AI-23244 **6.D.**

Claim of Christina Frias

CC REGULAR

Date:	10/05/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of Christina Frias

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/29/2010 02:25 PM	APRV
2	Auditor's Office	Linda Fong	10/01/2010 09:26 AM	APRV
3	Purchasing Department	Marty Salazar	10/01/2010 11:19 AM	APRV

Form Started By: Aida Alvarez — Started On: 09/29/2010 01:20 PM

Final Approval Date: 10/01/2010

AI-23262 **6.E.**

Claim of Omar Gutierrez

CC REGULAR

Date:	10/05/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of Omar Gutierrez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/29/2010 04:29 PM	APRV
2	Auditor's Office	Linda Fong	10/01/2010 09:26 AM	APRV
3	Purchasing Department	Marty Salazar	10/01/2010 11:21 AM	APRV

Form Started By: Aida Alvarez — Started On: 09/29/2010 04:05 PM

Final Approval Date: 10/01/2010

AI-23304 **6.F.**

C-3050-10-I; Reyes Cordova v. William Lang

CC REGULAR

Date:	10/05/2010
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Closed Session

Information

CAPTION

C-3050-10-I; Reyes Cordova v. William Lang

BACKGROUND

Temporary Injunction - (Constable Gallardo)

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/01/2010 02:39 PM	APRV
2	Auditor's Office		10/01/2010 05:24 PM	NEW
Form Started By: Monica Badillo			Started On: 10/01/2010 02:29 PM	
Final Approval Date: 10/01/2010				

AI-23245 **7.D.**

Claim of Christina Frias

CC REGULAR

Date:	10/05/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of Christina Frias

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/29/2010 02:25 PM	APRV
2	Auditor's Office	Linda Fong	10/01/2010 09:25 AM	APRV
3	Purchasing Department	Marty Salazar	10/01/2010 11:19 AM	APRV

Form Started By: Aida Alvarez — Started On: 09/29/2010 01:22 PM

Final Approval Date: 10/01/2010

AI-23263 **7.E.**

Claim of Omar Gutierrez

CC REGULAR

Date:	10/05/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of Omar Gutierrez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/29/2010 04:29 PM	APRV
2	Auditor's Office	Linda Fong	10/01/2010 09:25 AM	APRV
3	Purchasing Department	Marty Salazar	10/01/2010 11:21 AM	APRV

Form Started By: Aida Alvarez — Started On: 09/29/2010 04:06 PM

Final Approval Date: 10/01/2010

AI-23305 **7.F.**

C-3050-10-I; Reyes Cordova v. William Lang

CC REGULAR

Date:	10/05/2010
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Open Session

Information

CAPTION

C-3050-10-I; Reyes Cordova v. William Lang

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/01/2010 02:39 PM	APRV
2	Auditor's Office		10/01/2010 05:24 PM	NEW

Form Started By: Monica Badillo Started On: 10/01/2010 02:31 PM

Final Approval Date: 10/01/2010

AI-23249 **11.A.**

Data Cards Request

CC REGULAR

Date:	10/05/2010
Submitted By:	Myra Montoya, SHERIFF DEPT.
Submitted For:	Myra Montoya
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office
Sub-category:	Sheriff's Office

Information

CAPTION

Pursuant to Hidalgo County Cellular Telephone Policy (Contract: DIR-SDD-611), presentation for consideration, acceptance and approval of Cellular Phone Request Form (Data Cards Request). Data cards will be utilized for mobile data terminals. The cards are locked and can only be used for official purposes.

BACKGROUND

Sprint is offering a promotion to Hidalgo County Sheriff's Office which consist of no payment for the months of October 2010 through December 2010. Starting 2011 the fee for the data cards will be $47.99 per month.

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-421-00-280-001-0-532

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

BUDGETARY IMPACT:

Available balance as of 9-30-10 $81,565.06

Attachments

Link: Data Cards

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	09/30/2010 08:15 AM	APRV
2	Budget & Management	Sylvia Solis	09/30/2010 08:17 AM	APRV
3	Manuel Chapa	Manuel Chapa	09/30/2010 03:14 PM	APRV
4	Auditor's Office		10/01/2010 05:24 PM	NEW

Form Started By: Myra Montoya Started On: 09/29/2010 02:39 PM

Final Approval Date: 10/01/2010

WIRELESS DEVICE REQUEST FORM W.1.2

(1) Type of Request:

Wireless device: ☑ Data card ☐ Blackberry ☐ Other:_____

DATA CARDS, BLACKBERRY or OTHER (one form per individual)

(2) Requesting employee: Anacleto Martinez Employee ID#_____ Signature:_____

DEPARTMENT: Hidalgo County Sheriff's Office DEPT #: 280

Quantity: 70

Service: $ 0.00 /mo (x) 3 months = 0.00 Account: 0-1100-421-00-280-001-0-532

Service: $_____/mo (x) ____ months = 0.00 Account: -619/664

Requisition Total: 0.00 **Requisition Number:** N/A

(3) Elected Official/Department Head Authorization for Request:

Anacleto Martinez 09/29/2010

Signature Print Name Date

(4) Executive Office Authorization (Commissioner's Court Departments Only):

_____ _____ _____

Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐ **SPRINT UNLIMITED DATACARD PLAN -or-**

☐ **SPRINT BE1000 + DATAPLAN**

☐ **OTHER:** _____

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 01/21/2010

Sprint Together with Nextel

70 Units Data Link - Promo offer expires 10/15/10

Customer Information

Customer Name:	Hidalgo County Sheriffs Office
Financial Contact Name:	Lt Ozuna/Chief Martinez
Address:	711 El Cibolo Rd
City:	Edinburg
State:	TX
Zip:	78541
Financial Contact Phone:	956-457-4236
Email Address:	richard.ozuna@hidalgoso.org
Acct # (If applicable):	BAN 522183584

Sales Representative Information

Name & Title:	Robert Hahn - Public Sector Account Executive
Phone:	956-227-8642 robert.hahn@sprint.com
Address:	1300 N. 10th Street. Suite 420
	McAllen TX 78501

EFT/Contract Information

Financial Institution:	United Missouri Bank - 1008 Oak Street, Kansas City, MO 64106
ACH Coordinator:	Judy Sweeze - 816-860-3821
Routing Transit Number:	
Depositor Account Title:	Sprint PCS
Depositor Account Number:	9870994712
Remit To Address:	P.O. Box 219554, Kansas City, MO 64121
Vendor PO Address:	12524 Sunrise Valley Drive, Reston, VA 20186
Contract Vehicle & Number:	
Cage Code:	
DUNS #:	
Tax ID #:	
Doing Business As:	Sprint

Quote Date:	24-Sep-10	Contract Vehicle being utilized: DIR-SDD-611	Control # : 100924
Expiration Date:	15-Oct-10	Early Termination Fee: $0.00	(YYMMDDConsecutive#Initials)
		Upgrade Eligible: 12 Month/Flat Rate Price	

Handsets/Connection Cards

Qty.	Model	Flat Rate Price	Discount Price	Extended Item Price
70	Sierra U250 USB Aircards	$0.00	$0.00	$0.00
70	*Total*		*Subtotal for Equipment*	$0.00

Note: Hardware credit and promotions only apply per device with the purchase of an associated service plan

Rate Plans:

Qty.	Rate Plan	Discounted MRC	Extended Monthly Price
70	Sprint SHRA Data Link 5 GB Mobile Broadband Plan	$47.99	$3,359.30
		Subtotal Monthly Recurring Charges	$3,359.30
		Add 2.5% for Universal Funding Fee, E-911 and Wireless Number Portability	$117.58
		TOTAL MONTHLY RECURRING CHARGES	$3,476.88
		Estimated first full month of service plus equipment and other charges	$3,476.88
		Estimated Annual Investment (January_December 2011)	$41,722.56
		PROMO: 3 Months Free Service (Oct, Nov, Dec 2010)....Order must be placed by close of business 10/15/2010	$10,077.90
		This is not a bill or an invoice Average Cost/Unit	$47.99

Sprint
Together with NEXTEL

This Quick Quote Estimation Tool is intended to provide approximate cost information about Sprint products and services. Additional taxes, fees and other charges may apply. Offers are subject to change at any time. Other conditions may apply. Some services may be provided and billed through third parties. Pricing and promotions may have expiration dates, limited availability and term requirements. PLEASE NOTE THAT ANY PROMOTIONAL DISCOUNTS BASED ON A TERM COMMITMENT THAT APPLY TO THE PURCHASE OF SPRINT PCS DEVICES IS A FORWARD DISCOUNT. SHOULD YOUR AGENCY CANCEL AT ANY TIME (PRIOR TO THE END OF THE CONTRACT TERM) FOR CONVENIENCE, YOUR AGENCY WILL BE RESPONSIBLE TO PAY BACK THE FORWARD DISCOUNT ABOVE ON EACH SPRINT PCS DEVICE PURCHASED. See Terms & Conditions page, your Sprint Nextel representative or visit www.sprint.com for more information.

Sprint Proprietary Information

AI-23288 **11.B.**

TBSC Operation Linebacker Grant (1284) - Grant period Extension.

CC REGULAR

Date:	10/05/2010
Submitted By:	Emilia Uriegas, SHERIFF DEPT.
Submitted For:	Anacleto Martinez
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office

Information

CAPTION

Approval to accept the grant extension for the Texas Border Sheriff's Coalition (TBSC) Operation Linebacker grant with new ending date of September 30, 2011.

BACKGROUND

Grant extension was awarded by the U.S. Department of Justice, Office of Justice Programs, for Award No. 2009-D1-BX-0141.

The original acceptance of the grant was approved by Commissioners' Court on 12/22/09 (AI-19067).

Prior grant period was 07/01/09 to 09/30/10.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1284-421-00-280-038-1-XXX

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

BUDGETARY IMPACT:

No Budgetary Impact. Grant period Extension.
Before--> July 1, 2009 thru Sept. 30,2010
New-----> July 1, 2009 thru Sept. 30,2011

Attachments

Link: TBSC.extension.notice

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Pat Medina	Pat Medina	09/30/2010 03:44 PM	APRV
2	Budget & Management	Sylvia Solis	09/30/2010 03:48 PM	APRV
3	Manuel Chapa	Manuel Chapa	10/01/2010 08:06 AM	APRV
4	Auditor's Office		10/01/2010 05:24 PM	NEW

Form Started By: Emilia Uriegas — Started On: 09/30/2010 03:16 PM

Final Approval Date: 10/01/2010

All Active

Change Requested

Approved

Denied

Draft

Create Grant Adjustment

Help/Frequently Asked Questions

Change Project Period GAN

US DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

GRANT ADJUSTMENT NOTICE

Grantee Information

Grantee Name:	Texas Border Sheriff's Coalition	**Project Period:**	07/01/2009 - 09/30/2011	**GAN Number:**	003
Grantee Address:	P.O. Box 221546 El Paso, 79913	**Program Office:**	BJA	**Date:**	08/30/2010
Grantee DUNS Number:	99-999-9999	**Grant Manager:**	Carrie Booth		
Grantee EIN:	20-3789689	**Application Number(s):**	2009-H2957-TX-D1		
Vendor #:	203789689	**Award Number:**	2009-D1-BX-0141		
Project Title:	Operation Linebacker	**Award Amount:**	$4,500,000.00		

Change Project Period

Current Grant Period:	Month: 24 Day: 29	**New Grant Period:**	Month: 26 Day: 29
Project Start Date:	07/01/2009	***New Project Start Date:**	07/01/2009
Project End Date:	09/30/2010	***New Project End Date:**	09/30/2011

***Required Justification for Change Project Period:**

Late funding availability required each participating sheriff's office to adjust the timing of their supplemental Operation Linebacker implementation. The scope of the program has not changed, but an extension of

Attachments:

Filename:	User:	Timestamp:	Action:
Extension Request Letter.pdf	texasbsc	08/25/2010 7:30 AM	Delete Attachment

Actions:

Close

Printer Friendly Version

Audit Trail:

Description:	Role:	User:	Timestamp:	Note:
Approved-Final	OCFMD - Financial Analyst	SYSTEM_USER	08/30/2010 12:00 PM	View Note
Submitted	PO - Grant Manager	texasbsc	08/25/2010 7:32 AM	View Note
Draft	EXTERNAL - External User	texasbsc	08/25/2010 7:31 AM	View Note
Draft	EXTERNAL - External User	texasbsc	08/06/2010 8:59 AM	View Note
Draft	EXTERNAL - External User	texasbsc	08/06/2010 8:34 AM	View Note
Draft	EXTERNAL - External User	texasbsc	08/06/2010 8:33 AM	View Note
Draft	EXTERNAL - External User	texasbsc	08/06/2010 8:31 AM	View Note

AI-23300 **12.B.**

UPL - 4th Qtr.

CC REGULAR

Date:	10/05/2010
Submitted By:	Sergio Cruz, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Health & Human Services Dept.

Information

CAPTION

Discussion, consideration and approval to transfer $2,125,000.00 to the County of Hidalgo Medicaid Supplemental Program Escrow Account for Indigent Health care expenditures for the 4th Quarter of Fiscal Year 2010.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-444-00-240-004-0-843

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

BUDGETARY IMPACT:

Available account balance as of 10-1-10 $4,248,408.91

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/01/2010 01:42 PM	APRV
2	Manuel Chapa	Manuel Chapa	10/01/2010 02:22 PM	APRV
3	Auditor's Office		10/01/2010 05:24 PM	NEW

Form Started By: Sergio Cruz Started On: 10/01/2010 01:25 PM

Final Approval Date: 10/01/2010

AI-23228 **13.A.**

4-H Week Proclomation

CC REGULAR

Date:	10/05/2010
Submitted By:	Nora Linda Cruz, TX. AGRILIFE EXT. SERVICES
Submitted For:	Barbara Storz
Department:	TX. AGRILIFE EXT. SERVICES
Agenda Category:	Texas Cooperative Extension

Information

CAPTION

Approval of Proclamation declaring October 3-9, 2010 - National 4-H Week

BACKGROUND

Note:

Requires Judge Ramirez to read last paragraph and sign the original proclamation that 4-H members will hand to him.

Fiscal Impact

Attachments

Link: proclamation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/01/2010 03:02 PM	APRV
2	Sylvia Solis	Sylvia Solis	10/01/2010 04:25 PM	APRV
3	Auditor's Office		10/01/2010 05:24 PM	NEW
Form Started By: Nora Linda Cruz			Started On: 09/28/2010 02:28 PM	
Final Approval Date: 10/01/2010				

PROCLAMATION

WHEREAS, 4-H is a community where young people learn leadership, citizenship and life skills; and,

WHEREAS, 4-H is one of the largest youth development organizations in Texas, with nearly 65,000 youth as enrolled members in community clubs across Texas; and,

WHEREAS, 4-H in Texas claims over 850,000 Texas youth get involved in 4-H through special educational opportunities at school, in after school programs, or at neighborhood or youth centers. While youth participation in Hidalgo County's 4-H program is over 640 members in community clubs, we have a total of 30,000 reached through schools and other after school programs. In addition Hidalgo County has over 400 adult volunteers that help with the program; and,

WHEREAS, 4-H as part of the Texas AgriLife Extension service is a program where youth learn together in all kinds of projects, events and activities; and,

WHEREAS, 4-H has been helping youth and adults learn, grow and work together for 103 years in Texas;

NOW, THEREFORE, I Rene Ramirez, County Judge of Hidalgo, do hereby proclaim October 3-9, 2010 as National 4-H Week in Hidalgo County and urge the people to take advantage of the opportunity to become more aware of this special program which gives youth the chance to learn together and on their own as part of Hidalgo County 4-H and to join us in recognizing the unique partnership between our county and the Texas A&M University System.

_____

Rene Ramirez
Hidalgo County Judge

_____

Date

AI-23258 **14.A.**

Equipment purchase - Alton Fire Department
CC REGULAR

Date: 10/05/2010
Submitted By: Estella Webber, URBAN COUNTY
Submitted For: Monica Leal
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

Urban County Program on behalf of the City of Alton, is requesting authority to purchase Fire Station Equipment (wild land fire fighting bunker gear) for the Alton Volunteer Fire Department. Purchase will be made from Daco (contract # FS12-09) an approved vendor through Hidalgo County's membership and participation with HGAC. The total amount of the wild land bunker gear is $39,873.00 which includes shipping fees (quote attached) for the City of Alton Fire Department, utilizing FY's 20, 22, and 23 (2007, 2009, and 2010) Fire Station/Equipment line item.

BACKGROUND

The Fire Station/Equipment (wild land fire fighting bunker gear) purchased will be utilized by the Alton Volunteer Fire Department.

Vendor:	Daco
Purchase Amount:	$39,873.00
Funds Available:	$80,712.51 FY's 20 (2007), 22 (2009) and 23 (2010) Fire Station/ Equipment

Fiscal Impact

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

BUDGETARY IMPACT:

Urban County will utilize Year 20 (2007), Year 22 (2009) and Year 23 (2010) Fire Station/Equipment funds for the purchase of wild land fire fighting bunker gear for the Alton Volunteer Fire Department.

Attachments

Link: Alton-Fire Department

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/30/2010 08:15 AM	APRV
2	Perla Lopez	Perla Lopez	09/30/2010 09:15 AM	APRV

3	Auditor's Office	10/01/2010 05:24 PM	NEW
Form Started By: Estella Webber		Started On: 09/29/2010 03:30 PM	
Final Approval Date: 10/01/2010			

COUNTY OF HIDALGO - URBAN COUNTY PROGRAM

Price Proposal Form

Price Proposal Form must be submitted to Urban County for pre-approval prior to the purchase. Use additional forms as needed.

