Estimated Minimum Quantity	Unit Price	Total Price
Inmate Trust Fund Receipt Books	200	5.41 ea	1082.00

SECTION II – DISTRICT CLERK:

Description	Estimated Minimum Quantity	Unit Price	Total Price
Minute Binders	750	58.00 ea	43,500.00
Minute Paper	2,000 reams	37.00 PPR	74,000.00
#10 Envelopes	70,000	64.70 m	4529.00
#28 Catalog Envelopes White Stock – No Window Thermo & plain per specs.	2500	245.20 m	613.00
Letterhead Paper	7500	149.50 m	1121.25
	20,000	143.25 m	2865.00

Thermography flat printed

SECTION III - COUNTY CLERK:

Description	Estimated Minimum Quantity	Unit Price	Total Price
* Booklet Envelopes	6,000	494.00 m	2964.00
		581.52 m	3489.00
Bound Books	2	479.00 ea	958.00
Birth/Marriage Envelopes	6,000	.33 ea	1980.00
Marriage License/Certified Marriage License	3,000	293.00 m	879.00
Poly Envelopes for Wallet Cards	3,000	180.00 m	540.00
Banknotes	10,000 pages	367.50 m	3675.00

w/o peel & seal
with peel & seal

BIDDER/COMPANY NAME: Scott-Merriman, Inc.

ADDRESS: 11212 Goodnight Ln #200

CITY/STATE/ZIP CODE: Dallas, TX 75229

PHONE №: 800.648.7022 FAX №: 972.484.8908

CELLULAR №: email: scott-merriman@sbcglobal.net

AUTHORIZED SIGNATURE: Jeff Biggs

PRINTED NAME: Jeff Biggs

TITLE: V.P.

* Booklet Envelopes - reg gum with peel & seal

50,000	126.54 m	6327.00
50,000	135.69 m	6784.50

EXHIBIT "C"
INSURANCE REQUIREMENTS

EXHIBIT "A-1"
(ADDENDUM #1)

PURCHASING DEPARTMENT
County Of Hidalgo

ADDENDUM NO. 1

October 30, 2009

HIDALGO COUNTY
"Specialty Printed Item s & Related Supplies"
RFB No. 2009-443-11-04-YZV

BID OPENING DATE: NOVEMBER 04, 2009 @ 9:30 a.m.

PLEASE NOTE THE FOLLOWING CHANGES:

1. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in its best interest to do so.

I, Jeff Biggs, acknowledge receipt of ADDENDUM NO. 1 dated, OCTOBER 30, 2009 RFB NO.:2009-443-11-04-YZV HIDALGO COUNTY "SPECIALTY PRINTED ITEMS A ND RELATED SUPPLIES".

Scott-Merriman, Inc.
Printed Proposer Name

10-30-09
Date

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR PACKET IN ORDER TO COMPLETE YOUR PROPOSED PACKET.

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

THE STATE OF TEXAS §

§

COUNTY OF HIDALGO §

SERVICE CONTRACT
C-09-443A-11-17

THIS CONTRACT is made and entered into this **17th** day of **November, 2009** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Curtis 1000 Inc.,** a **Texas Corporation**. ("Company").

WHEREAS, Company responded to advertised notices for bids for **"SPECIALITY PRINTED ITEMS AND RELATED SUPPLIES "** the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term

of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Commissioners' Court** or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one year beginning **November 17, 2009** and ending on **November 16, 2010.** Hidalgo County at its sole discretion elect the option to extend the contract for one (1) additional year at the same rates, terms and conditions and may further extend an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services 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 **Curtis 1000, Inc.**
P.O. Box 4547
McAllen, Texas 78502

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

15. 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 _____, 2009.

COUNTY OF HIDALGO

ATTEST:

By:_____
Rene A. Ramirez, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY:_____

By:_____

Printed Name:_____

Title:_____

APPROVED BY COMMISSIONES COURT:_____

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

By:_____
Stephen L. Crain

EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCURMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

October 26, 2009

RE: Hidalgo County
Request for Bids – Hidalgo County
"Specialty Printed Items and Related Supplies"
Bid Nº 2009-443-11-04-YZV

Dear Gentlemen:

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

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

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

Sincerely,

Martha L. Salazar, CPPB

Hidalgo County Purchasing Agent

MLS/yzv

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB) CHECKLIST

Hidalgo County
"Specialty Printed Items and Related Supplies"
Bid No: 2009-443-11-04-YZV

1. **Request For Bid Letter.**
2. **Request for Bid, Legal Notice, consisting of 8 pages.**
3. **Exhibit "A" Specifications consisting of 5 page.**
4. **Exhibit "B" Bid Page consisting of 1 page.**
5. **Exhibit "C" Insurance Requirements consisting of 4 pages.**
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 pages.**
7. **Vendor/Bidder Application and W-9 form consisting of 6 pages.**
8. **Draft Service Contract consisting of 6 pages.**
9. **Certification Regarding Debarment 1 pages.**

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

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB
Purchasing Agent

10/27/09
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Bid No: 2009-443-11-04	Buyer: Yolanda Z. Velasquez	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY DEPARTMENT "SPECIALTY PRINTING ITEMS AND RELATED SUPPLIES"

BID OPENING DATE

NOVEMBER 04, 2009

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy 281 Administration Building
Edinburg, Texas 78539
956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"Specialty Printing Items and Related Supplies-Hidalgo County"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2009-443-11-04-yzv-Specialty Printing Items and Related Supplies – Hidalgo County "**and in County's Purchasing Department, 2802 S Business Highway 281, Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, NOVEMBER 04, 2009. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR BIDS-2009-443-11-04-yzv-RFB-Specialty Printing Items and Related Supplies– Hidalgo County".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general

kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

15. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"Specialty Printed Items and Related Supplies - Hidalgo County"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

  Hidalgo County – Auditor's Office
  Ray Eufracio, County Auditor
  2812 S. Business 281
  Edinburg, Texas 78539
  (956)318-2511

16. Schedule of Events

Bid Opening, 9:30 AM	**November 04, 2009**
Award of Contract	_____, 2009
Commence Work or Deliver Products	_____, 2009

17. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings

or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

18. Ethical Standards:

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

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

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

19. Disclosure of Conflict of Interest

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with

Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

20. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

21. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

22. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

23. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. Any contract awarded to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County

reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

26. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

27. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY
"Specialty Printed Items and Related Supplies"
BID NO.: 2009-443-11-04-yzv

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S Business Highway 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"
HIDALGO COUNTY
"SPECIALTY PRINTED ITEMS AND RELATED SUPPLIES"
RFB Nº 2009-443-11-04-YZV

The Hidalgo County Purchasing Department is seeking bids from qualified vendors to provide all materials, supplies, equipment, tools, services and labor necessary on "Specialty Printed Items and Related Supplies".

Specifications:

Listed are minimum requirements and are intended to govern the general printing services, including all material necessary for a finished product

Vital Statistics Forms: Bidder(s) shall ensure that printing of all forms is in compliance with the instructions and requirements contained in Texas.....(See blue sticky)

Pricing: All pricing submitted shall be inclusive of all reproduction costs to produce a compete and ready to use product. No additional set-up fees, change fees, typesetting fees or delivery fees will be paid by Hidalgo County.

Samples/Demos/Proofs: When requested, samples/demos/proofs shall be furnished to the County at no additional cost.

Pick-up and Delivery Requirements: Successful bidder shall pick-up orders if requested and shall deliver all completed work to the addresses listed on the County Purchase order. Inside delivery locations will be stated on each Hidalgo County Purchase Order. Inside delivery shall be included in the bid price.

SECTION I – SHERIFF DEPARTMENT:

Description	Estimated Minimum Quantity
Inmate Trust Fund Receipt Books • Finished Size: 7 ¼" x 11" • Color Sequence: 3 part NCR white, canary, pink • Four Receipts to a page: 3 horizontal perforations • Pages per book:50 sheets (200 numerical receipts per books) • Imprint Colors: Black and Red for Numbers • Numbering: Four (4) numbers per page • Starting Number: **Nº 588101**	200

SECTION II – DISTRICT CLERK:

Description	Estimated Minimum Quantity
Minute Binder • Indestructo Binders • Injection molded covers of high impact, polystyrene • Heritage Recorder Metal • Swing-away hinge flap or angle tab (xer-cap) • Capacity 1 ¾" – 3" • 11 lines of lettering	750
Minute Paper • Byron Weston Xerographic (Bright White) • 100 % Cotton (Rag) • 8 ½" x 14" Paper • Rectangle Hole Punch • 500 Sheets per ream	2,000 Reams
#10 Envelopes • Item Size 4 ⅛" x 9 ½" • Description: 25% Cotton • Imprint Specifications/Process: Flat Print • Imprint Location: Front • Imprint colors: 2PMS Colors	70,000
#28 Catalog Envelopes White Stock – No Window • Item Size: 10" x 13 • Description:2500 Thermo Graphed • Imprint Specifications/ Process: Flat Print • Imprint Location: Front • Imprint Colors: 2PMS Colors	10,000
Letterhead Paper • Item Size 8 ½" x 11" • 25% Cotton • Imprint Specifications/Process: Flat Print/County Seal w/Foil • Imprint colors 2 PMS	20,000