Name of Cooperative: HGAC **Person Contacted:** Steve Davis

Vendor Name: DACO **Contract No. :** FS12-09 **Phone:** 806-763-0808

Quantity	Description of Items	Price per Unit	Total Amount
18	Janesville V force Custom Coat	$1,133.00	$20,394.00
18	Janesville V force Custom Pants	$653.00	$11,754.00
40	Thorogood Hellfire boots Rubber 807-6000	$97.00	$3,880.00
40	Shelby Firefighting Gloves	$61.25	$2,450.00
20	Nomex hoods white in color	$25.45	$509.00
4	Bullard Traditional Helmets Yellow in	$165.00	$660.00
1	Shipping and handling for all items listed		$226.00

TOTAL:	$39,873.00

Recommendation:

Requested by: Steve Peña Date 9/23/10 **UCP Approval:** Date Sept. 24, 2010

RECEIVED SEP 24 2010

REVSED JUNE 2009

DACO FIRE EQUIPMENT

201 AVENUE R • P.O. BOX 5006 • LUBBOCK, TEXAS 79408 • PHONE 806-763-0808 • FAX 806-763-9151

Quotation Quotation Quotation

TO: Fire Chief Saldivar
DATE: 08/20/2010
PHONE: 956 432 0740

ATTENTION: Fire Chief
SUBJECT: Bunker Gear Proposal
FAX:

We are pleased to quote you the following, in response to your inquiry of:

Janesville V force Custom Coat	1133.00 Per Coat X 18	=	20,394.00
Janesville V force Custom Pants	653.00 Per Pant X 18	=	11,754.00
Thorogood Hellfire Boots Rubber 807-6000	97.00 Per Set X 40	=	3,880.00
Shelby Firefighting Gloves	61.25 Per Set X 40	=	2,450.00
Nomex hoods White in color	20 Each unit X 25.45	=	509.00
Nomex hoods White in color	20 Each unit X 00.00	=	00.00
Bullard Traditional Helmets Yellow In Color	4 Each Unit X 165.00	=	660.00
Shipping and handling for all Items Listed			226.00

Total Cost to Alton Fire Department $39,873.00

Thorogood Hellfire Leather Boots 804-6369...OPTION OPTION ..... 235.00 Per Set X 20 = 4,700.00

RECEIVED
AUG 24 2010

AI-23255 **14.B.**

San Juan Public Library project

CC REGULAR

Date:	10/05/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Candace Armenta
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The City of San Juan requests approval from Hidalgo County Commissioner's Court to reject all bids submitted and re-advertise for the UCP YR 22 (2009) City of San Juan Public Facilities Improvements project consisting of the construction of the San Juan Public Library.

BACKGROUND

Upon determination made by the San Juan City Council and their architectural firm, V·A Architecture, the project will be re-advertised due to the construction bids received being higher than the projected cost estimate of construction.

Fiscal Impact

FISCAL YEAR:

ACCT. #: Urban County Funds

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Urban County funds will be utilized for this project.

Attachments

Link: San Juan Public Library

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/29/2010 04:29 PM	APRV
2	Perla Lopez	Perla Lopez	09/30/2010 08:48 AM	APRV
3	Auditor's Office		10/01/2010 05:24 PM	NEW

Form Started By: Estella Webber — Started On: 09/29/2010 03:12 PM

Final Approval Date: 10/01/2010

Mayor: Pedro Contreras
Mayor Pro-Tem: Lupe Rodríguez
Commissioners: Robert (Bob) Garza
Armando Garza, Jr.
Eddie Suarez

City of SAN JUAN

September 28, 2010

Candace J Armenta
Program Coordinator
Hidalgo County Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

RE: Library Project

Dear Ms. Armenta:

This is to formally convey to you, as I had alerted you via e-mail, that the City Commission of the City of San Juan, at their regular meeting of September 14, 2010, opted to reject **all** bids submitted on the San Juan Library project due to all bids coming in over the Architect's estimate for construction. Please note that the City is anxious to proceed with the re-bid process for this project.

Should you have any questions, you may call me at (956)223-2206. I will be glad to assist you.

Sincerely,

Juan J. Rodriguez
City Manager

709 S. Nebraska Ave., San Juan, Texas 78589 • Phone: (956) 702-6400 • Fax: (956) 787-5978

V·A Architecture

September 29, 2010

J.J. Rodríguez, City Manager
City of San Juan
709 S. Nebraska
San Juan, Texas 78539

RE: "San Juan Public Facility Improvements" – San Juan Public Library
5009-75-0300-5000-7500-UCP-CJA

Mr Rodríguez:

Pursuant to review of bids received on September 8, 2010, Vela's LLC is the lowest responsible bidder; however, since this bid was over the City of San Juan's budget, it is our recommendation that the bids be rejected and that the Project be advertised and bid again.

Should you have any questions, please phone our office.

Sincerely,

Tomás René Canul

cc: Martha L. Salazar, Hidalgo County Purchasing Agent
Candace J. Armenta, Program Coordinator I, Urban County Program

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

AI-23267 **14.C.**

Fire Hydrants purchase - City of Edcouch

CC REGULAR

Date:	10/05/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Lupita Garcia
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Urban County Program on behalf of Hidalgo County Precinct No. 1 is requesting authority to purchase Fire Hydrants for the City of Edcouch through Hidalgo County's membership and participation with TXMAS, approved vendor Grainger, Inc. (contract #TXMAS #2-539030) in the amount of $29,261.70 (quote attached hereto). Hidalgo County Precinct No. 1 UCP Years 20, 21 & 22- 2007-2008- 2009) Water/Sewer Improvements funds will be utilized.

BACKGROUND

Grainger, Inc. is an approved vendor through the TXMAS, Contract # TXMAS #2-539030. Delivery is expected within 30 days from receipt of purchase order.

Vendor:	Grainger, Inc.
Items to be purchased:	13 Fire Hydrants
Purchase Amount:	$ 29,261.70
Funds Available:	$30,723.30 Year 20 (2007) $18,880.81 Year 21 (2008) $ 3,155.41 & Year 22 (2009) $8,687.08 Pct. No. 1 (Edcouch) Water/Sewer Imp.

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County will utilize Year 20 (2007), Year 21 (2008) and Year 22 (2009) Water/Sewer Improvements funds for the purchase of Fire Hydrants for the City of Edcouch.

Attachments

Link: Hydrants

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/30/2010 08:15 AM	APRV
2	Perla Lopez	Perla Lopez	09/30/2010 09:53 AM	APRV

3	Auditor's Office	10/01/2010 05:24 PM	NEW
Form Started By: Estella Webber		Started On: 09/29/2010 04:18 PM	
Final Approval Date: 10/01/2010			

COUNTY OF HIDALGO - URBAN COUNTY PROGRAM

Price Proposal Form

Price Proposal Form must be submitted to Urban County for pre-approval prior to the purchase. Use additional forms as needed.

Name of Cooperative: TXMAS **Person Contacted:** Pat Santor

VENDOR #1 **Name:** Grainger, Inc. **Contract No. :** TXMAS #2-539030 **Phone:** 1-888-838-1933

Quantity	Description of Items	Price per Unit	Total Amount
13	Super Centinurion 250 Mueller Fire Hydrants	$2,250.90	$29,261.70
		TOTAL:	$ 29,261.70

Name of Cooperative: _____ **Person Contacted:** _____

VENDOR #2 **Name:** _____ **Contract No. :** _____ **Phone:** _____

Quantity	Description of Items	Price per Unit	Total Amount
		TOTAL:	$

Name of Cooperative: _____ **Person Contacted:** _____

VENDOR #3 **Name:** _____ **Contract No. :** _____ **Phone:** _____

Quantity	Description of Items	Price per Unit	Total Amount
		TOTAL:	$

Recommendation: Requesting to purchase 13 fire hydrants utilizing Precinct No. 1 (Edcouch) funds under water/sewer Imp. (07-09)

Requested by: PR Avila, City Manager Date 9-28-2010 **UCP Approval:** Date 9/30/10

GRAINGER
FOR THE ONES WHO GET IT DONE

Customer Quote

Grainger Account Number	849484928
Grainger Quote Number	2011544812
Customer Job Number	
Date	9/28/2010
Grainger Representative	Pat Santore
Phone number	
Fax Number	
Email	
Grainger Tax ID	36-1150280
TXMAS Contract #	2-539030 --

To : P.R. Avila

CITY OF EDCOUCH
201 SOUTHERN
EDCOUCH TX 78538-0000

Item #	Description Country of Origin	Mfr Name	Model #	Catalog Page	Catalog Price	Qty	Quote Price	Extended Price	Quote Strt Date	Quote Exp Date
1	Super Centurion 250 Fire Hydrant 539030 Fire Hydrant, Specs: A423 5-1/5" VO HYD 4-0 B 6MJ NST AAW Approved, Open to the left S	Mueller Water Prod.	A423 5-1/4"			13	$2,250.90	$29,261.70	9/28/2010	11/30/2010

Country of Origin: USA

TOTAL: $29,261.70

Lead Time : 10 Business Days
Terms of Freight : AS APPLICABLE * NO FREIGHT CHARGE *
Terms of Payment : Cash, Check, Credit Card at time of order, NET 30 days to firms with established credit.
All orders are subject to final approval by our credit dept.

Grainger is providing you with country of origin information so that you may determine compliance with any applicable requirements under the ARRA, (Pub. L. No. 111-5), Sections 1512 and 1605 and the applicable regulations. Grainger will fulfill your order based on your assessment and determination.

THANK YOU!
Visit us at grainger.com
Grainger reserves the right to change prices in its sole discretion
See sales terms and conditions in the grainger catalog

© 2003 w.w.grainger, inc.

Take full advantage of your TXMAS Contract (#2-539030)

Target: State, Higher Ed & Local Government Agencies that participate in the Office of the Comptroller's Cooperative Purchasing Program

Effective: 12/01/05 – 11/30/10 includes the 3 - one year renewal options

WSCA – Western States Contracting Alliance (one of the nation's largest government purchasing cooperatives) awarded Grainger a competitively bid contract # 7066 that is designed to save participating members time and money.

Competitively Bid Contract:

- 29 Competitors Responded
- Grainger was unanimously awarded the contract based off Best Value & Lowest Price
- Top Selling 741 items across the country represented the market basket of the bid. Grainger's bid represented a 27.7% savings from the previous contract
- TXMAS contract is developed based on WSCA pricing

Texas State Statute:

2155.504. USE OF SCHEDULE BY GOVERNMENTAL ENTITIES.
A state agency or local government may purchase goods or services directly from a vendor under a contract listed on a schedule developed under this subchapter. A purchase authorized by this ***section satisfies any requirement of state law relating to competitive bids*** or proposals and satisfies any applicable requirements of Chapter 2157.

http://tlo2.tlc.state.tx.us/statutes/docs/GV/content/htm/gv.010.00.002155.00.htm#2155.001.00

Contract Details: Designed to position Grainger as the Primary Source for your Maintenance, Repair and Operating Supplies

- Improves productivity and efficiency
  1. Eliminates ALL Bidding per TX Statute –2155.504
     - Unlimited Order Size
     - No Order Minimums
  2. Catalog wide Contract for all product Categories
  3. Vendor Consolidation creates a "One Stop Shop"
  4. Decreases procurement costs by minimizing the number of PO'S issued
  5. Prepaid Freight
- Enjoy Services & Benefits
  - Energy/Lighting Audits, Product Application Training, Safety Seminars & Consulting Services
  - Local Stocking & Inventory Management Solutions
  - 24/7 online access via grainger.com
  - Grainger Sourcing Services – We manage your special order needs from start to finish

Category Discount Structure

Motors & Power Transmission	28% off Grainger each price
Electrical	10% off Grainger each price
Lighting	10-88% off Grainger each price
Tools, Test Instruments & Outdoor Equipment	10-34% off Grainger each price
Metalworking & Shop Supplies	10% off Grainger each price
Cleaning & Painting Equipment and Supplies	10-20% off Grainger each price
Material Handling Products	10% off Grainger each price
Safety & Security	10-20% off Grainger each price
Fluid Power	10% off Grainger each price
Pumps & Plumbing	10% off Grainger each price
HVAC & Filtration Products	10-50% off Grainger each price

Burgoon Company TXMAS Contract (#2-539030-1)

Burgoon Credentials:
HUB: Historically Underutilized Business
HUBZone: Historically Underutilized Business Zone certification
WBE: Woman Owned Business
DBE: Disadvantaged Business Enterprise
SDB: Socially Disadvantaged Business

In 1999 Grainger entered into a HUBZONE Protégé Relationship with the Galveston based Burgoon Company. The purpose of the Hub Protégé Relationship is to provide professional guidance and support to the protégé to facilitate their growth and development. This relationship also assists State of Texas Agencies to meet their HUB (Historically Underutilized Business) goals.

Contract Benefits & Details: Designed to help you meet and exceed your HUB requirements and improve your productivity and efficiency

- Receive the same Grainger pricing and service you've grown accustomed to
- Leverage a TXMAS contract by purchasing the SAME products at the SAME price as Grainger's TXMAS contract
- Highly reputable and nationally recognized as a consistent high performing HUB

If Validation is needed please call:
Richard K. San Jose
TXMAS Program Coordinator
Texas Comptroller of Public accounts
Phone: 512.463.3421 **Email:** richard.sanjose@cpa.state.tx.us

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GRAINGER
FOR THE ONES WHO GET IT DONE

Services

- Services
- eCommerce Solutions
- Emergency Services
- Inventory Solutions
- Product Services
- Products Beyond the Catalog
- Safety Services

TXMAS *Take Full Advantage of Your TXMAS Contract (#2-539030)*

Contract Information | Services & Benefits | How Do I Get Started?

In order to view the TMXAS 2-539030 contract pricing, you must be registered and logged in to grainger.com.

Contract Information

ANNOUNCMENT: TXMAS 2-539030 is under a new contract. Discounts and benefits available!

Welcome to the TXMAS Contract overview page. The TXMAS contract offers all State of Texas agencies and the State's Cooperative Purchasing Program members the ability to purchase from Grainger. Texas makes this store available for the duration of Grainger's award under TXMAS Contract 2-539030. Under the contract the purchase price of all items includes delivery to a Texas address and Net 30 terms.

Contract Number: # TXMAS 2-539030
Effective: 12/01/2006-11/30/2010 (Renewals Included)

The TXMAS contract offers all State of Texas agencies considerable discounts and benefits. View the discounts on your Grainger/TXMAS contract.

Spend your HUB dollars with Grainger's HUB protegee, the Burgoon Company. Click here for more information. Contract TXMAS 2-539030, phone 800-287-4666, fax 800-724-0267, or nevans@burgooncompany.com.

Helpful Product Lists

- **TDCJ Employees:** View items that are being purchased by you across the State via Grainger/Burgoon.
- **TXDOT Employees:** View items that are being purchased by you across the State via Grainger/Burgoon.
- **HHS Employees:** View items that are being purchased by you across the State via Grainger/Burgoon.

Services & Benefits

Take advantage of these Grainger Services to help reduce costs, minimize vendors and improve efficiencies:

- Thousands of OEM repair parts
- One-stop purchasing
- Local stocking
- Inventory management solutions
- Inventory reduction
- Sourcing of hard-to-find products
- Emergency response trailers

Enjoy these benefits with Grainger:

- No minimum order limits
- Consistent and competitive pricing
- On-hand inventory reduction
- Reduction in need for bidding
- CPA TXMAS Overview
- No Bidding Required per Texas Statute 2155.504

Grainger Sourcing Services

CONTACT INFORMATION

For questions about TXMAS:

Richard San Jose
Purchasing Operations & Customer Service
Phone: 512-463-3421

Get more information on your TXMAS contract or State Emergency Contingency Contract.

For questions about Grainger:

Tim Sweat
Government Sales Manager
Phone: 214-274-2331
Fax: 214-614-4666
tim.sweat @grainger.com

Locate your nearest Grainger Branch

Other Important Grainger Phone Numbers:

Grainger Online Customer Care
888-361-8649
24 hours a day, 7 days a week

Sourcing Services
Contact your local Grainger representative or local branch

Technical Assistance
Contact your local branch

Grainger 24-Hour Emergency Services
800-225-5994

Repair Parts
Call your local branch

HRSA Products

- Critical Benchmark Items
- Support Items

Grainger Exclusive Brands: Available Under the WSCA Contract

> Learn more

Dayton
Motors, Pumps & More

WESTWARD
Hand Tools & Storage

Air Handler
Air Filtration

SPEEDAIRE
Compressors & Pneumatics

TOUGH GUY
Cleaning Supplies

Condor
Personal Protection

Industrial Products. Quality Brands. Exclusively from Grainger.

We manage your special order needs from start to finish:

- Direct access to millions of items from thousands of Grainger's suppliers
- Quotation and order processing
- Drop-ship direct from our supplier to your business
- Order tracking and expediting
- Billing on your existing Grainger account

Find out more about Grainger's valuable Services and Resources to help you get your job done.

How Do I Get Started?

Contact your tim.sweat@grainger.com for eligibility information.

When you set up your first buy, your State Agency Code is required. You must supply the Grainger office your State Agency code and it will be recorded for future ordering on your Grainger Account.

Are you currently registered online?
If so, simply Log In using your user ID and Password.

- Forgot your user ID?
- Forgot your password?

Click either link and provide the required information. We will send your user ID and/or password reset instructions to the e-mail address stored in Your Account.

Not registered yet?

- If you know your Grainger account number, register now.
- If you do not know your Grainger account number, contact tim.sweat@grainger.com

Return to Top

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AI-23265 **14.D.**

Fire Equipment - Pct. #4

CC REGULAR

Date: 10/05/2010
Submitted By: Estella Webber, URBAN COUNTY
Submitted For: Monica Leal
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

Urban County Program on behalf of Hidalgo County Precinct No. 4, is requesting authority to purchase Fire Station Equipment (scene lighting and wild land fire fighting bunker gear) for the Linn/San Manuel Volunteer Fire Department. Purchase will be made from Dooley Tackaberry, Inc. (contract # 284-08) an approved vendor through Hidalgo County's membership and participation with Buy Board. The total amount for the purchase is $20,385.35 (quotes attached), as requested by the Hidalgo County Precinct No. 4 for the Linn/San Manuel Volunteer Fire Department utilizing UCP FY 22 (2009) Fire Station/Equipment line item.

BACKGROUND

The Fire Station/Equipment (scene lighting and wild land fire fighting bunker gear) purchased will be utilized by the Linn/San Manuel Volunteer Fire Department.

Vendor:	Dooley Tackaberry, Inc.
Purchase Amount:	$20,385.35
Funds Available:	$33,143.05 FY 22 (2009) – Fire Station/Equipment

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County will utilize Year 22 (2009) Fire Station/Equipment funds for the purchase of scene lighting and wild land fire fighting bunker gear for the Linn/San Manuel Volunteer Fire Department.