SECTION III - COUNTY CLERK:

Description	Estimated Minimum Quantity
Booklet Envelopes • 9½" x 12" Booklet Envelopes • 28# White Stock • With or without peel and stick feature • Printed two (2) color • Special Window	6,000
Bound Books • ¾" Bound Books • Hand Sewn • Red Imitation Leather sides • Red leather Spine and corners • Printed 4 colors • 2 sides on special 100% Cotton archival Byron Weston Linen Ledger • 320 Sheets capability per book • Special Metal rim index in the front • Plain Hubs	2
Birth/Marriage Envelopes • Custom Design • Printed gold ink one side • White crushed marble stock • Finished Size : 4" x 9.5" closed after printing • Folded and glued	6,000
Marriage License/Certified Marriage License • Printed 1/1 color • 32# Custom Ledger that is archival and correct off white color for Marriage License • Certified are numbered front and back	3,000
Poly Envelopes for Wallet Cards • 2 ¾" x 4" • With a special archival poly that will not react chemically with the in k of the cards	3,000
Banknotes • Watermark • Security Fibers • Optically Dead Chemically Sensitive Security Paper • Paper Treated with laser Toner Retention	10,000 pages

• Engraved Intaglio Printing • Engraved Intaglio Latent Images "V" and R" • Engraved "Vital Record" Micro-print • State/City Departmental Name of Vital Record • State/City/Departmental Seals • "Void" Copy Background • Prismatic Print • Screened State/City/Departmental Seal • Erasure Sensitive Inks • Sequential Control Numbering & Barcoding	

TERMS AND CONDITIONS:

1. The initial term of the contract shall be for one (1) year and may 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 that all insurance documentation as per Exhibit "C" will be submitted to the Hidalgo County Purchasing Department on a timely manner.

4. Bid prices are to remain firm from BID AWARD DATE through the termination of the contract.

5. All costs and expenses associated with the preparation and submission of RFB's shall be the responsibility of the bidder and not the reimbursements for such charges or expenses shall be passed onto Hidalgo County.

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
   - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
   - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
   - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

Dollar Limit to Price Changes: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding the RFB's be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 S. Bus. Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**

ALL WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE OR VIA E-MAIL yolanda.velasquez@co.hidalgo.tx.us BY NO LATER THAN 5:00 P.M. on Wednesday, October 28, 2009, to (956) 318-2629. Responses to said questions will be sent to all participating vendors via facsimile or e-mail by **Friday, October 30, 2009**

EXHIBIT "B"
HIDALGO COUNTY
"SPECIALTY PRINTED ITEMS AND RELATED SUPPLIES"
BID NO: 2009-443-11-04-YZV
BID PAGE

SECTION I – SHERIFF DEPARTMENT:

Description	Estimated Minimum Quantity	Unit Price	Total Price
Inmate Trust Fund Receipt Books	200		

SECTION II – DISTRICT CLERK:

Description	Estimated Minimum Quantity	Unit Price	Total Price
Minute Binders	750		
Minute Paper	2,000 reams		
#10 Envelopes	70,000		
#28 Catalog Envelopes White Stock – No Window	10,000		
Letterhead Paper	20,000		

SECTION III - COUNTY CLERK:

Description	Estimated Minimum Quantity	Unit Price	Total Price
Booklet Envelopes	6,000		
Bound Books	2		
Birth/Marriage Envelopes	6,000		
Marriage License/Certified Marriage License	3,000		
Poly Envelopes for Wallet Cards	3,000		
Banknotes	10,000 pages		

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE Nº: _____ **FAX Nº:** _____

CELLULAR Nº: _____ **email:** _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

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

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					IRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PER ADV INJURY	$
					GEN'L AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE POLICY LIMIT	$
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for_____
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners= Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing
Department's Contract Managers in order to qualify for award of bid and to execute a contract
between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company=s obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )
dba Name:
Legal Name:
Mailing Address : Fax No. ( )
Physical Address:
City, State, Zip Tax I.D. No.
Remit to Address : City, State, Zip
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify State Identification No._____ (Please attached completed W-9 form with this application) Federal Identification No. or (if individual) SS No.
State of Incorporation: _____ Date:_____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) Small Business: Disadvantaged Business (At Least 51% Ownership) ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No
To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing): Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: %

(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:

Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:

Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ ___ ___ - ___ ___ - ___ ___ ___ ___

or

Employer identification number
___ ___ - ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

THE STATE OF TEXAS '

COUNTY OF HIDALGO '

SERVICE CONTRACT
C-09-443

THIS CONTRACT is made and entered into **this**____day of_____, **200** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and_____. a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for **A**_____@ of _____ (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 locations at _____. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the

Specifications within **Hidalgo County** following a request for Services by the **Department Head, Commissioner, Sheriff or** his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning_____ and ending on_____ 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.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected

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

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company _____
_____
_____
_____

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 _____, 200___.