Attachments

Link: Linn/San Manuel Fire Department

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/30/2010 08:15 AM	APRV
2	Perla Lopez	Perla Lopez	09/30/2010 10:34 AM	APRV

3	Auditor's Office	10/01/2010 05:24 PM	NEW
Form Started By: Estella Webber		Started On: 09/29/2010 04:09 PM	
Final Approval Date: 10/01/2010			

COUNTY OF HIDALGO - URBAN COUNTY PROGRAM

Price Proposal Form

Price Proposal Form must be submitted to Urban County for pre-approval prior to the purchase. Use additional forms as needed.

Name of Cooperative: BuyBoard **Person Contacted:** David Johnson

VENDOR #1 **Name:** Dooley Tackaberry , Inc. **Contract No. :** 284-08 **Phone:** 1-713-427-3951

Quantity	Description of Items	Price per Unit	Total Amount
4	AKRON NO. E-5752-PL HAND LIGHT PORTABLE PL SERIES NIGHT BREAKER 750W 120V	$342.65	$1,370.60
4	TELE-LITE INC. NO. B-4-10-120 FLOODLIGHT, TELESCOPING, MODEL 10, 120V QTZ HALOGEN, MOUNTED	$790.00	$3,160.00
4	TELE-LITE INC NO. C-4-10-120 POLE, TELESCOPING, TELE-POLE, TOP RAISE, 1000W, 120V, PULL UP	$790.00	$3,160.00
1	AKRON NO. EU1000I GENERATOR, HONDA, 1000 WATT, 1.8HP, .6 GALLON, 29LB.	$1,066.00	$1,066.00
2	TELE-LITE INC NO. TT-W/PA-P TRIOD, WITH ADAPTER PLATE, FOR PORTABLE FLOODLIGHT	$570.65	$1,141.30
2	TELE-LITE INC NO. TTVM MOUNTING BRACKET, VEHICLE, FOR TELE-LITE TRIPOD	$81.35	$162.70
5	BRIGHTSTAR NO. 07912-G FLASHLIGHT, LIGHTHAWK LED, K-B, DIV 2 AC/DC CHGRS, GREEN	$152.35	$761.75
1	TASB NO. BUYBOARD FEE BUYBOARD ORDER BUYBOARD CONTRACT # 284-08	0.00	0.00
		TOTAL:	$10,822.35

Recommendation: _____

Requested by: O. L. Barrera, Jr. MAB Date 9/27/10 **UCP Approval:** _____ Date _____

RECEIVED SEP 29 2010

DOOLEY TACKABERRY

Houston Corporate Headquarters
1515 W. 13th Street, P.O. Box 9700
Deer Park, Texas 77536 USA
PHONE: 281.479.9700 FAX: 281.479.6321
TOLL FREE: 800.833.0247 FAX: 800.282.4365

QUOTATION

DATE: 09/15/10
OUR REFERENCE:
919232
YOUR REFERENCE:
MISC. EQUIPMENT
PAGE: 1 of 2
SLSM: 108

Ship to:
LINN-SAN MANUEL VOL FIRE DEPT.
*** NEED PHYSICAL ADDRESS ***
LINN, TX 78563

Bill to: 066881
LINN-SAN MANUEL VOL FIRE DEPT.
P. O. BOX 72
LINN, TX 78563

Attention: CHIEF DOMINGO HINOJOSA JR.

ITEM	QTY	PART NUMBER AND DESCRIPTION	UNIT PRICE	U/M	EXTENSION
1	4	AKRON NO. E-5750-PL HAND LIGHT PORTABLE PL SERIES NIGHT BREAKER 750W 120V	342.65	EA	$1,370.60
2	4	TELE-LITE INC NO. B-4-10-120 FLOODLIGHT, TELESCOPING, MODEL 10, 120V QTZ HALOGEN, MOUNTED	790.00	EA	$3,160.00
3	4	TELE-LITE INC NO. C-4-10-120 POLE, TELESCOPING, TELE-POLE, TOP RAISE,1000W,120V,PULL UP ** PLEASE CONFIRM ALL LIGHTS, VOLTAGE, ETC. IS CORRECT.	790.00	EA	$3,160.00
4	1	AKRON NO. EU1000I GENERATOR, HONDA, 1000 WATT, 1.8HP, .6 GALLON, 29 LB.	1,066.00	EA	$1,066.00
5	2	TELE-LITE INC NO. TT-W/PA-P TRIPOD, WITH ADAPTER PLATE, FOR PORTABLE FLOODLIGHT ** MUST SPECIFY PLUG	570.65	EA	$1,141.30
6	2	TELE-LITE INC NO. TTVM MOUNTING BRACKET, VEHICLE, FOR TELE-LITE TRIPOD	81.35	EA	$162.70

Terms: TO BE NEGOTIATED
Shipping Terms: FOB-DESTINATION; DIRECT SHIP
Prices Firm: 04/08/10
Ship Via: BEST WAY
Freight Terms: PREPAID
Shipment:

MERCHANDISE TOTAL	SALES TAX	QUOTE TOTAL USD
10,822.35	0.00	10,822.35

DOOLEY TACKABERRY

By _____

DAVID JOHNSON
Phone: 713.427.3951 (Direct)
Email: davidj@dtihome.com

RECEIVED SEP 29 2010

PLEASE NOTE: WE RESERVE THE RIGHT TO DENY PAYMENT BY CREDIT CARD

DOOLEY TACKABERRY

Fire & Safety - Equipment/Service/Systems

DATE: 09/15/10
OUR REFERENCE:
919232
YOUR REFERENCE:
MISC. EQUIPMENT

LINN-SAN MANUEL VOL FIRE DEPT.

Quotation
Continued

ITEM	QTY	PART NUMBER AND DESCRIPTION	UNIT PRICE	U/M	EXTENSION
7	5	BRIGHTSTAR NO. 07912-G FLASHLIGHT, LIGHTHAWK LED, K-B , DIV 2, AC/DC CHGRS, GREEN	152.35	EA	$761.75
8	1	TASB NO. BUYBOARD FEE BUYBOARD ORDER BUYBOARD CONTRACT # 284-08	0.00	EA	$0.00

COUNTY OF HIDALGO - URBAN COUNTY PROGRAM

Price Proposal Form

Price Proposal Form must be submitted to Urban County for pre-approval prior to the purchase. Use additional forms as needed.

Name of Cooperative: BuyBoard **Person Contacted:** David Johnson

VENDOR #1 **Name:** Dooley Tackaberry , Inc. **Contract No. :** 284-08 **Phone:** 1-713-427-3951

Quantity	Description of Items	Price per Unit	Total Amount
20	FYREPEL NO. BC10N26-L COAT SMOKE JUMPER WILDLAND 6 OZ NOMEZ IIIA W/TRIM LARGE 42-44	$140.00 EA	$2,800.00
20	FYREPEL NO. BC10N26-L PANT SMOKE JUMPER WILDLAND 60Z NOMEZ IIIA W/TRIM LARGE 34-36	$125.00 EA	$2,500.00
20	RINGERS NO. 327-10 GLOVE, EXTRICATION, BPR, GREEN/BLACK SIZE L	$48.00 PR	$960.00
5	THOROGOOD HELL FIRE NO. 804-6369-10M BOOT, FIRE, LEATHER, 14", BPR, BUNKER, HI-VIS 3M S/L PIPING	$200.00 PR	$1,000.00
20	GLOVE CORP. NO. WILDFIRE GLOVE, WILDLAND, KEVLAR SEWN, THERMAL LEATHER, NOMEX WRISLET	$27.55 PR	$551.00
20	SELLSTROM NO. 80222-G GOGGLE ODYSSEY II BLACK NON-VENTED BODY ANTI-FOG CLR LENS	$15.25 EA	$305.00
2	ELKHART NO. 00457201 WYE 2-WAY B-100-SA 1.5" FNSTX 2 -1MNST ELK-O-LITE STANDARD	$202.50 EA	$405.00
2	ELKHART NO. 00381101 HYDRANT VALVE X-86A GATE 2.5" FNSTX 2.5"MNST ELK-O-LITE	$305.00 EA	$610.00
2	ELKHART NO. 02507001 WYE 2-WAY VALVE B100A 2.5 FNSTX 2-1.5MNST ELK-O-LITE STANDARD	$202.50 EA	$405.00
2	KOCHEK NO. 35R-1.0 ADAPTER DOUBLE FEMALE SWIVEL ROCKER LUG 1.0"	$13.50 EA	$27.00
1	TASB NO. BUYBOARD FEE BUYBOARD ORDER BUYBOARD CONTRACT # 284-08	0.00	0.00
		TOTAL:	**$9,563.00**

Recommendation: _____

Requested by: D. L. Garza, Jr. MAS Date 9/27/10 **UCP Approval:** _____ Date _____

UCA-5

REVSED JUNE 2009

DOOLEY TACKABERRY

Houston Corporate Headquarters
1515 W. 13th Street, P.O. Box 9700
Deer Park, Texas 77536 USA
PHONE: 281.479.9700 FAX: 281.479.6321
TOLL FREE: 800.833.0247 FAX: 800.282.4365

QUOTATION

DATE: 09/15/10
OUR REFERENCE:
919228
YOUR REFERENCE:
10-2259
PAGE: 1 of 2
SLSM: 108

Ship to:
LINN-SAN MANUEL VOL FIRE DEPT.
*** NEED PHYSICAL ADDRESS ***
LINN, TX 78563

Bill to: 066881
LINN-SAN MANUEL VOL FIRE DEPT.
P. O. BOX 72
LINN, TX 78563

Attention: CHIEF DOMINGO HINOJOSA JR.

ITEM	QTY	PART NUMBER AND DESCRIPTION	UNIT PRICE	U/M	EXTENSION
1	20	FYREPEL NO. BC10N26-L COAT SMOKE JUMPER WILDLAND 6OZ NOMEX IIIA W/TRIM LARGE 42-44	140.00	EA	$2,800.00
2	20	FYREPEL NO. BP10N26-L PANT SMOKE JUMPER WILDLAND 60Z NOMEX IIIA W/TRIM LARGE 34-36	125.00	EA	$2,500.00
3	20	RINGERS NO. 327-10 GLOVE, EXTRICATION, BPR, GREEN/BLACK, SIZE L	48.00	PR	$960.00
4	5	THOROGOOD HELL FIRE NO. 804-6369-10M BOOT, FIRE, LEATHER, 14", BPR, BUNKER, HI-VIS 3M S/L PIPING	200.00	PR	$1,000.00
5	20	GLOVE CORP. NO. WILDFIRE GLOVE, WILDLAND, KEVLAR SEWN, THERMAL LEATHER,NOMEX WRISTLET	27.55	PR	$551.00
6	20	SELLSTROM NO. 80222-G GOGGLE ODYSSEY II BLACK NON- VENTED BODY ANTI-FOG CLR LENS	15.25	EA	$305.00
7	2	ELKHART NO. 00457201 WYE 2-WAY B-100-SA 1.5"FNSTX 2-1MNST ELK-O-LITE STANDARD	202.50	EA	$405.00
8	2	ELKHART NO. 00381101	305.00	EA	$610.00

Terms: TO BE NEGOTIATED
Shipping Terms: FOB-DESTINATION; DIRECT SHIP
Prices Firm: 05/22/10
Ship Via: BEST WAY
Freight Terms: PREPAID
Shipment:

MERCHANDISE TOTAL	SALES TAX	QUOTE TOTAL USD
9,563.00	0.00	9,563.00

DOOLEY TACKABERRY

By _____

DAVID JOHNSON
Phone: 713.427.3951 (Direct)
Email: davidj@dtihome.com

PLEASE NOTE: WE RESERVE THE RIGHT TO DENY PAYMENT BY CREDIT CARD

DOOLEY TACKABERRY

Fire & Safety - Equipment/Service/Systems

LINN-SAN MANUEL VOL FIRE DEPT.

DATE: 09/15/10
OUR REFERENCE: 919228
YOUR REFERENCE: 10-2259
PAGE: 2 of 2

Quotation
Continued

ITEM	QTY	PART NUMBER AND DESCRIPTION	UNIT PRICE	U/M	EXTENSION
		HYDRANT VALVE X-86A GATE 2.5"FNSTX 2.5"MNST ELK-O-LITE			
9	2	ELKHART NO. 02507001 WYE 2-WAY VALVE B100A 2.5FNSTX 2-1.5MNST ELK-O-LITE STANDARD	202.50	EA	$405.00
10	2	KOCHEK NO. 35R-1.0 ADAPTER DOUBLE FEMALE SWIVEL ROCKER LUG 1.0" NH	13.50	EA	$27.00
11	1	TASB NO. BUYBOARD FEE BUYBOARD ORDER BUYBOARD CONTRACT # 284-08	0.00	EA	$0.00

AI-23260 **14.E.**

Surplus equipment

CC REGULAR

Date:	10/05/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Nellie Flores
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Request approval to declare surplus equipment for the purpose of disposition and thus clear inventory list.

BACKGROUND

The Urban County Program wishes to have the items listed on Exhibit “A” and Exhibit “B” declared surplus and removed from inventory list. Assets listed on Exhibit “A” are items that
are inoperable and or outdated. These items will be transferred to the County’s surplus. Exhibit “B”
assets are items that were previously donated and or left behind at the Administration Building.

Fiscal Impact

Attachments

Link: surplus equipment

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/30/2010 08:15 AM	APRV
2	Perla Lopez	Perla Lopez	09/30/2010 09:55 AM	APRV
3	Auditor's Office	Linda Fong	10/01/2010 09:28 AM	APRV
4	Purchasing Department	Marty Salazar	10/01/2010 11:21 AM	APRV

Form Started By: Estella Webber Started On: 09/29/2010 03:50 PM

Final Approval Date: 10/01/2010

URBAN COUNTY PROGRAM
LIST OF SURPLUS EQUIPMENT
EXHIBIT "A"

UCP ASSET #	HC ASSET #	ASSET DESCRIPTION	CONDITION	ACQUISITION DATE
	22135	Adjustable Monitor Extension Arm	Fair	Not Known
N/A		Adjustable Monitor Extension Arm		
1507		Adjustable Monitor Extension Arm		
116		Chair	Broken	10/06/1988
706	28992	Chair	Broken	12/12/1994
707	28997	Chair	Broken	12/12/1994
133	28977	Chair	Fair	8/8/1989
137	28981	Chair	Fair	8/8/1989
1076		APC Back-up	Inoperable	1/24/1997
1444		Designjet Plotter	Fair	3/10/1998
1445		Plotter Stand	Fair	3/10/1998
1680		Keyboard Drawer	Broken	3/5/1998
2129		Copy Machine Minolta CSPro	Inoperable	2/9/1999
2291		Keyboard Drawer	Broken	8/15/2000
3246		Savin 2055DP Copy Machine	Inoperable	3/27/2002
3261		Keyboard Drawer	Broken	3/5/2002
3438		Keyboard Drawer	Broken	9/9/2002
3789		Sony Cyber-Shot Camera	Inoperable	2/3/2004
3828		APC Back-up	Inoperable	4/2/2004
4042		APC Back-Up	Inoperable	11/12/2004
N/A		Sharp MX-4501N (6E204662)	Inoperable	
4273		Smart-UPS 1500 Backup	Inoperable	2/15/2006
1067		APC Back-up	Inoperable	1/21/1997
1070		APC Back-up	Inoperable	1/21/1997
1071		APC Back-up	Inoperable	1/21/1997
1532		APC Back-up	Inoperable	4/17/1998
1531		APC Back-up	Inoperable	4/17/1998
2500		APC Back-up	Inoperable	12/19/2000
1074		APC Back-up	Inoperable	1/24/1997

URBAN COUNTY PROGRAM
LIST OF SURPLUS EQUIPMENT
EXHIBIT "B"

UCP ASSET #	HC ASSET #	ASSET DESCRIPTION	CONDITION	ACQUISITION DATE
*2116		2 Drawer File Cabinet		2/9/1999
*2117		2 Drawer File Cabinet		2/9/1999
*2119		2 Drawer File Cabinet		2/9/1999
*2121		2 Drawer File Cabinet		2/9/1999
**2126		Room Divider		2/9/1999
**2127		Room Divider		2/9/1999
**2128		Room Divider		2/9/1999
**892		Computer Desk		3/1/1996

*These assets were transferred/donated to Hidalgo Municipal Library back in January of 2000.
** These assets were left behind at the Administration Building when we moved.

AI-23247 **15.A.**

General Election - Early Voting and Election Day Sites

CC REGULAR

Date:	10/05/2010
Submitted By:	Sandra Aguirre, ELECTIONS DEPT.
Submitted For:	Yvonne Ramon
Department:	ELECTIONS DEPT.
Agenda Category:	Elections Administration **Sub-category:** Elections

Information

CAPTION

1. Discussion, consideration and action on approval of three (3) pending early voting polling site location changes previously presented to Commissioners' Court on September 7, 2010
2. Discussion, consideration and action on approval of changes to Election Day Polling Site locations for November 2, 2010 General Election due to pending written approval from contracting authority

BACKGROUND

Fiscal Impact

Attachments

Link: 2010 Poll Location Changes

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvonne Ramon	Yvonne Ramon	09/30/2010 07:04 AM	APRV
2	Budget & Management	Sylvia Solis	09/30/2010 08:13 AM	APRV
3	Roland Garcia	Rolando Garcia	10/01/2010 08:28 AM	APRV
4	Auditor's Office		10/01/2010 05:24 PM	NEW
Form Started By: Sandra Aguirre			Started On: 09/29/2010 02:29 PM	
Final Approval Date: 10/01/2010				

HIDALGO COUNTY
November 2, 2010
POLL CHANGES
EARLY VOTING

CITY	CHANGE FROM	CHANGE TO	REASON
Alton	Boys & Girls Club 509 S. Alton Blvd. Alton, TX	Alton City Hall 509 S. Alton Blvd. Alton, TX	City did not approve use of Boys & Girls Club Facility
Elsa	"New" City Hall 302 S. Diana Elsa, TX	Delta Mercado 510 N. Yellow Jacket Edcouch, TX	Larger Facility; More accessibility;
Weslaco	Public Facility Bldg. 1912 Joe Stephens Weslaco, TX	STC Mid Valley Campus 400 N. Border Weslaco, TX	City did not approve use of Public Facility Bldg.

POLL CHANGES
ELECTION DAY

CITY	CHANGE FROM	CHANGE TO	REASON
Alamo	Franklin Elementary School 900 E. Birch Alamo, TX	Sgt. Fernando dela Rosa Library 416 N. Tower Rd. Alamo, TX	ISD did not approve use of Franklin Elementary School
Alton	Boys & Girls Club 509 S. Alton Blvd. Alton, TX	Alton City Hall 509 S. Alton Blvd. Alton, TX	City did not approve use of Boys & Girls Club Facility
Elsa	"New" City Hall 302 S. Diana Elsa, TX	LBJ Elementary 200 S. Fannin Elsa, TX	City did not approve use of City Hall
Mercedes	Chamber of Commerce 348 S. Ohio Mercedes, TX	Mercedes City Hall 400 S. Ohio Mercedes, TX	Under Construction
Weslaco	Public Facility Bldg. 1912 Joe Stephens Weslaco, TX	South Texas Votec 2419 E. Haggar Ave. Weslaco, TX	City did not approve use of Public Facility Bldg.

AI-23257 **15.B.**

2010 - Full Contract Pharr-San Juan-Alamo Independent School District

CC REGULAR

Date:	10/05/2010
Submitted By:	Sandra Aguirre, ELECTIONS DEPT.
Submitted For:	Yvonne Ramon
Department:	ELECTIONS DEPT.
Agenda Category:	Elections Administration **Sub-category:** Elections

Information

CAPTION

Approval of Full Contract for the Election Services between Hidalgo County and Pharr-San Juan-Alamo Independent School District for their election to be held on November 2, 2010.

BACKGROUND

Two (2) originals - Contracts for Election Services

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:**

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

BUDGETARY IMPACT:

All costs and applicable fees associated with the election services shall be paid by the entities requesting the services as outlined in the caption (reimbursement basis to Elections Department).

Attachments

Link: Pharr-San Juan-Alamo ISD - November 2, 2010

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvonne Ramon	Yvonne Ramon	09/30/2010 07:02 AM	APRV
2	Budget & Management	Sylvia Solis	09/30/2010 08:13 AM	APRV
3	Roland Garcia	Rolando Garcia	10/01/2010 08:30 AM	APRV
4	Auditor's Office		10/01/2010 05:24 PM	NEW

Form Started By: Sandra Aguirre Started On: 09/29/2010 03:18 PM

Final Approval Date: 10/01/2010

THE STATE OF TEXAS §
§ **CONTRACT FOR ELECTION SERVICES**
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR ("ADMINISTRATOR"), Yvonne Ramón, on behalf of Hidalgo County, a political subdivision of the State of Texas, and the Pharr-San Juan-Alamo Independent School District, hereinafter referred to as "THE ENTITY," pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, THE ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on November 2, 2010.

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, Section 271.002 (a) of the Texas Election Code authorizes two or more political subdivisions to enter into an agreement to hold elections jointly in the election precincts that can be served by common polling places subject to Section 271.003; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Election Administrator for Hidalgo County; and

WHEREAS, THE ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the November 2, 2010 election of THE ENTITY (the "Election"); and

WHEREAS, the County agrees to perform election services for THE ENTITY; and

WHEREAS, THE ENTITY AND ADMINISTRATOR desire to enter into a contract setting out the respective responsibilities of the parties; and

WHEREAS, THE ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article VI hereof; and

NOW, THEREFORE, the County and THE ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledge, do hereby agree to hold contract, covenant and agree as follows:

Article I. PURPOSE

Section 1.01 The parties hereto have entered into this Contract for election services described in Article II to be provided to THE ENTITY for its election to be held on November 2, 2010 and any Runoff, if applicable.

Article II. SERVICES

Section 2.01 The COUNTY, through the ADMINISTRATOR, agrees to provide to THE ENTITY the following:

(A) Procure, provide, prepare, program and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations and election day, for THE ENTITY;
(B) Procure, provide, prepare and program an Electronic Poll Book per polling location with the Voter Registration Database. This includes laptop, insurance, and delivery fee, as well as supplies such as, but not limited to, labels and printer. When an Electronic Poll Book is not accessible, the charge of a regular Poll Book will be charged as set by Elections Department;
(C) Provide and prepare all mail-in ballot supplies, including applications paper ballots, envelopes and postage;
(D) Provide training for Judges/Clerks;
(E) Prepare, distribute, and publicize all notices and newspaper advertisements;
(F) Procure, provide, prepare, and distribute all necessary election supplies, including;
    1. Ballots (preparation and distribution only);
    2. Election kits; and
    3. Ballots boxes and voting booths
(G) Procure Early Voting polling places and Election Day polling places, as ordered and agreed to by both parties;
(H) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;
(I) Notify the election judges of the date, time and place of the election;
(J) Procure and pay election judges and clerks for early voting and election day voting;
(K) Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by THE ENTITY;
(L) Procure and pay Ballot Board members;
(M) Provide information for election officers;
(N) Prepare U.S. Department of Justice pre-clearance for the election;
(O) Prepare any submission of voting changes to be submitted to the U.S. Department of Justice under the Federal Voting Rights Act of 1965, as amended for the election;
(P) Provide such incidental related services as may be necessary to effect the election;
(Q) Serve as the Early Voting Clerk; and
(R) Establish a Central Counting Station for the purpose of tabulating ballots.

Section 2.02 **THE ENTITY** shall be responsible for performing the following:

(A) Payment of all necessary election supplies as required by the County, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms;

(B) Pay the cost of judges and election workers directly from payment vouchers submitted by the County Elections Administrator at the rate of $9.00 per hour for Election Judges and $8.00 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and General Election;

(C) Reimburse the County for liability insurance coverage for election workers employed for both Early Voting and General Election;

(D) Tabulate the Election results for canvassing by THE ENTITY'S governing body;

(E) As stated in Section 31.096 of the Texas Election Code, this Contract may not change:

1. The authority with whom applications of candidates for a place on a ballot are filed;
2. The authority with whom documents are filed under Title 15; or
3. The authority to serve as custodian of voted ballots or other election records, except that the contract may provide that the County Election Officer will be the custodian of voted ballots. Under this Contract, the Hidalgo County Elections Administrator shall be the custodian of voted ballots.

(F) The County Elections Administrator shall be the agent of THE ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;

(G) The County shall file copies of this Contract with the County Treasurer and the County Auditor; and

(H) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The County Elections Administrator shall submit the actual costs for items contracted pursuant to the Contract with THE ENTITY no sooner than ten (10) days after the Election and/or as soon as all invoices from third party vendors are received.

Article III. SCHEDULE FOR PERFORMANCE OF SERVICES

Section 3.01 Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

Article IV. SERVICES NOT PROVIDED BY COUNTY

Section 4.01 ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by THE ENTITY, as required by the Texas Election Code Section 3.005, or canvassing election results.

Article V. TERM

Section 5.01 Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

Article VI. COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, THE ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

Section 6.01 iVotronic Machines:

(A) One Base charge of $150.00 for Programming iVotronic ballot for voting machines; additional ballots style(s) and request for change of programmed ballot at an additional cost;
(B) A $10.00 recording fee for English and Spanish Audio Files for each Contest, or Office, or Proposition questions;
(C) A $10.00 recording fee for English and Spanish Audio Files for each Contest, or Office, or Proposition answers;
(D) Cost of creating election media, such as, but not limited to Personal Electronic Ballot (PEB) cartridges, compact flash cards, labels, bags, keys, etc.;
(E) The amount of $150.00 leasing fee for each iVotronic;
(F) The amount of $150.00 leasing fee for each ADA iVotronic;
(G) Delivery and Pick-up Fee charge based on the price of renting commercial truck(s) and fuel cost;
(H) The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.

Section 6.02 Electronic Poll Book:

(A) Database access at $100.00 per day;
(B) Laptop rental, insurance and delivery fee of $150.00 per location; includes bar code scanner and Dymo printer;
(C) Printer label fee of $.03 per label (price subject to change);
(D) Creation of separate Username and Password for each polling location at $20.00 per location;

Section 6.03 Poll book cost for printing poll book(s) as set by Elections Department.

Section 6.04 Training for Judges and Clerks at $7.00 per hour per person;

Section 6.05 If optional supplies and/or services are requested by THE ENTITY, fees will be charged in accordance with third party vendors or county fees; such as fee for Early Voting and General Election Combination forms; Election kits (provisional bags, table tops, ballot boxes and custom signs) and 100 sample ballots additional ballots $.20 per ballot (price subject to change);

Section 6.06 Mail-in ballot supplies, including applications, paper ballots, envelopes and postage at price set by third party vendors at time of election;

Section 6.07 Reimbursement fee for publication of all notices and newspaper advertisements;

Section 6.08 Reimbursement rental fees incurred for early voting polling places and Election Day polling places, as ordered;

Section 6.09 Cost of judges and election workers directly from payment vouchers submitted by

the County Elections Administrator. THE ENTITY shall pay the election workers at $9.00 per hour for Election Judge, $8.00 per hour for Alternate Judge and Deputy Early Voting Clerk(s) and $8.00 per hour for Clerks;

Section 6.10 Pay for the cost of the Ballot Board judge at $9.00 per hour and Ballot Board clerks at $8.00 per hour;

Section 6.11 Canvass Reports – tabulation of the election results for canvassing by THE ENTITY's governing body.

Section 6.12 Reimbursement to the County for liability insurance coverage as set by the County for all election workers employed for the elections;

Section 6.13 Reimbursement to the County for the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage;

Section 6.14 Billing:

(A) The form of the invoice to be used in the billing by the County, including a good faith estimate of costs, is attached hereto as Exhibit A. THE ENTITY shall submit to the County, an administrative fee of ten percent (10%) of the entire estimated cost of the Election, as shown in Exhibit A referenced above. This fee shall be submitted to the County with this signed contract. The parties agree that time is of the essence on this payment obligation. The ten percent (10%) administrative fee is prescribed by Section 31.100(d) of the Election Code.

(B) The Administrator shall, as soon as practicable after the Election, prepare and send an itemized invoice with the actual costs of the Election to THE ENTITY.

(C) Full payment of the remaining balance, if any, shall be made by THE ENTITY within thirty (30) days of receipt of the invoice.

(D) Payment shall be made by check payable to the Hidalgo County Elections Administrator.

Notice: Except as may be otherwise specifically provided in this contract, 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:

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Janet Robles, Asst. Supt. For Finance
P.O. Box 769
Pharr, TX 78577

Section 6.15 Any balances, if any remain after the payment of all costs of election bills, shall be the property of the THE ENTITY and returned to it.

Article VII. LIABILITY

Section 7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

Article VIII. GENERAL PROVISIONS

Section 8.01 This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

Section 8.02 In case any one or more of the provisions contained in this Contract 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 Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Section 8.03 This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

Section 8.04 No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this 28th day of September, 2010

APPROVAL COUNTY OF HIDALGO:

BY: _____
RENE RAMIREZ
COUNTY JUDGE

ATTEST BY:

_____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ELECTION ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVED AS TO LEGAL FORM:
ATLAS & HALL L. L. P.,

BY: _____
STEPHEN L. CRAIN

BY: Pharr-San Juan-Alamo Independent School District
ENTITY NAME

BY: _____

PRINT: Dr. Daniel King

TITLE: Superintendent of Schools

ATTEST
BY: Gloria Z Espinosa

PRINT: Gloria Espinosa

TITLE: Administrative Assistant

AI-23254 **15.C.**

2010 - Full Contract La Villa Independent School District

CC REGULAR

Date:	10/05/2010
Submitted By:	Sandra Aguirre, ELECTIONS DEPT.
Submitted For:	Yvonne Ramon
Department:	ELECTIONS DEPT.
Agenda Category:	Elections Administration **Sub-category:** Elections

Information

CAPTION

Approval of Full Contract for Election Services between Hidalgo County and La Villa Independent School District for their election to be held on November 2, 2010.

BACKGROUND

Two (2) originals - Contracts for Election Services

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:**

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

BUDGETARY IMPACT:

All costs and applicable fees associated with the election services shall be paid by the entities requesting the services as outlined in the caption (reimbursement basis to Elections Department).

Attachments

Link: La Villa ISD - November 2, 2010

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvonne Ramon	Yvonne Ramon	09/30/2010 07:02 AM	APRV
2	Budget & Management	Sylvia Solis	09/30/2010 08:13 AM	APRV
3	Roland Garcia	Rolando Garcia	10/01/2010 08:29 AM	APRV
4	Auditor's Office		10/01/2010 05:24 PM	NEW

Form Started By: Sandra Aguirre Started On: 09/29/2010 03:11 PM

Final Approval Date: 10/01/2010

THE STATE OF TEXAS §
§ **CONTRACT FOR ELECTION SERVICES**
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR ("ADMINISTRATOR"), Yvonne Ramón, on behalf of Hidalgo County, a political subdivision of the State of Texas, and the La Villa Independent School District, hereinafter referred to as "THE ENTITY," pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, THE ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on November 2, 2010.

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Election Administrator for Hidalgo County; and

WHEREAS, THE ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the November 2, 2010 election of THE ENTITY (the "Election"); and

WHEREAS, the County agrees to perform election services for THE ENTITY; and

WHEREAS, THE ENTITY AND ADMINISTRATOR desire to enter into a contract setting out the respective responsibilities of the parties; and

WHEREAS, THE ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article VI hereof; and

NOW, THEREFORE, the County and THE ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledge, do hereby agree to hold contract, covenant and agree as follows:

Article I. PURPOSE

Section 1.01 The parties hereto have entered into this Contract for election services described in Article II to be provided to THE ENTITY for its election to be held on November 2, 2010 and any Runoff, if applicable.

Article II. SERVICES

Section 2.01 The COUNTY, through the ADMINISTRATOR, agrees to provide to THE ENTITY the following:

(A) Procure, provide, prepare, program and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations and election day, for THE ENTITY;
(B) Procure, provide, prepare and program an Electronic Poll Book per polling location with the Voter Registration Database. This includes laptop, insurance, and delivery fee, as well as supplies such as, but not limited to, labels and printer. When an Electronic Poll Book is not accessible, the charge of a regular Poll Book will be charged as set by Elections Department;
(C) Provide and prepare all mail-in ballot supplies, including applications paper ballots, envelopes and postage;
(D) Provide training for Judges/Clerks;
(E) Prepare, distribute, and publicize all notices and newspaper advertisements;
(F) Procure, provide, prepare, and distribute all necessary election supplies, including;
    1. Ballots (preparation and distribution only);
    2. Election kits; and
    3. Ballots boxes and voting booths
(G) Procure Early Voting polling places and Election Day polling places, as ordered and agreed to by both parties;
(H) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;
(I) Notify the election judges of the date, time and place of the election;
(J) Procure and pay election judges and clerks for early voting and election day voting;
(K) Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by THE ENTITY;
(L) Procure and pay Ballot Board members;
(M) Provide information for election officers;
(N) Prepare U.S. Department of Justice pre-clearance for the election;
(O) Prepare any submission of voting changes to be submitted to the U.S. Department of Justice under the Federal Voting Rights Act of 1965, as amended for the election;
(P) Provide such incidental related services as may be necessary to effect the election;
(Q) Serve as the Early Voting Clerk; and
(R) Establish a Central Counting Station for the purpose of tabulating ballots.

Section 2.02 THE ENTITY shall be responsible for performing the following:

(A) Payment of all necessary election supplies as required by the County, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms;

(B) Pay the cost of judges and election workers directly from payment vouchers submitted by the County Elections Administrator at the rate of $9.00 per hour for Election Judges and $8.00 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and General Election;

(C) Reimburse the County for liability insurance coverage for election workers employed for both Early Voting and General Election;

(D) Tabulate the Election results for canvassing by THE ENTITY'S governing body;

(E) As stated in Section 31.096 of the Texas Election Code, this Contract may not change:

1. The authority with whom applications of candidates for a place on a ballot are filed;
2. The authority with whom documents are filed under Title 15; or
3. The authority to serve as custodian of voted ballots or other election records, except that the contract may provide that the County Election Officer will be the custodian of voted ballots. Under this Contract, the Hidalgo County Elections Administrator shall be the custodian of voted ballots.

(F) The County Elections Administrator shall be the agent of THE ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;

(G) The County shall file copies of this Contract with the County Treasurer and the County Auditor; and

(H) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The County Elections Administrator shall submit the actual costs for items contracted pursuant to the Contract with THE ENTITY no sooner than ten (10) days after the Election and/or as soon as all invoices from third party vendors are received.

Article III. SCHEDULE FOR PERFORMANCE OF SERVICES

Section 3.01 Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

Article IV. SERVICES NOT PROVIDED BY COUNTY

Section 4.01 ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by THE ENTITY, publishing and (or) posting the election notice as required by the Texas Election Code Section 4.003, or canvassing election results.

Article V. TERM

Section 5.01 Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

Article VI. COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, THE ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

Section 6.01 iVotronic Machines:

(A) One Base charge of $150.00 for Programming iVotronic ballot for voting machines; additional ballots style(s) and request for change of programmed ballot at an additional cost;
(B) A $10.00 recording fee for English and Spanish Audio Files for each Contest, or Office, or Proposition questions;
(C) A $10.00 recording fee for English and Spanish Audio Files for each Contest, or Office, or Proposition answers;
(D) Cost of creating election media, such as, but not limited to Personal Electronic Ballot (PEB) cartridges, compact flash cards, labels, bags, keys, etc.;
(E) The amount of $150.00 leasing fee for each iVotronic;
(F) The amount of $150.00 leasing fee for each ADA iVotronic;
(G) Delivery and Pick-up Fee charge based on the price of renting commercial truck(s) and fuel cost;
(H) The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.

Section 6.02 Electronic Poll Book:

(A) Database access at $100.00 per day;
(B) Laptop rental, insurance and delivery fee of $150.00 per location; includes bar code scanner and Dymo printer;
(C) Printer label fee of $.03 per label (price subject to change);
(D) Creation of separate Username and Password for each polling location at $20.00 per location;

Section 6.03 Poll book cost for printing poll book(s) as set by Elections Department.