Approved by Commissioners= Court on, _____day of _____, 200___.

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:_____

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"
VENDOR'S BID

EXHIBIT "B"
HIDALGO COUNTY
"SPECIALTY PRINTED ITEMS AND RELATED SUPPLIES"
BID NO: 2009-443-11-04-YZV
BID PAGE

SECTION I – SHERIFF DEPARTMENT:

Description	Estimated Minimum Quantity	Unit Price	Total Price
Inmate Trust Fund Receipt Books	200	7.13/EA	1426.00

SECTION II – DISTRICT CLERK:

Description	Estimated Minimum Quantity	Unit Price	Total Price
Minute Binders	750	No Bid	
Minute Paper	2,000 reams	No Bid	
#10 Envelopes	70,000	42.03/100	$2942.10
#28 Catalog Envelopes White Stock – No Window	10,000	106.01/1000	$1060.10
Letterhead Paper	20,000	118.60/1000	$2372.00

SECTION III - COUNTY CLERK:

Description	Estimated Minimum Quantity	Unit Price	Total Price
Booklet Envelopes	6,000	$209.43/1000	$1256.58
Bound Books	2	No Bid	
Birth/Marriage Envelopes	6,000	No Bid	
Marriage License/Certified Marriage License	3,000	No Bid	
Poly Envelopes for Wallet Cards	3,000	No Bid	
Banknotes	10,000 pages	No Bid	

OPENED
9:49 am
11-04-09
Witnessed

BIDDER/COMPANY NAME: Curtis 1000

ADDRESS: P.O. Box 4547

CITY/STATE/ZIP CODE: McAllen, TX 78502

PHONE №: 956-605-1309 **FAX №:** 956-631-1001

CELLULAR №: 956-605-1309 **email:** OZAPATA@CURTIS1000.COM

AUTHORIZED SIGNATURE:

PRINTED NAME: Oscar Zapata

TITLE: Sales Rep

EXHIBIT "C"
INSURANCE REQUIREMENTS

EXHIBIT "A-1"
(ADDENDUM #1)

PURCHASING DEPARTMENT
County Of Hidalgo

ADDENDUM NO. 1

October 30, 2009

HIDALGO COUNTY
"Specialty Printed Item s & Related Supplies"
RFB No. 2009-443-11-04-YZV

BID OPENING DATE: NOVEMBER 04, 2009 @ 9:30 a.m.

PLEASE NOTE THE FOLLOWING CHANGES:

1. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in its best interest to do so.

I, Oscar Zapata, acknowledge receipt of ADDENDUM NO. 1 dated, OCTOBER 30, 2009 RFB NO.:2009-443-11-04-YZV HIDALGO COUNTY "SPECIALTY PRINTED ITEMS A ND RELATED SUPPLIES".

Oscar Zapata
Printed Proposer Name

10-30-09
Date

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR PACKET IN ORDER TO COMPLETE YOUR PROPOSED PACKET.

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

AI-18515 **22.K.1.**

Hidalgo County Clerk's Office "Purchase of an Industrial Type Shredder"
CC REGULAR

Date:	11/17/2009
Submitted By:	Elena Gomez, PURCHASING DEPT.
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	County Clerk

Information

CAPTION

a. Requesting exemption from "Order" approved designating 9-15-09 as deadline for major purchases for the Hidalgo County Clerk's Office for the acquisition of office equipment with assurances from vendor that item will be delivered six (6) days after receipt of Purchase Order;

b. Requesting authority to purchase through Hidalgo County's membership and participation with TXMAS Contract # 2-539030 awarded vendor W.W. Grainger Inc. for One (1) Paper Shredder with Baler, Cross-cut Depth 135 In. with all necessary accessories for Hidalgo County Clerk's Office in the amount of $46,110.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1237-415-40-180-003-0-xxx

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

BUDGETARY IMPACT:

Available funds in the amount of $6,000.00 as of 11/13/09. Additional funds pending intradepartmental transfer in the amount of $50,000.00, refer to AI-18567.