Section 6.04 Training for Judges and Clerks at $7.00 per hour per person;

Section 6.05 If optional supplies and/or services are requested by THE ENTITY, fees will be charged in accordance with third party vendors or county fees; such as fee for Early Voting and General Election Combination forms; Election kits (provisional bags, table tops, ballot boxes and custom signs) and 100 sample ballots additional ballots $.20 per ballot (price subject to change);

Section 6.06 Mail-in ballot supplies, including applications, paper ballots, envelopes and postage at price set by third party vendors at time of election;

Section 6.07 Reimbursement fee for publication of all notices and newspaper advertisements;

Section 6.08 Reimbursement rental fees incurred for early voting polling places and Election Day polling places, as ordered;

Section 6.09 Cost of judges and election workers directly from payment vouchers submitted by

the County Elections Administrator. THE ENTITY shall pay the election workers at $9.00 per hour for Election Judge, $8.00 per hour for Alternate Judge and Deputy Early Voting Clerk(s) and $8.00 per hour for Clerks;

Section 6.10 Pay for the cost of the Ballot Board judge at $9.00 per hour and Ballot Board clerks at $8.00 per hour;

Section 6.11 Canvass Reports – tabulation of the election results for canvassing by THE ENTITY's governing body.

Section 6.12 Reimbursement to the County for liability insurance coverage as set by the County for all election workers employed for the elections;

Section 6.13 Reimbursement to the County for the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage;

Section 6.14 Billing:

(A) The form of the invoice to be used in the billing by the County, including a good faith estimate of costs, is attached hereto as Exhibit A. THE ENTITY shall submit to the County, an administrative fee of ten percent (10%) of the entire estimated cost of the Election, as shown in Exhibit A referenced above. This fee shall be submitted to the County with this signed contract. The parties agree that time is of the essence on this payment obligation. The ten percent (10%) administrative fee is prescribed by Section 31.100(d) of the Election Code.

(B) The Administrator shall, as soon as practicable after the Election, prepare and send an itemized invoice with the actual costs of the Election to THE ENTITY.

(C) Full payment of the remaining balance, if any, shall be made by THE ENTITY within thirty (30) days of receipt of the invoice.

(D) Payment shall be made by check payable to the Hidalgo County Elections Administrator.

Notice: Except as may be otherwise specifically provided in this contract, 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:

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Monica Mata, Business Manager
P.O. Box 9
La Villa, TX 78562

Section 6.15 Any balances, if any remain after the payment of all costs of election bills, shall be the property of the THE ENTITY and returned to it.

Article VII. LIABILITY

Section 7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

Article VIII. GENERAL PROVISIONS

Section 8.01 This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

Section 8.02 In case any one or more of the provisions contained in this Contract 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 Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Section 8.03 This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

Section 8.04 No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this 22nd day of September, 2010

BY: La Villa Independent School District
NAME OF LEASING ENTITY

BY: Dr. Norma L. Salaiz

PRINT: Dr. Norma L. Salaiz

TITLE: Superintendent of Schools

ATTEST BY: Monica Mata

PRINT: Monica Mata

TITLE: Business Manager

APPROVAL COUNTY OF HIDALGO:

BY: _____
RENE RAMIREZ
COUNTY JUDGE

ATTEST BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ELECTION ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVED AS TO LEGAL FORM:

BY: _____
STEPHEN L. CRAIN
ATLAS & HALL L.L.P.,

AI-23229 **16.A.**

Appointment of Community Representative

CC REGULAR

Date:	10/05/2010
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Discussion/Approval of Appointment of One (1) Community Representative by Each Member of the Commissioners' Court, to Serve on the Hidalgo County Head Start Program Policy Council, for a One (1) Year Term According to 45 CFR Chapter XIII, 1304.50(b)(1)-(b)(7) Beginning October 2010

BACKGROUND

Memorandum and 45 CFR Chapter XIII, 1304.50(b)(1)-(b)(7)

Fiscal Impact

Attachments

Link: Community Representatives

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/28/2010 03:28 PM	APRV
2	Roland Garcia	Rolando Garcia	10/01/2010 08:32 AM	APRV
3	Auditor's Office		10/01/2010 05:24 PM	NEW
Form Started By: Linda Galaviz			Started On: 09/28/2010 02:33 PM	
Final Approval Date: 10/01/2010				

Hidalgo County Head Start Program
Memorandum

To: Commissioners' Court Members

From: Teresa Flores, Executive Director

Subject: Community Representatives Appointments

Date: September 8, 2010

In accordance with Head Start Performance Standards and the Hidalgo County Head Start Bylaws, The Hidalgo County Commissioner's Court must nominate a Community Representative from each Precinct to serve on the Hidalgo County Head Start Policy Council annually for limited terms of "***no more than three years" (Bylaws, Article 5, Section).***

The current members of the Policy Council Serving as Community Representatives are:

Grantee Board Members	Community Representatives	Years of Service
Judge Rene Ramirez	Eric Rodriguez	3
A.C. Cuellar, Jr., Precinct 1	Luis Solis	2
Hector "Tito" Palacios, Precinct 2	Janie Solis	2
Joe Flores, Precinct 3	Joe Aguilar	1
Oscar Garza, Jr., Precinct 4	Roel Pena	2

Your nomination for the 2010-2011 service year must be placed on the Commissioners' Court Agenda for official action and approval. Your attention to this matter is greatly appreciated.

Source:

Article V Sections, Section 1 B. ***Five (5) of the members, who shall be known as the Community Representatives, shall be recommended by the Commissioners' Court (Grantee Board) and subject to approval by the Policy Council elected parents.***

Article V, Section 6. ***"The terms of office for all Policy Council members shall be one (1) year, Mid October to Mid October, or until the new Policy Council member is formally installed, as per Article V, Section 3. Policy Council members, Alternates and Community Representatives terms shall be limited to no more than three (3) years. Terms shall be limited to no more than three years in any combination of service, whether Alternate, Parent Representative or Community Representative and terms need not be held in consecutive years."***

Performance Standard 1304.50(b)(1) — (b)(7)

(b) Policy group composition and formation.

(1) Each grantee and delegate agency governing body operating an Early Head Start or Head Start program must (except where such authority is ceded to the Policy Council or Policy Committee) propose, within the framework of these regulations, the total size of their respective policy groups (based on the number of centers, classrooms, or other program option units, and the number of children served by their Early Head Start or Head Start program), the procedures for the election of parent members, and the procedure for the selection of community representatives. These proposals must be approved by the Policy Council or Policy Committee.

(2) Policy Councils and Policy Committees must be comprised of two types of representatives: parents of currently enrolled children and community representatives. At least 51 percent of the members of these policy groups must be the parents of currently enrolled children (see 45 CFR 1306.3(h) for a definition of a Head Start parent).

(continued, next page...)

Rationale: Established procedures for electing parent members and selecting community representatives ensure consistency and fairness in the selection of policy group members. It is essential that families receiving services play an active role in making decisions about such services, and that the Head Start program reflects the community as a whole. *This rationale serves 45 CFR 1304.50(b)(1)-(7).*

Guidance: The following are suggestions for the governing body and policy group review of procedures for parent elections:

- Inform all parents of their vital role in program governance;
- Ensure that there is a fair method of nomination, either by parents nominating themselves or by other parents nominating them; nominations should be placed only with the consent of the nominee;
- Provide proportionate representation to parents in all program options and settings. If agencies operate programs serving different geographical regions or ethnic groups, to adopt policies to ensure that all groups being served will have an equal opportunity to serve on policy groups; and
- Consider using Parent Committees to facilitate the process of nominating and electing parents to the Policy Council or Policy Committee.

Parents are involved in every step of the process for selecting community representatives. Parents may be involved, for example, in discussions of the issues of interest and the types of community representatives needed in the coming year, as well as in developing methods for soliciting and screening potential candidates.

When nominating parent members or selecting community representatives to policy groups, consider:

- The willingness and ability of the potential members to contribute time and effort to the program and to serve as mentors and role models, as well as resource persons;
- The diversity of the group of individuals nominated, with consideration being given to the programs or program options in which the children of nominees are enrolled;
- The agency's goals and the information generated by the Community Assessment; and
- The desirability of having representation from the governing body to the policy group, in order to improve communication between the two groups.

Performance Standard 1304.50(b)(1) — (b)(7) (continued...)

(3) Community representatives must be drawn from the local community: businesses; public or private community, civic, and professional organizations; and others who are familiar with resources and services for low-income children and families, including, for example, the parents of formerly enrolled children.

(4) All parent members of Policy Councils or Policy Committees must stand for election or re-election annually. All community representatives also must be selected annually.

(5) Policy Councils and Policy Committees must limit the number of one-year terms any individual may serve on either body to a combined total of three terms.

(6) No grantee or delegate agency staff (or members of their immediate families) may serve on Policy Councils or Policy Committees except parents who occasionally substitute for regular Early Head Start or Head Start staff. In the case of Tribal grantees, this exclusion applies only to Tribal staff who work in areas directly related to or which directly impact upon any Early Head Start or Head Start administrative, fiscal or programmatic issues.

(coninued, next page...)

Agencies and policy groups establish procedures for monitoring the three-year limit for both parents and community representatives. Agencies also develop volunteer opportunities that allow former policy group members to use their skills and experience to support program activities and operations. If agencies view and present the opportunity of serving on policy groups as a time to learn new skills and to gain self-confidence in a supportive environment, parents will understand the value of leaving a policy group after a few years, and of moving into other leadership roles in school organizations and in the larger community.

Personnel policies and bylaws address potential conflicts of interest between agency employment and membership on a Policy Council or Policy Committee. For example, agencies may consider developing policies that define "occasional substitute" and that determine at what point in the hiring process a candidate for a Head Start position must resign his or her membership from a policy group, that is, upon application or upon hiring.

AI-23142 **17.A.**

Pct. 2

CC REGULAR

Date:	10/05/2010
Submitted By:	Sylvia Sanchez, DRAINAGE DISTRICT
Submitted For:	Sylvia Sanchez
Department:	DRAINAGE DISTRICT
Agenda Category:	Precinct #2

Information

CAPTION

Discussion with representatives from Natural Resources Conservation Services (NRCS); with potential availability of additional funding resources for drainage repairs.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/22/2010 03:56 PM	APRV
2	Roland Garcia	Rolando Garcia	09/24/2010 03:34 PM	APRV
3	Auditor's Office		10/01/2010 05:24 PM	NEW
Form Started By: Sylvia Sanchez			Started On: 09/22/2010 03:04 PM	
Final Approval Date: 10/01/2010				

AI-23302 **18.A.**

Reclassification/ Regrades - Chief Deputy Fire Marshal & Collections Supervisor positions

CC REGULAR

Date: 10/05/2010
Submitted By: Sergio Cruz, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information

CAPTION

Reclassifications/Regrade:
1. Approval to reclassify/regrade the following full time positions in the Classification and Compensation Plan (Position Inventory) , effective 10/11/10, as per the Hidalgo County Personnel Handbook. Reviewed and recommended by the Classification Committee.

Action	Slot No.	Dept Name/ No.	Current Position Title	Current Grade	Proposed Position Title	Proposed/ Recommended Grade	No. of Positions
Reclassification	0005	Fire Marshal 300-001	Deputy Fire Marshal	10	Chief Deputy Fire Marshal	11	1
Regrade	N/A	N/A	Collections Supervisor	12	N/A	13	1

2. Approval of interdepartmental transfers.
3. Approval to revise the salary schedule for affected departments/personnel.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-415-00-115-002-0-899
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Attachments

Link: fiscal note- co clerk
Link: fiscal note- fire marshal
Link: revised salary schedule- co. clerk
Link: revised salary schedule- Fire Marshal
Link: CO. CLERK TRANSFER
Link: FIRE MARSHAL TRANSFER

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/01/2010 02:38 PM	APRV

2	Rosalinda Cantu	Rosie Cantu	10/01/2010 05:02 PM	APRV
3	Sylvia Solis	Sylvia Solis	10/01/2010 05:24 PM	APRV
4	Auditor's Office		10/01/2010 05:24 PM	NEW

Form Started By: Sergio Cruz Started On: 10/01/2010 02:00 PM

Final Approval Date: 10/01/2010

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, October 05, 2010 **Agenda Item:** 23302

Summary of request/proposal:
Approval to reclassify/regrade the following full time positions in the Classification and Compensation Plan (Job Description Index) , effective 10/11/10. Reviewed and recommended by the Classification Committee.

Fund	Current Position Title	Slot#	Obj	G	S	Proposed Position Title	Slot#	Obj	G	S	Current Step & Grade Salary	Proposed Step & Grade Salary	Total Adjustment/ Salary Requested
1100	COLLECTIONS SUPERVISOR	0006	113	12	2	SAME	SAME	113	13	1	$44,799.00	$46,747.00	$1,948.00
									TOTAL:				$1,948.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
0-1100-415-40-180-001-0-	113	CO. CLERK'S-	REG F/T EMPLOYEES	$447.82
0-1100-415-40-180-001-0-	211	CO. CLERK'S-	HEALTH INSURANCE	-
0-1100-415-40-180-001-0-	212	CO. CLERK'S-	LIFE INSURANCE	-
0-1100-415-40-180-001-0-	220	CO. CLERK'S-	FICA	$34.26
0-1100-415-40-180-001-0-	230	CO. CLERK'S-	RETIREMENT	$42.63
0-1100-415-40-180-001-0-	250	CO. CLERK'S-	UNEMPLOYMENT COMP	$2.24
0-1100-415-40-180-001-0-	260	CO. CLERK'S-	WORKER'S COMP	$0.00
			2010 Budgetary Impact	$526.95

2011 Budgetary Impact: $2,292.21

Possible Funding Sources: CO. WIDE ADM.

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.

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, October 05, 2010 **Agenda Item:** 23302

Summary of request/proposal:
Approval to reclassify/regrade the following full time positions in the Classification and Compensation Plan (Job Description Index) , effective 10/11/10. Reviewed and recommended by the Classification Committee.

Fund	Current Position Title	Slot#	Obj	G	S	Proposed Position Title	Slot#	Obj	G	S	Current Step & Grade Salary	Proposed Step & Grade Salary	Total Adjustment/ Salary Requested
1100	Fire Marshal	0005	113	10	3	Chief Deputy Fire Marshal	0005	113	11	1	$39,727.00	$40,078.00	$351.00
										TOTAL:			$351.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME	AMOUNT
0-1100-422-10-300-001-0-	113	EMERGENCY SRVS - FM - REG F/T EMPLOYEES	$80.69
0-1100-422-10-300-001-0-	211	EMERGENCY SRVS - FM - HEALTH INSURANCE	-
0-1100-422-10-300-001-0-	212	EMERGENCY SRVS - FM - LIFE INSURANCE	-
0-1100-422-10-300-001-0-	220	EMERGENCY SRVS - FM - FICA	$6.17
0-1100-422-10-300-001-0-	230	EMERGENCY SRVS - FM - RETIREMENT	$7.68
0-1100-422-10-300-001-0-	250	EMERGENCY SRVS - FM - UNEMPLOYMENT COMP	$0.40
0-1100-422-10-300-001-0-	260	EMERGENCY SRVS - FM - WORKER'S COMP	$0.00
		2010 Budgetary Impact	$94.94

2011 Budgetary Impact: $413.03

Possible Funding Sources: **CO. WIDE ADM.**

Budget Office Recommendation:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1100-415-40-180-001-0

AI- 23302

COUNTY CLERK

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	111	COUNTY CLERK				87,360.00	87,360.00	0.00	0.00	0.00	8,000.00	0.00	95,360.00
0002	113	CHIEF DEPUTY				68,729.00	68,729.00	540.00	0.00	0.00	0.00	0.00	69,269.00
0003	113	OFFICE MANAGER				60,211.00	60,211.00	0.00	0.00	0.00	0.00	0.00	60,211.00
0004	113	COURTS MANAGER	13	3	50,019.00	50,019.00	50,019.00	1,680.00	0.00	0.00	0.00	0.00	51,699.00
0005	113	INTERNAL AUDITOR III	13	3	50,019.00	50,019.00	50,554.00	720.00	0.00	0.00	0.00	0.00	51,274.00
0006	**113**	**COLLECTIONS SUPERVISOR**	~~13~~ ↓ ~~12~~	~~1~~ ↓ ~~2~~	~~46,747.00~~ ↓ ~~44,799.00~~	~~46,747.00~~ ↓ ~~44,799.00~~	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
0007	113	PUBLIC INFORMATION SPECIALIST	8	5	36,271.00	36,271.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0008	113	ADMINISTRATIVE ASSISTANT III	8	1	31,815.00	31,815.00	31,815.00	0.00	0.00	0.00	0.00	0.00	31,815.00
0009	113	EXECUTIVE ASSISTANT I	11	0	38,074.00	38,074.00	39,493.00	0.00	0.00	0.00	0.00	0.00	39,493.00
0010	113	DEPUTY COUNTY CLERK III	9	4	37,969.00	37,969.00	37,969.00	1,740.00	0.00	0.00	0.00	0.00	39,709.00
0012	113	DEPUTY COUNTY CLERK II	7	6	34,613.00	34,613.00	34,613.00	0.00	0.00	0.00	0.00	0.00	34,613.00
0013	113	DEPUTY COUNTY CLERK II	7	6	34,613.00	34,613.00	34,613.00	840.00	0.00	0.00	0.00	0.00	35,453.00
0014	113	DEPUTY COUNTY CLERK II	7	6	34,613.00	34,613.00	34,971.00	600.00	0.00	0.00	0.00	0.00	35,571.00
0015	113	DEPUTY COUNTY CLERK III	9	1	34,360.00	34,360.00	34,748.00	1,200.00	0.00	0.00	0.00	0.00	35,948.00
0016	113	DEPUTY COUNTY CLERK II	7	1	29,458.00	29,458.00	29,458.00	660.00	0.00	0.00	0.00	0.00	30,118.00
0017	113	DEPUTY COUNTY CLERK II	7	2	30,489.00	30,489.00	30,489.00	0.00	0.00	0.00	0.00	0.00	30,489.00
0018	113	COLLECTIONS SPECIALIST II	7	2	30,489.00	30,489.00	30,489.00	360.00	0.00	0.00	0.00	0.00	30,849.00
0019	113	COLLECTIONS SPECIALIST II	7	2	30,489.00	30,489.00	30,489.00	420.00	0.00	0.00	0.00	0.00	30,909.00
0020	113	COLLECTIONS SPECIALIST II	7	2	30,489.00	30,489.00	30,489.00	0.00	0.00	0.00	0.00	0.00	30,489.00
0021	113	COLLECTIONS SPECIALIST II	7	2	30,489.00	30,489.00	30,489.00	480.00	0.00	0.00	0.00	0.00	30,969.00
0022	113	COLLECTIONS SPECIALIST II	7	2	30,489.00	30,489.00	30,489.00	600.00	0.00	0.00	0.00	0.00	31,089.00
0023	113	COLLECTIONS SPECIALIST II	7	2	30,489.00	30,489.00	30,489.00	540.00	0.00	0.00	0.00	0.00	31,029.00
0024	113	COLLECTIONS SPECIALIST II	7	2	30,489.00	30,489.00	30,489.00	0.00	0.00	0.00	0.00	0.00	30,489.00
0025	113	DEPUTY COUNTY CLERK I	5	5	28,792.00	28,792.00	29,012.00	420.00	0.00	0.00	0.00	0.00	29,432.00
0026	113	ADMINISTRATIVE ASSISTANT III	8	0	30,224.00	30,224.00	30,224.00	0.00	0.00	0.00	0.00	0.00	30,224.00
0027	113	DEPUTY COUNTY CLERK I	5	4	27,908.00	27,908.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00
0028	113	DEPUTY COUNTY CLERK I	5	4	27,908.00	27,908.00	27,908.00	0.00	0.00	0.00	0.00	0.00	27,908.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1100-415-40-180-001-0

AI- 23302

COUNTY CLERK

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0029	113	DEPUTY COUNTY CLERK I	5	4	27,908.00	27,908.00	27,908.00	600.00	0.00	0.00	0.00	0.00	28,508.00
0030	113	DEPUTY COUNTY CLERK I	5	4	27,908.00	27,908.00	27,908.00	420.00	0.00	0.00	0.00	0.00	28,328.00
0031	113	DEPUTY COUNTY CLERK I	5	4	27,908.00	27,908.00	27,908.00	0.00	0.00	0.00	0.00	0.00	27,908.00
0032	113	DEPUTY COUNTY CLERK I	5	4	27,908.00	27,908.00	27,908.00	0.00	0.00	0.00	0.00	0.00	27,908.00
0033	113	DEPUTY COUNTY CLERK I	5	4	27,908.00	27,908.00	27,908.00	420.00	0.00	0.00	0.00	0.00	28,328.00
0034	113	DEPUTY COUNTY CLERK I	5	0	23,993.00	23,993.00	23,993.00	0.00	0.00	0.00	0.00	0.00	23,993.00
0035	113	DEPUTY COUNTY CLERK I	5	3	27,024.00	27,024.00	27,024.00	0.00	0.00	0.00	0.00	0.00	27,024.00
0036	113	DEPUTY COUNTY CLERK I	5	3	27,024.00	27,024.00	27,024.00	300.00	0.00	0.00	0.00	0.00	27,324.00
0037	113	DEPUTY COUNTY CLERK I	5	1	25,256.00	25,256.00	25,256.00	0.00	0.00	0.00	0.00	0.00	25,256.00
0038	113	DEPUTY COUNTY CLERK I	5	3	27,024.00	27,024.00	27,024.00	600.00	0.00	0.00	0.00	0.00	27,624.00
0039	113	DEPUTY COUNTY CLERK I	5	3	27,024.00	27,024.00	27,024.00	0.00	0.00	0.00	0.00	0.00	27,024.00
0040	113	DEPUTY COUNTY CLERK I	5	2	26,140.00	26,140.00	26,140.00	0.00	0.00	0.00	0.00	0.00	26,140.00
0041	113	DEPUTY COUNTY CLERK I	5	3	27,024.00	27,024.00	27,024.00	0.00	0.00	0.00	0.00	0.00	27,024.00
0042	113	DEPUTY COUNTY CLERK I	5	3	27,024.00	27,024.00	27,024.00	0.00	0.00	0.00	0.00	0.00	27,024.00
0043	113	DEPUTY COUNTY CLERK I	5	3	27,024.00	27,024.00	27,024.00	0.00	0.00	0.00	0.00	0.00	27,024.00
0044	113	DEPUTY COUNTY CLERK I	5	1	25,256.00	25,256.00	25,256.00	0.00	0.00	0.00	0.00	0.00	25,256.00
0045	113	DEPUTY COUNTY CLERK I	5	3	27,024.00	27,024.00	27,024.00	0.00	0.00	0.00	0.00	0.00	27,024.00
0046	113	DEPUTY COUNTY CLERK I	5	3	27,024.00	27,024.00	27,024.00	0.00	0.00	0.00	0.00	0.00	27,024.00
0047	113	DEPUTY COUNTY CLERK I	5	3	27,024.00	27,024.00	27,024.00	420.00	0.00	0.00	0.00	0.00	27,444.00
0048	113	DEPUTY COUNTY CLERK I	5	3	27,024.00	27,024.00	27,024.00	0.00	0.00	0.00	0.00	0.00	27,024.00
0049	113	DEPUTY COUNTY CLERK I	5	3	27,024.00	27,024.00	27,024.00	0.00	0.00	0.00	0.00	0.00	27,024.00
0050	113	DEPUTY COUNTY CLERK I	5	3	27,024.00	27,024.00	27,024.00	0.00	0.00	0.00	0.00	0.00	27,024.00
0051	113	DEPUTY COUNTY CLERK I	5	3	27,024.00	27,024.00	27,024.00	0.00	0.00	0.00	0.00	0.00	27,024.00
0052	113	DEPUTY COUNTY CLERK I	5	3	27,024.00	27,024.00	27,024.00	0.00	0.00	0.00	0.00	0.00	27,024.00
0053	113	DEPUTY COUNTY CLERK I	5	3	27,024.00	27,024.00	27,024.00	0.00	0.00	0.00	0.00	0.00	27,024.00
0054	113	DEPUTY COUNTY CLERK I	5	0	23,993.00	23,993.00	23,993.00	0.00	0.00	0.00	0.00	0.00	23,993.00
0055	113	DEPUTY COUNTY CLERK I	5	3	27,024.00	27,024.00	27,024.00	0.00	0.00	0.00	0.00	0.00	27,024.00
0056	113	DEPUTY COUNTY CLERK I	5	3	27,024.00	27,024.00	27,024.00	0.00	0.00	0.00	0.00	0.00	27,024.00
0057	113	DEPUTY COUNTY CLERK I	5	3	27,024.00	27,024.00	27,024.00	0.00	0.00	0.00	0.00	0.00	27,024.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1100-415-40-180-001-0

AI- 23302

COUNTY CLERK

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0058	113	DEPUTY COUNTY CLERK I	5	3	27,024.00	27,024.00	27,024.00	0.00	0.00	0.00	0.00	0.00	27,024.00
0059	113	DEPUTY COUNTY CLERK I	5	3	27,024.00	27,024.00	27,024.00	0.00	0.00	0.00	0.00	0.00	27,024.00
0060	113	DEPUTY COUNTY CLERK I	5	3	27,024.00	27,024.00	27,024.00	0.00	0.00	0.00	0.00	0.00	27,024.00
0061	113	DEPUTY COUNTY CLERK I	5	3	27,024.00	27,024.00	27,024.00	0.00	0.00	0.00	0.00	0.00	27,024.00
0062	114	ASSISTANT DEPUTY COUNTY CLERK	3	3	23,169.00	23,169.00	23,169.00	0.00	0.00	0.00	0.00	0.00	23,169.00
0063	114	ASSISTANT DEPUTY COUNTY CLERK	3	1	21,653.00	21,653.00	21,653.00	0.00	0.00	0.00	0.00	0.00	21,653.00
0064	114	ASSISTANT DEPUTY COUNTY CLERK	3	1	21,653.00	21,653.00	21,653.00	0.00	0.00	0.00	0.00	0.00	21,653.00
0065	114	ASSISTANT DEPUTY COUNTY CLERK	3	0	20,570.00	20,570.00	20,800.00	0.00	0.00	0.00	0.00	0.00	20,800.00
0066	114	ASSISTANT DEPUTY COUNTY CLERK	3	1	21,653.00	21,653.00	21,653.00	0.00	0.00	0.00	0.00	0.00	21,653.00
0067	114	ASSISTANT DEPUTY COUNTY CLERK	3	2	22,411.00	22,411.00	22,411.00	0.00	0.00	0.00	0.00	0.00	22,411.00
0068	113	COLLECTIONS ANALYST	12	2	44,799.00	44,799.00	44,799.00	0.00	0.00	0.00	0.00	0.00	44,799.00
				Total	1,878,953.00	1,878,953.00	1,799,177.00	13,560.00	0.00	0.00	8,000.00	0.00	2,037,037.00

Approval to regrade a full time Collections Specialist position no. 0006, in the Classification and Compensation Plan (Job Description Index) , effective 10/11/10. Reviewed and recommended by the Classification Committee. Personnel Actions pending CC approval.

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1100-422-10-300-001-0

AI- 23302

EMERGENCY MANAGEMENT - FM

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2010 GRADE & STEP SALARY	2010 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	112	EMERGENCY SERVICES DIRECTOR				76,440.00	76,440.00	0.00	0.00	0.00	0.00	0.00	76,440.00
0002	113	DEPUTY FIRE MARSHAL	10	3	39,707.00	39,707.00	39,728.00	0.00	0.00	0.00	0.00	0.00	39,728.00
0003	113	DEPUTY FIRE MARSHAL	10	3	39,707.00	39,707.00	39,727.00	0.00	0.00	0.00	0.00	0.00	39,727.00
0004	113	DEPUTY FIRE MARSHAL	10	3	39,707.00	39,707.00	39,727.00	360.00	0.00	0.00	0.00	0.00	40,087.00
		CHIEF DEPUTY FIRE MARSHAL	**11** ↓	**1** ↓	**40,078.00** ↓	**40,078.00** ↓							
0005	**113**	~~**DEPUTY FIRE MARSHAL**~~	~~**10**~~	~~**3**~~	~~**39,707.00**~~	~~**39,707.00**~~	**39,727.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**39,727.00**
0006	113	ADMINISTRATIVE ASSISTANT II	6	5	31,096.00	31,096.00	31,096.00	0.00	0.00	0.00	0.00	0.00	31,096.00
0007	113	CLERK III	5	2	26,140.00	26,140.00	26,485.00	0.00	0.00	0.00	0.00	0.00	26,485.00
				Total	216,435.00	292,875.00	253,203.00	360.00	0.00	0.00	0.00	0.00	293,290.00

Approval to reclassify a full time position no. (0006) from Deputy Fire Marshal to Chief Deputy Fire Marshal in the Classification and Compensation Plan (Job Description Index) , effective 10/11/10. Reviewed and recommended by the Classification Committee. Personnel Actions pending CC approval.

INTERDEPARTMENTAL TRANSFER REQUEST

DATE: October 4, 2010

2010
Transfer

DEPARTMENT HEAD: RAUL SILGUERO, Jr., BUDGET OFFICER

DEPARTMENT NAME: DEPT OF BUDGET & MANAGEMENT FOR CO. CLERKS OFFICE

SUBJECT: **INTERDEPARTMENTAL TRANSFER**

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

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	Amount
FROM:		
0-1100-415-00-115-002-0-899	CO WIDE ADM-CONTINGENCY	(526.95)
TO:		
0-1100-415-40-180-001-0-113	CO. CLERK'S- REG F/T EMPLOYEES	447.82
0-1100-415-40-180-001-0-220	CO. CLERK'S- FICA	34.26
0-1100-415-40-180-001-0-230	CO. CLERK'S- RETIRMENT	42.63
0-1100-415-40-180-001-0-250	CO. CLERK'S- UNEMPLOYMENT COMP	2.24
	TOTAL BUDGET INCREASE/DECREASE	**0.00**

REASON: TRANSFER TO FUND PRORATED COST OF INCREASE IN SALARY AS A RESULT OF A REGRADE OF A COLLECTIONS SUPERVISOR POSITION, SLOT NO. 006 FROM THE COUNTY CLERK'S OFFICE. (PENDING CC APPROVAL)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

Form DBM-202

INTERDEPARTMENTAL TRANSFER REQUEST

DATE: October 4, 2010

2010
Transfer

DEPARTMENT HEAD: RAUL SILGUERO, Jr., BUDGET OFFICER

DEPARTMENT NAME: DEPT OF BUDGET & MANAGEMENT FOR FIRE MARSHALL DEPT

SUBJECT: **INTERDEPARTMENTAL TRANSFER**

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

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	Amount
FROM:		
0-1100-415-00-115-002-0-899	CO WIDE ADM-CONTINGENCY	(94.94)
TO:		
0-1100-422-10-300-001-0-113	FIRE MARSHAL- REG F/T EMPLOYEES	80.69
0-1100-422-10-300-001-0-220	FIRE MARSHAL- FICA	6.17
0-1100-422-10-300-001-0-230	FIRE MARSHAL- RETIRMENT	7.68
0-1100-422-10-300-001-0-250	FIRE MARSHAL- UNEMPLOYMENT COMP	0.40
	TOTAL BUDGET INCREASE/DECREASE	**0.00**

REASON: TRANSFER TO FUND PRORATED COST OF INCREASE IN SALARY AS A RESULT OF A RECLASSIFICATION OF A DEPUTY FIRE MARSHAL POSITION, SLOT NO. 005 FROM THEFIRE MARSHALS OFFICE. (PENDING CC APPROVAL)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

Form DBM-202

AI-23233 **18.B.1.**

Appropriation of Funds - Pct. 4 R&B from R & B Pct. 4-1/3 Paving Rev. (1200)
CC REGULAR

Date:	10/05/2010
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Sub-category:** Budget Appropriations

Information

CAPTION

Pct. #4 R&B (1200):
a. Approval of Certification of Revenues, as certified by the County Auditor for Pct. 4 R&B 1/3 Paving Revenue.
b. Approval of 2010 appropriation of funds for the Pct. 4 R&B in the total amount of $43,534.55.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1200-431-00-124-007-0-731
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Appropriation of funds in the amount of $43,534.55 to Pct. 4 R&B.

Revenue Acct. # 0-1200-341-30-124-001-0-000 "R & B Pct. 4-1/3 Paving Revenue"

Attachments

Link: Pct. 4 R & B appropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/29/2010 08:22 AM	APRV
2	Ivan Cantu	Ivan Cantu	10/01/2010 12:54 PM	APRV
3	Auditor's Office		10/01/2010 05:24 PM	NEW

Form Started By: Sylvia Solis Started On: 09/28/2010 04:43 PM

Final Approval Date: 10/01/2010

DATE: October 5, 2010

2010
Appropriation

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Dept. of Budget & Mgmt for PCT4 P/U RD

ACCOUNT NUMBER: 0-1200-431-00-124-007-0-731

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
0-1200-431-00-124-007-0-731	PCT4 P/U RD - ROADS	43,534.55
0-1200-341-30-124-001-0-000	R&B PCT.4 - 1/3 PAVING REVENUE ACCT.	43,534.55
	TOTAL BUDGET INCREASE (DECREASE)	**43,534.55**

REASON: To appropriate funding for the Pct. 4 R&B to fund road project expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

AI-23149 **19.A.4.**

Property & Casualty Insurance (Including Third Party Services)
CC REGULAR

Date:	10/05/2010
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

a. Review and recommendation to accept the sole response received from Montalvo Insurance as qualified to proceed to the next phase of the procurement process for: "Hidalgo County's Property & Casualty Insurance Policies which includes TPA Services";

b. Recommendation to accept "Premium Summary", award the proposal received from Montalvo Insurance for: Hidalgo County's Property & Casualty Insurance Policies which include TPA Services with authority to purchase said policies and services from the following companies, including, but not limited to the following: Chubb-Federal Ins.;Landmark American; Travelers-St. Paul; ACE American; Grupo Nacional Provincial; Illinois Union; Evanston Ins.; Certain Underwriters-Lloyds; Harleysville Mutual Ins. or, companies listed under ALTERNATE OFFER: One Beacon American Ins.; Great American and Travelers-St. Paul.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** X-1100-419-00-115-025-0-521

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

BUDGETARY IMPACT:

Attachments

Link: 23419 prem summary '10-'11
Link: 23419 comp chart
Link: 23419 d recomend
Link: 23149 participation log
Link: 23419 rfp recpt

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/30/2010 04:25 PM	APRV
2	Budget & Management	Sylvia Solis	10/01/2010 08:57 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	10/01/2010 11:51 AM	APRV

4	Auditor's Office	10/01/2010 05:24 PM	NEW
Form Started By: Yvette Islas		Started On: 09/22/2010 03:30 PM	
Final Approval Date: 10/01/2010			

MONTALVO INSURANCE AGENCY

OPENED 9:31 AM 9-22-10 Witnessed

TEL. (956) 968-5521 FAX (956) 969-9198

Premium Summary
2011 - 2012

Coverage	Company	Annual Premium/Fees
Commercial Property	**Chubb – Federal Insurance**	$ 376,814.00
Boiler & Machinery		Included
Terrorism		Included
Deductible Buy Back	**Landmark American**	$ 94,682.00
Public Entity Casualty Package	**Travelers – St. Paul**	$ 976,041.00
Automobile Liability & Physical Damage		Included
General Liability		Included
Employee Benefits Plan		Included
Law Enforcement Liability		Included
Public Officials & Employment Practices/Management Liability		Included
Crime		Included
Terrorism applies to General Liability, Public Officials & Law Enforcement		Included
Differences in Conditions	**ACE American**	$ 12,525.00
Kidnap & Extortion	**ACE American**	$ 3,900.00
Mexico Auto Coverage	**Grupo Nacional Provincial**	$ 3,400.00
Pollution Liability	**Illinois Union**	$ 3,790.00
Medical Malpractice Liability	**Evanston Insurance**	$ 93,455.00
Errors & Omissions District Clerk	**Certain Underwriters @ Lloyds**	$ 8,562.00
Errors & Omissions County Clerk	**Certain Underwriters @ Lloyds**	$ 6,491.00
Flood	**Harleysville Mutual Insurance**	See Page 31
Third Party Administration	**Tristar**	$ 47,000.00
	ALTERNATIVE OFFER	
Public Entity Casualty Package	**One Beacon American Insurance**	$ 915,000.00
Crime	**Great American**	$ 6,960.00
Discovery Period	**Travelers – St. Paul**	$ 328,000.00

The premium/fees have been determined upon policy changes that took place only through 9/1/10. A premium adjustment will be made for any additional vehicles, equipment, increase in property values and increase in exposures for the professional liability coverage. The premium indicated includes fees.