Attachments

Link: memo of request

Link: quote

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/12/2009 01:12 PM	APRV
2	Budget & Management	Erika Zamora	11/12/2009 01:39 PM	APRV
3	Sylvia Solis	Sylvia Solis	11/13/2009 10:51 AM	APRV
4	Auditor's Office		11/13/2009 05:15 PM	NEW

Form Started By: Elena Gomez Started On: 11/10/2009 04:42 PM

Final Approval Date: 11/13/2009

ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

Memorandum

To: **Marty Salazar, Purchasing Director**

From: **Arturo Guajardo, Jr., Hidalgo County Clerk**

Date: **11/02/2009**

Subject: Purchase of an Industrial Type Shredder

The County Clerk's Office is requesting to purchase an Industrial Type Shredder. The shredder should be an extremely high performance conveyor belt document shredder, combined with a bailing press. It should include a keypad control for constant operation and reverse as well as automatic reverse in the event of a paper jam; also the shredding and pressing to be conducted simultaneously. The ideal specs for the shredder we are requesting should preferably be (but not restricted to) are as follows:

- **Item:** Paper Shredder with Baler combination
- **Type:** Cross-Cut
- **Security Level:** 3 or higher
- **Shred Size:** 1/4" X 2", 5/16" x 2", 3/8" x 2"
- **Shredding Capacity:** 450 to 650 sheets
- **Shredding Speed:** 40 to 60 feet per minute
- **Throat Size:** 19" to 21"

Thank you for your attention and assistance on this matter. If you have questions, please contact Armando Perez Jr. at 956 318-2100 ext. 6107.

P.O. Box 58 • Edinburg, Texas 78540 • 956-318-2100 • Fax 956-3182105
www.hidalgocountyclerk.us

GRAINGER

Quotation

WW GRAINGER INC
Roanoke TX
201 Freedom Dr.
Roanoke TX 76262-3320
Phone: (682) 831-4500
Fax: (682) 831-4545

Sold To
HIDALGO COUNTY COURT HOUS
100 EAST CANO
EDINBURG TX 78539-4548

Bill To
HIDALGO COUNTY COURT HOUS
PO BOX 1356
EDINBURG TX 78540-1356

Ship To
HIDALGO COUNTY COURT HOUS
100 EAST CANO
EDINBURG TX 78539-4548

Information

Grainger Quote Number	2009620405
Validity Start Date	11/10/2009
Validity End Date	12/31/2009
Document Print Date	11/10/2009
Previous Document Number	
Creation Date	11/10/2009
Grainger EIN Number	36-1150280
PO #	
PO Create Date	
PO Release #	
Customer Number	832426258
Department Number	
Project/Job Number	
Requisitioner Name	
Attention	
Caller	ELENA GOMEZ
Telephone Number	9563182646
Grainger Contact Name	Pat - XPAS001
Grainger Contact Phone	7535409
Grainger Contact Fax	8778799973
Page	1 / 2

Freight Forwarder

We will deliver according to the following terms and conditions:

Incoterms:	FOB ORIGIN
Freight Terms:	Prepaid
Carrier:	
Payment Terms:	Net 30 days after invoice date

Special Instructions: TXMAS Contract Number 2-539030

Item PO-Line	Material	Description	Quantity	Unit	Price	Total USD
10	3AEC9	Shredder w/Baler,Crscut,Depth 135 In	1.00	EA	46,110.00	46,110.00

Sub Total	46,110.00
Total Amount	$ 46,110.00

Please reference our Grainger Quote Number, your Grainger Customer Number, and method of payment when remitting payment.

These items are sold for domestic consumption in the United States. If exported, purchaser assumes full responsibility for compliance with US export controls.

GRAINGER

Quotation

WW GRAINGER INC
Roanoke TX
201 Freedom Dr.
Roanoke TX 76262-3320
Phone: (682) 831-4500
Fax: (682) 831-4545

Information	
Grainger Quote Number	2009620405
Creation Date	11/10/2009
Customer Number	832426258
Page	2 /2

Item PO-Line	Material	Description	Quantity	Unit	Price	Total USD

This transaction is subject to W.W. Grainger, Inc. sales terms and conditions. For a copy, please visit the website at www.grainger.com or refer to the current catalog.

Thank you for the opportunity to provide this quotation. Please note that all the prices are based on products and quantities quoted. Any changes to the products and/or quantities may result in different pricing. The non-catalog freight policy applies unless freight amount is listed above. Please contact your local Grainger branch if you have further questions or need to submit a new request.

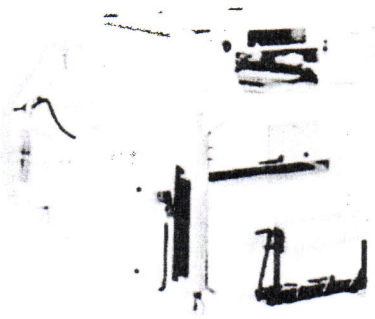
Item	Paper Shredder w/Baler
Type	Cross-Cut
Classification	Industrial
Security Level	3
Height (In.)	55 1/2
Width (In.)	45 1/2
Depth (In.)	135
Shredding Capacity (Sheets)	500 to 550
Shredded Strip Size (In.)	9/32 x 1 1/2 to 3 5/32
Entry Width	19 23/32
Shredding Speed (FPM)	42
Voltage @ 60 Hz	220
Phase	Three
Amperage Draw	50
Package Quantity	1

Shredder w/Baler, Crscut, Depth 135 In

Office Furniture & Supplies > Technology > Paper Shredders & Cutters

Paper Shredder w/Baler, Cross-Cut, Classification Industrial, Security Level 3, Height 55 1/2 In, Width 45 1/2 In, D Shredding Capacity 500 to 550 Sheets, Shredded Strip Size 9/32 x 1 1/2 to 3 5/32 In, Entry Width 19 23/32, Shrec FPM, 220 Voltage @ 60 Hz, Three Phase, Amperage Draw 50

Grainger Item #	3AEC9
Price (ea.)	**$53,000.00**
Brand	HSM OF AMERICA
Mfr. Model #	5088
Ship Qty.	1
Sell Qty. (Will-Call)	1
Ship Weight (lbs.)	3657.0
Usually Ships**	From mfr. w/in 6 bus. days
Catalog Page No.	N/A
Country of Origin	**Germany**



Enlarge Image

Qty.

Add to Order Add to Personal List

Price shown may not reflect your price. Sign in or register.

Tech Specs | Additional Information | Notes & Restrictions | MSDS | Required Accessories | Optional Accessories | Alternate Products

Item	Paper Shredder w/Baler
Type	Cross-Cut
Classification	Industrial
Security Level	3
Height (In.)	55 1/2
Width (In.)	45 1/2
Depth (In.)	135
Shredding Capacity (Sheets)	500 to 550
Shredded Strip Size (In.)	9/32 x 1 1/2 to 3 5/32
Entry Width	19 23/32
Shredding Speed (FPM)	42
Voltage @ 60 Hz	220
Phase	Three
Amperage Draw	50
Package Quantity	1

AI-18522 **22.K.2.**

Data Warehousing of Hidalgo County Commissioners Court Minutes
CC REGULAR

Date:	11/17/2009
Submitted By:	Olga Montero, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	County Clerk

Information

CAPTION

Presentation for approval of the final negotiated service contract with awarded vendor, PropertyInfo Corp.-Government Services Division., for "Data Warehousing of Hidalgo County Commissioners Court Minutes"-Hidalgo County Clerk's Office- RFP No. 2009-346-09-30.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1237-415-40-180-003-0-350

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

BUDGETARY IMPACT:

Funds in the amount of $6,000.00 available as of 11/13/09.

Attachments

Link: CONTRACT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/12/2009 12:36 PM	APRV
2	Budget & Management	Erika Zamora	11/12/2009 01:41 PM	APRV
3	Sylvia Solis	Sylvia Solis	11/13/2009 10:04 AM	APRV
4	Auditor's Office		11/13/2009 05:15 PM	NEW

Form Started By: Olga Montero Started On: 11/12/2009 08:56 AM

Final Approval Date: 11/13/2009

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-09-346-11-17

THIS CONTRACT is made and entered into this **17th** day of **November**, **2009** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **PropertyInfo Corporation, a Texas Corporation** ("Corporation").

WHEREAS, Corporation responded to advertised notices for proposal for **"DATA WAREHOUSING OF HIDALGO COUNTY COMMISSIONERS' COURT MINUTES"** (the "Services"); and

WHEREAS, Corporation submitted a proposal to provide services in accordance with the specifications as proposed, a copy of such specifications and proposal being attached hereto as Exhibits "A" and "B" ("Vendor's Proposal") respectively, and incorporated herein for all purposes (the "RFP"); and

WHEREAS, in recognition of and in consideration of Corporation's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the proposal to Corporation.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Corporation hereby agree that this Contract is entered into in order to provide the Services to Hidalgo County. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within Hidalgo County following a request for Services by the Elected Official or Department Head 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 **November 17, 2009** and ending on **November 17, 2012** and unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. Hidalgo County reserves the right to continue this proposal for an additional sixty days (60) day grace period at the end of the contract term for unforeseen delay in award of new proposal for next contract term, under the same rates, terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

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

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Corporation: **PropertyInfo Corporation**
5730 NW Parkway #100
San Antonio, Texas 78249

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to a successful 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 day's written notice prior to cancellation.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

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

days (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).

WITNESS our hands in duplicate originals this ____ day of _____, 2009.

COUNTY OF HIDALGO

By:_____
Rene A. Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COMPANY:

By:_____

Printed Name:_____

Title:_____

Date:_____

Approved on Commissioners Court:_____

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

By:_____
Stephen L. Crain, Attorney

EXHIBIT "A"
SPECIFICATIONS/REQUIREMENTS

EXHIBIT "A"
SCOPE OF SERVICES, REQUIREMENTS &
MAIN COMPONENTS

REQUEST FOR PROPOSAL

HIDALGO COUNTY CLERK'S OFFICE
"DATA WAREHOUSING OF HIDALGO COUNTY COMMISSIONERS COURT MINUTES"

RFP NO: 2009-346-09-30-otm

REQUEST FOR PROPOSAL

HIDALGO COUNTY CLERK'S OFFICE
"DATA WAREHOUSING OF HIDALGO COUNTY COMMISSIONERS COURT MINUTES"
RFP NO: 2009-346-09-30-otm

Overview:
Hidalgo County Clerk's Office is requesting proposals from qualified providers (hereafter called "vendor") for "Data Warehousing of Hidalgo County Commissioners Court Minutes" services. The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of **"Data Warehousing of Hidalgo County Commissioners Court Minutes"** as specified herein. Sealed proposals will be accepted until **9:30 A.M., Wednesday, September 30, 2009. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:
RFP Number: 2009-346-09-30-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, September 23, 2009, at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, September 25, 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 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 ***Three (3) Years***, with the County's option 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** (Main Components & 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, REQUIREMENTS & MAIN COMPONENTS

The purpose of this RFP is to obtain software and related services to maintain and support Commissioners' Court Minutes (CCM) and provide access to Minutes and related documentation to the public via the Internet. The Hidalgo County Clerk's Office is currently using an existing CCM package. The successful vendor will be responsible for retrieving and converting the legacy system CCM at no additional cost to Hidalgo County.

Hardware/Party Software

Hidalgo County will obtain the required hardware to support vendor software through its own source. Please provide specs for hardware required to support and operate vendor's proposed software.

Website:

1. Vendor must create a customized website. The Hidalgo County Clerk's Office will provide the vendor with content for the website, as well as web links to informational sources. Content can be viewed by visiting the current website at www.hidalgocountyclerk.us

2. Vendor must provide support and maintenance for the website.

3. Vendor must update website content within 24 hours, as requested by clerk's office. Please explain your procedure for receiving and processing client requests for website changes and updates.

Internet Data Warehouse and Publishing Services

1. Vendor must maintain copy of Minutes and related images at their data warehouse.

2. Vendor must provide method to update daily data warehouse with new minutes, related documentation or edits to historical records.

3. Vendor must publish Minutes and related documentation for public Internet access.

4. Vendor must provide data recovery services in the event clerk's copy is damaged or lost.

5. Vendor must provide public with an easy to use method to view and select minutes to review online by year and specific meeting date.

6. Vendor must provide a search feature to allow the public to quickly access information by entering keywords.

7. Vendor must support public researchers with ability to print minutes and related scanned images.

8. Vendor must provide the public clear contact information for helpdesk services.

General Requirements:

1. Must be designed with easy-to-use navigation.
2. User must be able to List Minutes and distinguish meeting dates, meeting types (regular, special, etc.), and whether a specific date includes Minutes only or Minutes and related document images (contracts, exhibits, etc.)
3. Must be Internet ready and allow users to view minutes online in real time.

Indexing/Scanning:

1. Software should eliminate the need to index minutes by making the text of the minutes searchable.
2. Software must be able to provide an option to rebuild indices or make changes.
3. Software must create a full-text catalog index of Minute Documents, providing searchable database of all the text in a document or set of documents throughout Minutes Library.
4. Software must support scanning of related documentation and linking of those images to related portion of minutes.
5. Software must support option to print Minute Documentation and related images.
6. Software must support option to produce microfilm.

Searching

1. Software must be bundled with Adobe Acrobat Program.
2. Software must support keyword searching for customer as well as the public.
3. Software should provide the user the ability to locate and highlight word or words submitted for searching and open corresponding minutes for review
4. Software must be able to narrow search parameters by topic and year.

Instruction

1. Vendor must provide a quick reference instruction manual in writing or via internet link.
2. Vendor must provide instruction that includes the full capability of the software.

Cost will include but are not limited to the following:

1. Commissioner Court Minutes Software:
Customer will provide the workstation to perform all CCM software related functions

2. Installation

3. Training

4. Monthly Maintenance/Support

5. Please list any possible out of scope services and costs

Website

1. Website Development and setup (Provide a new website design by existing or new vendor)

2. Content changes/updates

3. Cost for new functionality requests

Internet Data Warehouse Services:

1. Monthly Storage Costs

2. Helpdesk Service Costs

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, September 30, 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. **Understanding the Services/Methodology.** Company must state the approach and or methodology in achieving and rendering all services required by the County of Hidalgo. **25 points**

2. **Ability to commit to all Services Required.** Company should provide as much background information as to its experience in providing similar services to City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers. **30 points**

3. **Ease of Support System & 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 evaluate, diagnose and/or begin service immediately. **20 points**

4. **Cost Fees and Warranty.** 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 software price and services price per day/hour. **25 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.

EXHIBIT "B"
PAYMENT SCHEDULE

County of Hidalgo
Purchasing Department
2812 S. Business Highway 281
Edinburg, TX 78539

November 4, 2009

Attn: Olga T. Montero

Subject: RFP – 2009-346-09-30 otm "Data Warehousing of Hidalgo County Commissioners Court Minutes – Hidalgo County Clerk's Office"

Dear Ms. Montero:

PropertyInfo is pleased to have been ranked number 1 in your evaluation of the responses for the above captioned RFP and looks forward to working with the County to implement the solutions requested. PropertyInfo's goal is to include high quality solutions at competitive prices to our clients and to that end, we make our Best and Final Offer for the above captioned RFP:

Pricing:

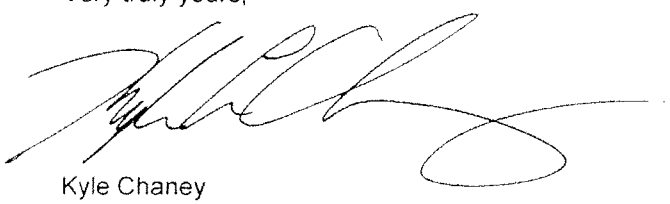
CCM Software: - zero – Hidalgo County has an existing license for the software
Software Installation – $2500 - WAIVED
Software Training – included
Monthly Maintenance/Support - $300.00

Website:
Development and setup - $5000
Content changes/updates – standard content changes and updates included

Internet Data Warehouse Services:
Monthly Storage Costs - $2100/mth
Helpdesk Service Costs - included

New functionality is priced on the work requested and documented in a "Statement of Work". PropertyInfo will evaluate effort level and determine a price based on resources necessary to fulfill the county's request using the following rate schedule: Developers @ $200/hr & QA staff @ $150/hr

Very truly yours,



Kyle Chaney

Vice President – Operations

PropertyInfo – Government Services

5730 NW Parkway Suite 100

San Antonio, TX 78249

EXHIBIT "C"
INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/10/2009

PRODUCER
John L. Wortham & Son, L.P.
2727 Allen Parkway
Houston, TX 77019

713-526-3366
www.worthaminsurance.com

INSURED
PropertyInfo Corp. - Government Services Division
5730 Northwest Parkway, Suite 100
San Antonio TX 78249

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Federal Insurance Company	20281
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/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		**GENERAL LIABILITY** ✓ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☑ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ✓ POLICY ☐ PRO-JECT ☐ LOC	35388591	12/31/2008	12/31/2009	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 $ 1,000,000 $ 10,000 $ 1,000,000 $ 10,000,000 $ Included
A		**AUTOMOBILE LIABILITY** ✓ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	73264868 (OS) 73264866 (VA)	12/31/2008	12/31/2009	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		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	$ $
A		**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N **(Mandatory in NH)** If yes, describe under SPECIAL PROVISIONS below	71654821	12/31/2008	12/31/2009	✓ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Products-comp/op Agg. Included In General Agg.
RE: PropertyInfo Corp. - Government Services Division, 5730 Northwest Parkway, San Antonio, TX 78249
General Liability and Automobile Liability Policies Include Hildago County As An Additional Insured When Required By Written Contract But Only With Respect To Liability Arising Out of Operations Performed By The Named Insured Or Premises Owned By Or Rented To You.

CERTIFICATE HOLDER

Hidalgo County
2812 S. Hwy Business 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

John L. Wortham & Son, L John L. Wortham & Son LP

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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.

CANCELLATION NOTICE

The CANCELLATION NOTICE on the CERTIFICATE OF INSURANCE is amended to include the following wording: The Insurance Companies may cancel the described policy(ies) by mailing or delivering ten (10) days written notice of cancellation to the Named Insured for: (1) Non Payment of premium of (2) any other circumstance permitted by state law or policy conditions.

ADDITIONAL INSURED DISCLAIMER

Coverage for Additional Insureds can vary significantly from policy to policy and thus Additional Insured status does not guarantee protection for all losses. Coverage is subject to actual policy terms and conditions.