HIDALGO COUNTY PROPERTY & CASUALTY INSURANCE				Price Difference + -
2010-2011 Coverage Summary			2011-2012 Coverage Summary	
Type Of Coverage		**Premium/Fees**	**Premium/Fees**	
Commercial Property/Boiler Machinery- Terrorism Included	Chubb-Federal Insurance	$368,980.00	$376,814.00	+ **$7,834.00**
Wind/Hail Deductible Buy Back	Landmark America Insurance	$98,681.00	$94,682.00	- **$3,999.00**
Differences In Conditions	Ace American Insurance	$12,325.00	$12,525.00	+ **$200.00**
Kidnap/Extortion	Ace American Insurance	$3,832.00	$3,900.00	+ **$68.00**
Medical Malpractice Liability	Evanston Insurance	$93,452.78	$93,455.00	+ **$2.22**
Errors/Omissions District Clerk	Certain Underwriters @Lloyds	$8,617.00	$8,562.00	- **$55.00**
Errors/Omissions County Clerk	Certain Underwriters @Lloyds	$6,475.00	$6,491.00	+ **$16.00**
Pollution Liability	Illinois Union	$3,590.00	$3,790.00	+ **$200.00**
Automobile-Mexico	Grupo Nacional Provincial	$4,625.00	$3,400.00	- **$1225.00**
Third Party Administration	TriStar	$48,950.00	$47,000.00	- **$1,950.00**
Public Entity Casualty Package – Includes: Automobile Liability & Physical Damage General Liability Employee Benefits Plan Law Enforcement Liability Public Officials & Employment Practices/ Management Liability Crime (Terrorism is included and applies to General Liability Public Officials & Law Enforcement)	Travelers Insurance	$937,194.00	$976,041.00	+ **$38,847.00**
TOTAL PREMIUM		**$1,586,721.78**	**$1,626,660.00**	+ **$39,938.22**

MEMORANDUM

TO: **Roy Quintanilha. Safety Director, D.B.M.**

FROM: Yvette Islas, Buyer
Purchasing Department

DATE: September 28, 2010

RE: Request for Recommendation for: RFP 2010-195-09-22-YSI
Hidalgo County - "Property & Casualty Insurance (Including Third Party Administration)

We have received a sole response to the above mentioned project. Enclosed you will find a copy of the submitted proposal and a summary for your review and recommendation.

Indicate below if you DO or DO NOT recommend accepting the sole response. Please include the account number to be used and remit your response to the Purchasing Department as soon as possible.

If you have any concerns or recommendations please indicate this in the space provided below or if you require additional information please do not hesitate to contact me. Thank you.

☒ DO recommend accepting of response ☐ DO NOT recommend accepting of response

BUDGET ACCOUNT #: 1100-419-00-115-025-0-521

Recommendations/Concerns: _____

AUTHORIZED SIGNATURE	PRINTED NAME	DATE
	Roy Quintanilha	9-29-10

Submit this form to the Hidalgo County Purchasing Department
via fax: (956) 292-7612 or via e-mail:
yvette.islas@co.hidalgo.tx.us

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS

RFB-RFP-RFQ

RFP ACCEPTANCE DATE: September 22, 2010 **RFP ACCEPTANCE TIME: 9:30 A.M.**
DEPARTMENT/PROPOSAL DESCRIPTION –"HIDALGO COUNTY PROPERTY AND CASUALTY INSURANCE" (Including Third party Administration Services)
RFP NO: 2010-195-09-22-YSI

NAME OF BIDDER: COMPANY/FIRM & REPRESENTATIVE'S NAME	PROPOSAL REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP E-MAIL ADDRESS PHONE & FAX NO.s
1. McGriff Seibles Williams Joe Blasi	EM 08-31-10	Yvette Islas	EM on: 09-01-10 LSOvernight: 09-02-10	818 Town & Country Lane, Suite 500 Houston, TX 77024 Office 713-540-6565 Cell 713-213-9934 JBLASI@McGRIFF.com
2. RGV Statewide Ruben Palacios	IP 08-24-10	Yvette Islas	Picked up in Person on 09-01-10	5317 N. McColl Rd. Suite 113 McAllen, TX 78504 Cell 956-776-8287 Cell 956-429-3211 Rubenpalacios@rgvstatewideinsurance.com rpalaciosstc@yahoo.com
3. Swatner & Gordon Ins Agency Trey Tollett	TR 08-25-10 EM 08-25-10	Yvette Islas	EM on: 09-01-10 LSOvernight: 09-02-10	P. O. Box 870 500N Shoreline, Suite 200 Corpus Christi, TX 78403 Fax 361-844-0101 361-883-1711 800-756-0918 Cell 361-946-3833 JTollett@s-gins.com
4. Gary Lawrence Insurance Rhonda Crossland	TR 08-30-10 EM 08-30-10	Yvette Islas	EM on: 09-01-10 LSOvernight: 09-02-10	901 Gilmer Rd. Longview, TX 75604 garylawrence@allstate.com 903-291-0358
5. Key & Pikuran Insurance Agency Carrol Key	EM 08-31-10	Yvette Islas	EM on: 09-01-10 LSOvernight: 09-02-10	2313 Roosevelt Dr. Suite A Arlington, TX 76016 817-860-3566 ext12 800-281-2744 carrol.key@keypiskuran.com
6. Wells Fargo Insurance Services USA	EM 08-31-10	Yvette Islas	EM on: 09-01-10	2505 E Missouri El Paso, TX 79903 915-534-9457

Jim Brundage			LSOvernight: 09-02-10	Cell 915-204-5292 Fax 915-534-9431 Jim.Brundage@wellsfargo.com
7. Key Piskuran Insurance Agency Ashley Kennedy	EM 08-31-10	Yvette Islas	EM on: 09-01-10 LSOvernight: 09-02-10	2313 Roosevelt Drive, Suite A Arlington, TX 76016 817-860-3566 Fax 817-860-3584 akennedy@higginbotham.net
8. Association Insurance Manager Douglas E. Dart	EM 09-01-10	Yvette Islas	EM on: 09-01-10 LSOvernight: 09-02-10	8144 Walnut Hill Lane, Suite 500 Dallas, TX 75231 214-406-7035 ddart@aim-companies.com
9. Key & Piskuran Insurance Agency, LLC Larry W. Gallemore	EM 09-01-10	Yvette Islas	EM on: 09-01-10 LSOvernight: 09-02-10	20 Howard St. Suite 4 San Antonio, TX 76901 817-860-3566 Ext 17 800-281-2744 larry.gallemore@keypiskuran.com
10. Montalvo Insurance Ramon Montalvo	IP 09-01-10	Yvette Islas	Picked up in person on 09-01-10	208 S Texas Blvd Weslaco, TX 78596 956-698-5523
11. Bob Trevino Insurance Ramona Lopez	IP 09-01-10	Yvette Islas	Picked up in person on 09-01-10	819 N. I Road Pharr, TX 78577 956-781-7771 Fax 956-781-9318 omarcarrasco3@aol.com albob47@aol.com
12.Telaffects Paul Zicuis	EM 09-01-10 @ 10:45a	Yvette Islas	EM on: 09-01-10 FedEx: 09-02-10	300 Primera Blvd, Suite 164 Lake Mary, Florida 32746 407-936-3130 araggroup@telaffects.com
13. Alamo Insurance Group Xavier Guevara	EM 09-01-10	Yvette Islas	EM on: 09-01-10 LSOvernight: 09-02-10	3201 Cherry Ridge Suite D 405 San Antonio, TX 78230 210-524-7113 Fax 210-930-1838 jguevara@alamoinsgrp.com
14. Moore & Associates Mike Boland	EM 09-07-10	Yvette Islas	EM on: 09-07-10 LSOvernight: 09-09-10	8930 Fourwinds # 375 San Anotnio, TX 78239 830-708-8669 mikeb@maaig.com
15. Multi-Line Agency Inc. Nora Almodovar	EM 09-08-10	Yvette Islas	EM on: 09-08-10 LSOvernight: 09-09-10	3101 N. Jackson Rd McAllen, TX 78501 956-668-0202 Fax 956-668-8989 ngalmodovar@multiagency.com

16. Gallagher Public Entity, Scholastic & Nonprofit Division Diana Beaty	EM 09-13-10	Yvette Islas	EM on: 09-13-10 FedEx: 09-13-10	One Market Plaza, Spear Tower, Suite 200 San Francisco, CA 94105-1521 415-536-8434 Diana_Beaty@AJG.com
17.				
18.				
19.				
20.				

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)

HIDALGO COUNTY PURCHASING DEPARTMENT
PROPOSAL ACCEPTANCE SHEET

DEPARTMENT NAME: **HIDALGO COUNTY**

PROPOSAL ACCEPTANCE DATE: SEPTEMBER 22, 2010	**PROPOSAL ACCEPTANCE TIME:** 9:30 A.M.

DESCRIPTION OF PROPOSAL: PROPERTY AND CASUALTY INSURANCE POLICIES (Including Third Party Administrator Services)

PROPOSAL NO: 2010-195-09-22-YSI

RFP#	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT OF RFP RESPONSE
#01	**MONTALVO INSURANCE WESLACO, TEXAS**	√
#02		
#03		
#04		
#05		
#06		
#07		
#08		

AI-23271 **19.A.5.**

Hidalgo County-"Amendment" to Contract #C-10-024-05-18

CC REGULAR

Date:	10/05/2010
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Approval of an "Amendment" to Contract #C-10-024-05-18 with TDS Recycling Corporation, dba, Weslaco Scrap Metal & Tesoro Metals Recycling Company for "Hidalgo County-Sale Of Scrap Metal"(on an as needed basis) reflecting details on timeline for payment of revenues by awarded vendor to Hidalgo County and as previously approved by Commissioners Court on May 18, 2010.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact for this request and or project. Awarded company will pay revenues to Hidalgo County.
(Revenue generating project)

Attachments

Link: Contract Documentation

Link: Amendment

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/30/2010 02:16 PM	APRV
2	Budget & Management	Sylvia Solis	09/30/2010 02:56 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	09/30/2010 03:42 PM	APRV
4	Auditor's Office		10/01/2010 05:24 PM	NEW

Form Started By: Vangie Garcia — Started On: 09/29/2010 05:20 PM

Final Approval Date: 10/01/2010

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-10-024-05-18

THIS CONTRACT is made and entered into this 18TH Day Of May, 2010 by and between the County Of Hidalgo, Texas ("County"), and TDS Recycling Corporation dba Weslaco Scrap Metal & Tesoro Metals Recycling ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Sale Of Scrap Metal"** the ("Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or

otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Commissioners' Court** or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one year effective **May 18, 2010** and ending on **May 17, 2011.** Hidalgo County at its sole discretion may elect the option to extend the contract for one (1) year at the same rates, terms and conditions and may further extend an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services

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	**TDS Recycling Corporation dba** **Weslaco Scrap Metal & Tesoro Metals Recycling** **4515 N. 10th Street** **McAllen, Texas 78504**

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated without cause by County with thirty day's written notice prior to cancellation.

15. 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 _____, 2010.

COUNTY OF HIDALGO

By:_____
Rene A. Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

COMPANY: TDS Recycling Corporation dba Weslaco Scrap Metal & Tesoro Metals Recycling

By:_____

Printed Name: SCOTT CRANE

Title: PRESIDENT

APPROVED BY COMMISSIONES COURT:**05/18/2010**

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

March 8, 2010

_____

_____

_____

_____

Re: **HIDALGO COUNTY**
Request for Bids –**"SALE OF SCRAP METAL"**
Bid No: 2010-024-03-24-ERT

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626. Ext 4882 (Eric)

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/ert

Enclosures

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB)
CHECKLIST
HIDALGO COUNTY
"SALE OF SCRAP METAL"
Bid No: 2010-024-03-24-ERT

1. **Request for Bid Letter, consisting of 1 page.**
2. **Request for Bid, Legal Notice, consisting of 8 pages.**
   (Page 8 must be submitted with bid).
3. **Exhibit "A" Specifications consisting of 3 pages.**
4. **Exhibit "B" Bid Page consisting of 1 page.**
   (Must be submitted with bid).
5. **Attachment No. 1 consisting of 1 page.**
6. **Exhibit "C" Insurance Requirements consisting of 4 pages.**
   (Must be submitted with bid, if applicable).
7. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 pages.**
   (Copy of receipt and this form must be submitted with bid).
8. **Vendor/Bidder Application, consisting of 2 pages.**
   (Must be submitted with bid, if applicable).
9. **W-9 form, consisting of 4 pages.**
   (Must be submitted with bid).
10. **Certification Regarding Debarment, consist of 1 page.**
    (Must be submitted with bid).
11. **Draft Service Contract, consisting of 7 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

March 8, 2010
Date

100 E. Cano, 4th Floor, Adm. Bldg. ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Bid No: 2010-024	Buyer: Eric Trevino	Tel. No: (956) 318-2626 ext. 4882

REQUEST FOR BIDS

HIDALGO COUNTY

"SALE OF SCRAP METAL"

BID OPENING DATE:

March 24, 2010

Contact Person:

Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 - New Administration Building
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **HIDALGO COUNTY – "SALE OF SCRAP METAL"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2010-024-03-24-ERT HIDALGO COUNTY - "SALE OF SCRAP METAL"** and in County's Purchasing Department, 2812 So. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, MARCH 24, 2010. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-2010-024-03-24-ERT RFB-HIDALGO COUNTY – "SALE OF SCRAP METAL".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models

of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **HIDALGO COUNTY - "SALE OF SCRAP METAL"** 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, Auditor
  2808 South Business Hwy 281
  Edinburg, Texas 78539
  ATTN.: Accounts Payable (956) 318-2511

17. Schedule of Events

Bid Opening, 9:30 AM	**MARCH 24, 2010**
Award of Contract	_____, 2010
Commence Work or Deliver Products	_____, 2010

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in

excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

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

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas

Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or

C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For

HIDALGO COUNTY
"SALE OF SCRAP METAL"
BID NO.: 2010-024-03-24-ERT

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: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

(THIS PAGE MUST BE SUBMITTED WITH BID)

EXHIBIT "A"
HIDALGO COUNTY
"SALE OF SCRAP METAL"
BID NO. 2010-024-03-24-ERT

SPECIFICATIONS

SCOPE OF WORK:
Hidalgo County is seeking qualified companies to establish a contract for "Sale of Scrap Metal" on an "As Needed Basis".

SPECIFICATIONS, REQUIREMENTS
Vendor is responsible for, disposal or recycling of any scrap metal(s) purchased from Hidalgo County under this contract. Vendor can bid on OPTION 1, OPTION 2 or both OPTIONS.

1. Hidalgo County will sale scrap metal on an as needed basis.

2. Any recycling, reclamation, rejuvenation, disposition, or other use of material shall Comply with all federal, state, and local laws, rules, regulations, ordinances, and Pertinent policies.

3. Vendor(s) submitting bid must possess all applicable permits and licenses required (attach copies of permit(s) and license(s) with bid).

4. BID PAGE - Vendor must fill in the price per pound and the price per ton on the fee column of the Bid Page (Exhibit "B").

5. All Hidalgo County Precincts / Departments are able to utilize the services.

6. Vendor(s) must provide weight ticket to coincide with fee, and weight ticket must be submitted to the designated department user so that it can be submitted to the Budget and Auditor's Office.

7. Vendor(s) must have a (press, grinder or shredder, etc) for the aluminum and tin (e.i. license plates, etc.). Hidalgo County will take the license plates to vendor's site (shredding will be verified by Hidalgo County personnel). The vendor(s) must allow Hidalgo County access to their facility/facilities, to ensure the (e.i. license plates, etc) are being disposed of properly and not misused.

8. Vendor(s) shall have and maintain, under its direct employment and supervision, the necessary organization and facility/facilities to fulfill the services required.

9. All prices for disposition, time and labor must be taken into consideration. Such Fee must be included in the price per pound/ton.

Vendor can bid on OPTION 1, OPTION 2 or both OPTIONS.

OPTION 1: Hidalgo County will transport scrap metal(s) to vendor site(s) on an as needed basis.

OPTION 2: Vendor will pickup and remove scrap metal(s) from Hidalgo County sites on an as needed basis:

- All prices for removals, disposition, time and labor must be taken into Consideration. Such fee must be included in the price per pound/ton.
- Vendor must provide a scrap metal bin in which all scrap material will be placed in and removed by the vendor. (See Attachment No 1 for list of bin placement locations). Attachment No 1 – ONLY applies to OPTION 2.
- Hidalgo County reserves the right to add or delete any future sites for bin placement at no additional charge to Hidalgo County throughout the life of the contract and/or grace periods (See Attachment No 1).
- Vendor is responsible for safe, proper and legal transportation.

TERMS AND CONDITIONS

1. The term of the bid contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract for one (1) additional one (1) year term under the same rates, terms and conditions.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term due to any unforeseen delay in the procurement process.

3. Hidalgo County reserves the right to award to MULTIPLE vendors if the County determines it is in its best interest to do so.

4. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.

5. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

6. 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 (30) days written notice prior to cancellation.

7. All costs and expenses associated with the preparation and submission of (bid, proposals and / or quotes) shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.

8. Hidalgo County may utilize "**State Awarded Contracts**" when it is in the County best interest to do so.

9. Bidder(s) must provide and maintain proof of Automobile, General and Worker's Compensation Insurance's (Refer to Exhibit "C", insurance requirements), if applicable.

10. CIQ Questionnaire: Attached conflict of interest (Exhibit D) must be filed and recorded at Hidalgo County Clerks Office.

11. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next most qualified bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

Additional information:
Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, **AT 2802 SOUTH BUSINESS HWY 281, EDINBURG, TEXAS 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN QUESTIONS WILL BE ACCEPTED VIA EMAIL NO LATER THAN, March 17, 2010 at 5:00 p.m. at eric.trevino@co.hidalgo.tx.us . Responses to said inquiries will be sent to all applicants via facsimile by no later than March 19, 2010 at 5:00 P.M.

"EXHIBIT B"

HIDALGO COUNTY
"SALE OF SCRAP METAL"
BID NO. 2010-024-03-24-ERT

BID PAGE

DESCRIPTION	FEE
OPTION 1 - Sale of Scrap Metal	Price Per Pound:
	And
	Price Per Ton:

DESCRIPTION	FEE
OPTION 2 – Removal-Pickup and Sale of Scrap Metal	Price Per Pound:
	And
	Price Per Ton:

(1 TON = 2,000 LBS)

For example: If "Price Per Pound" is 1 cent, then "Price Per Ton" should be $20.00 (.01 x 2,000 lbs) = $20.00.

Note: Vendor can bid on OPTION 1, OPTION 2 or both OPTIONS.

Note: Vendor must fill in the price per pound and the price per ton on the fee column of the Bid Page (Exhibit "B").

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE NO/FAX NO: _____

CELL PHONE NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

Attachment No. 1

Only applies to **OPTION 2**

LIST OF BIN PLACEMENT LOCATIONS

Hidalgo County Precinct No. 1

Sunrise Hill – Weslaco, TX
Donna Collection Site
Mercedes Collection Site
Monte Alto Collection Site

Hidalgo County Precinct No. 4

Primary Recovery Center- 1101 North Doolittle Road - Edinburg, TX

Hidalgo County Sheriff's Office

Motor Pool – 711 El Cibolo Road – Edinburg, TX

*Hidalgo County reserves the right to add or delete any future sites for bin placement at no additional charge to Hidalgo County throughout the life of the contract and/or grace periods.

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

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

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

INSURERS AFFORDING COVERAGE

INSURER A:

INSURER B:

INSURER C

INSURER D

INSURER E

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE	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** **OTHER**				W/C STATU- ☐ OTHER TORY LIMITS E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional Insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 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

(Copy of receipt and this form must be submitted with bid)

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
Thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address : **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify **State Identification No._____ (Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ Date:_____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:_____Disadvantaged Business (At Least 51% Ownership)** ❒ 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.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ❒Yes ❒ No

If yes, by whom?: ❒ Texas Building & Procurement Commission ❒ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ❒ Yes ❒ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

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

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
___ - ___ - ____

or

Employer identification number
___ - _______

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

Purpose of Form

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

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

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

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

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

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

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

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

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

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

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension and Ineligibility

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

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

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

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

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

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

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

(THIS PAGE MUST BE SUBMITTED WITH BID)

EXHIBIT "B"
VENDOR'S BID

NOTE: Vendor submitted and responded to the "Option I" of the RFB-Bid Page.

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: Hidalgo County	
BID OPENING DATE: March 24, 2010	**BID OPENING TIME: 9:30 A.M.**
DESCRIPTION OF BID: "Sale of Scrap Metal"	
BID NO: 2010-024-03-24-ERT	**BUYER: Eric Trevino**

NAME OF COMPANY	OPTION 1 Hidalgo County will transport scrap metal(s) to vendor site(s) on an as needed basis		OPTION 2 Vendor will pickup and remove scrap metal(s) from Hidalgo County sites on an as needed basis:	
	Price Per Pound	Price Per Ton	Price Per Pound	Price Per Ton
TDS Recycling Corporation **DBA: Weslaco Scrap Metal and Tesoro Metals Recycling**	$.055.00	$110.00	NO BID	NO BID

THIS IS THE ONLY VENDOR THAT SUBMITTED A BID.

"EXHIBIT B"
HIDALGO COUNTY
"SALE OF SCRAP METAL"
BID NO. 2010-024-03-24-ERT
BID PAGE

DESCRIPTION	FEE
OPTION 1 - Sale of Scrap Metal	Price Per Pound: $.055
	And
	Price Per Ton: $110.00

DESCRIPTION	FEE
OPTION 2 – Removal-Pickup and Sale of Scrap Metal	Price Per Pound:
	And
	Price Per Ton:

(1 TON = 2,000 LBS)

For example: If "Price Per Pound" is 1 cent, then "Price Per Ton" should be $20.00 (.01 x 2,000 lbs) = $20.00.

Note: Vendor can bid on OPTION 1, OPTION 2 or both OPTIONS.

Note: Vendor must fill in the price per pound and the price per ton on the fee column of the Bid Page (Exhibit "B").

BIDDER/COMPANY NAME: TDS Recycling Corporation d.b.a. WESLACO SCRAP METAL / TESORO METALS RECYCLI

ADDRESS: 512 N. MIDWAY

CITY/STATE/ZIP: WESLACO, TX 78596

PHONE NO/FAX NO: 956-630-2487 / 956-682-1685 FA

CELL PHONE NO: 956-495-5000

E-MAIL ADDRESS: cranewash@AOL.com

AUTHORIZED SIGNATURE: Scott Cox

TITLE: OWNER / President

OPENED
9:53am
MAR 24 2010

Page Witnessed

EXHIBIT "C"
INSURANCE REQUIREMENTS

NOTE: Pursuant to legal's review and comments regarding the vendor's insurance compliance, does not require the "Workers Compensation" since the awarded vendor will not be stepping onto County premises.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/07/2010

PRODUCER 956.565.2481 FAX 956.565.2733
McAfee Insurance Agency
P. O. Box 625
321 Second Street
Mercedes, TX 78570

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 TDS Recycling Corporation
DBA Weslaco Scrap Metal
4515 N 10th St
McAllen, TX 78504

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Western World Ins. Co.	
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 [X] OCCUR [X] $500 Ded per claim [ ] incl LAE GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	NPP1237570	08/09/2009	08/09/2010	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 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000
A		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	NPP1237570	08/09/2009	08/09/2010	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ Included $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS / UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

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 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Murray Schlesinger/CO

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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

This Certificate of Insurance 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.

AI-21158 20.H.2.

Award of bid - Hidalgo County Sale of Scrap Metal

CC REGULAR

Date: 05/18/2010
Submitted By: Eric Trevino, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Co. Wide

Information

CAPTION

Recommending award of bid and approval of contract to sole bidder "TDS Recycling Corporation" meeting all specifications and/or requirements as attached hereto for: "Hidalgo County - Sale of Scrap Metal" Bid No. 2010-024-03-24-ERT.

BACKGROUND

There is no current contract

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-360-00-000-000-0-000
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Revenue Account:
0-1100-360-00-000-000-0-000 - Revenues to be received due to sale of scrap metal.

Attachments

Link: CONTRACT
Link: MEMO'S, PARTICIPATION LOG, BID TABULATION SHEET

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/13/2010 10:04 AM	APRV
2	Budget & Management	Erika Zamora	05/13/2010 10:40 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	05/13/2010 11:23 AM	APRV
4	Auditor's Office	Linda Fong	05/14/2010 12:07 PM	APRV

Form Started By: Eric Trevino Started On: 05/11/2010 09:54 AM
Final Approval Date: 05/14/2010

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDMENT TO CONTRACT C-10-024-05-18
FOR SALE OF SCRAP METAL

This **AMENDMENT** to the CONTRACT is made this 5th day of October, 2010 by and between **HIDALGO COUNTY, TEXAS** (the "COUNTY") and **TDS RECYCLING CORPORATION DBA WESLACO SCRAP METAL & TESORO METALS RECYCLING,** ("COMPANY").

WHEREAS, Company and County entered into a Contract dated May 18, 2010 for Hidalgo County's Sale Of Scrap Metal on an as needed basis;

WHEREAS, Company agreed to pay County for the sale of scrap metal;

WHEREAS, the specifications and or contract, as drafted, was not specific pertaining to the timeliness of payment from Company to County;

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Company hereby agree to the following amendment to the Contract:

1. Paragraph 6 of the Contract is deleted in its entirety and replaced with the following in lieu thereof:

   Company shall provide weigh tickets to County department user at time of receipt of scrap metal. Each weigh ticket so provided to County department user to specify date of receipt, time of receipt, name of department user, weight by gross of scrap metal received, tare and net of scrap metal receipt.

   As consideration for rendering the Services provided for in this Contract, the Company agrees to pay the County the amounts as specified in Exhibit "B" as attached hereto and payable against weight tickets submitted by the Company to Hidalgo County Treasurer's Office with copy to the Hidalgo County Department User, within thirty (30) days of submitting such weight tickets.

2. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect and Company and County ratify and confirm the terms and provisions of the Contract as amended.

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

TDS RECYCLING CORPORATION DBA WESLACO SCRAP METAL & TESORO METALS RECYCLING

_____

By:_____

Its:_____

HIDALGO COUNTY, TEXAS

_____

Rene Ramirez, County Judge

ATTEST:

_____

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
ATLAS & HALL, L.L.P.

By: _____

Stephen L. Crain

AI-23222 **19.A.6.**

Status/Old. Adm. Bldg.-3rd floor renovations/Status of 1st & 2nd floor renovations.

CC REGULAR

Date:	10/05/2010
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Purchasing Department
Sub-category:	Hidalgo County

Information

CAPTION

a. Status report (attached hereto and as requested by CC on 09-14-10) by Richard Sunday, Facilities Management, on the current on-going renovations to the third floor of the Adm. Bldg.;

b. Status report (attached hereto) by Richard Sunday, Facilities Management, on Adm. Bldg. general preparation/necessary projects requiring completion prior to commencement of general contractor renovations, including, but not limited to:

1. Asbestos Abatement through awarded vendor - R.L. Abatement, Inc.;
2. Elevator Modernization Project through awarded vendor - Thyssen Krupp;
3. Fire Alarm System Repair Project through awarded vendor - Firetrol;

c. Status report by project architect, Alcocer/Garcia Associates, Inc. on the (Renovation of first and Second Floors including South wing of Adm. Bldg. - 100 E. Cano, Edinburg, TX) plans and specifications of the projcet, with applicable action/approval including, but not limited to the following:

1. Proceed to advertise the project with the current approved plans/specifications;
2. Submission of timelines for project;
3. Other related issues

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #: Various

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

2006/2010 C/O proceeds would be used for renovations to Adm. Bldg., 100 E. Cano, Edinburg, TX

See attached for the expense reports for the various accounts as of 10/1/10.

Attachments

Link: email 2

Link: backup

Link: Emails 1

Link: Email 03

Link: Various CO Adm Bldg Accounts as of 10/1/10

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/01/2010 01:32 PM	APRV
2	Budget & Management	Sylvia Solis	10/01/2010 01:41 PM	APRV
3	Dale Kennan	Dale Kennan	10/01/2010 04:22 PM	APRV
4	Auditor's Office		10/01/2010 05:24 PM	NEW

Form Started By: Angela Garcia Started On: 09/28/2010 08:26 AM

Final Approval Date: 10/01/2010

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, September 16, 2010 10:11 AM
To: 'Nielda Cavazos'
Subject: FW: Hidalgo County Old Administration Building Remodel

Print and attach AI#22985
Thx

From: Edo [mailto:edo@agadc.com]
Sent: Thursday, September 16, 2010 10:04 AM
To: martha.salazar@co.hidalgo.tx.us
Subject: Hidalgo County Old Administration Building Remodel

September 16, 2010

Ms. Martha Salazar
Purchasing Agent
Hidalgo County Purchasing Department
Edinburg, Texas 78539

Re: 1st and 2nd floor Remodeling
Old Hidalgo County Administration Building
Edinburg, Texas

Dear Ms. Salazar:

We are in the process of renewing our professional liability insurance and need to know whether to list the above referenced project as 'on-going'. If not, please advise.

We are approximately 98% complete with the A/E documents. The plans and specifications are based on meetings with staff from County Judges Office and District Attorney's Office.

On May 2009, we were instructed to stop work on the project.

If project is still active, we need to schedule a meeting with staff to finalize plans and specifications.

We are available at anytime.

Eduardo Alcocer

956.607.6671

From: Richard Sunday [mailto:richard.sunday@co.hidalgo.tx.us]
Sent: Monday, September 20, 2010 12:52 PM
To: valde.guerra@co.hidalgo.tx.us
Cc: 'Martha Salazar'; seferino.garza@co.hidalgo.tx.us; 'Nelda Rios'; 'Adrian Guerra'; 'Daniel Flores'; irene.cantu@co.hidalgo.tx.us; roy.cazares@da.co.hidalgo.tx.us; 'Moises Salazar'
Subject: 3rd Flr. Renovation Project Status Report

To all concerned,
Pending on-time style/color/material selection confirmation of floor tile, RR sink countertops, RR partitions, recpt. countertops, RR cabinet sinks by the DAs office facilitated by Fac. Mgt. quote, requisition, PO and procurement, the following is the revised timeline for the 3rd Flr. Renovation Project Completion based upon recent past and current available workforce:

1) Ceiling grid half-way finished by 8 Oct. 2010.
2) When ceiling grid half-way finished, start installing lights, HVAC drops, and sprinkler drops. Ceiling grid and drops finished by 15 Oct. 2010.
3) Second coat of paint goes on before tile floor, before lighting control sensors installed, and before horns/strobes installed, correct? Second coat of paint finished by 1 Nov. 2010.
4) Lighting control sensors need installed/adjusted so lights work correctly before flooring contractor goes to work. That way they can see real well when they're leveling off the floor. Might as well install the horns/strobes at the same time, correct? Lighting control sensors and horns/strobes installed by 1 Nov. 2010
5) Whoever the flooring contractor ends up being, it will take a crew of 16 workers 3 weeks to do the floors since the floor needs so much prep work. Floors finished by 19 Nov. 2010.
6) Install ceiling tile by 1 Nov. 2010.
7) Glass installed in doors and frames, complete by 31 Oct. 2010.
8) One week for punchlist items, complete by 26 Nov. 2010.

With other obligations involving many other projects (always more in quantity than we have workers) and 15-20 new work orders received per day, out of 39 available workers (2 out on FMLA with injuries, 2 avg. out on vacation or sick) we've been able to maintain an avg. of 8-10 tradesmen on the job, or about 25% of our workforce, without sacrificing customer service and quality to the rest of the County. However, as mentioned in the last update, we've been unsuccessful obtaining Restitution and/or Community Service workers to double our workforce as was planned in the early Summer update targeting a mid to late Summer completion. Obviously, that did not come to fruition.

Concurrent with this project, we have also completed significant renovation and electrical work throughout the Old Admin. Bldg. to facilitate the Elevator Modernization Project and the Fire Alarm System Repair Project going on at the same time as this one. Please note the out-sourced 1st and 2nd Flr. Asbestos Abatement Project is scheduled to start in early October after we successfully move the County Judge's Office to the Mediplex.

Barring any Hurricanes or unforeseen delays in confirming the style/color/material of the above mentioned "submittals" typically handled by an architect on such a project but managed by us instead for a cost savings to the County, the 26 Nov. completion date should be accurate. Any questions or concerns, please do not hesitate to call.

Respectfully,
Rick Sunday, B. S. C&E, MBA
Infrastructure Systems Manager, Facilities Management
Hidalgo County, Texas, Ofc 956-289-7858, Cell 457-6116
"Lower Total Cost Solutions and Greater Productivity

in Facilities Improvement to meet Internal Customer-Focused Needs: Creating a Better Work Environment while Optimizing Tax-payer Dollars."

Nielda Cavazos

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, September 29, 2010 12:48 PM
To: 'Nielda Cavazos'; 'Rocio Villarreal'; 'Moises Salazar'; 'Darlene Betancourt'; 'Oscar Garza'
Cc: valde.guerra@co.hidalgo.tx.us; 'Monica Badillo'
Subject: FW: 3rd Flr. Renovation Project Status Report/Agenda Item #22985

Ms. Nielda:
Please attach to next week's agenda of (10-5-10) item dealing with status reports for Adm. Bldg. renovations to all floors.
Marty

From: Richard Sunday [mailto:richard.sunday@co.hidalgo.tx.us]
Sent: Tuesday, September 28, 2010 5:53 PM
To: 'Martha Salazar'
Cc: valde.guerra@co.hidalgo.tx.us; 'Monica Badillo'; 'Moises Salazar'; 'Rocio Villarreal'
Subject: RE: 3rd Flr. Renovation Project Status Report/Agenda Item #22985

Sure.

RL Abatement Asbestos Project is already included below, see "start early October after Count Judge move." It has a maximum 45 duration per the contract, so it would then be done around mid-Nov.

Regarding the Fire Alarm System Repair project, I haven't heard back from you yet about my 9 Sept. request for "temporary monitoring" set up for Firetrol. Legal is reviewing the Monitoring contract for changes and Firetrol needs to have a "temporary monitoring" set up so they can get feedback on all the devices to verify they're working, even though the Control Panel is used for such as well. That way, they can eliminate any false alarm conditions. I'm estimating that project is about half way finished. Once the monitoring is set up, the rest of the project could be completed in October.

Per TK Elevators, now that Elevator #1 and the new control room for Elevator #4 is done, it will take about a month each for Elevators #2, 3, and 4 to be finished. At that rate, Elevator #2 should be done in October, Elevator #3 in November, and Elevator #4 in December, barring any unforeseen difficulties.

Given those time frames, it would appear that January 2011 would be a good target start date for the 1st and 2nd floor renovation construction projects.

Any questions please call.

Thanks,
Rick Sunday, B. S. C&E, MBA
Infrastructure Systems Manager, Facilities Management
Hidalgo County, Texas, Ofc 956-289-7858, Cell 457-6116
"Lower Total Cost Solutions and Greater Productivity in Facilities Improvement to meet Internal Customer-Focused Needs: Creating a Better Work Environment while Optimizing Tax-payer Dollars."

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Tuesday, September 28, 2010 4:59 PM
To: 'Richard Sunday'
Cc: valde.guerra@co.hidalgo.tx.us; 'Monica Badillo'; 'Moises Salazar'; 'Rocio Villarreal'
Subject: FW: 3rd Flr. Renovation Project Status Report/Agenda Item #22985
Importance: High

Mr. Sunday:
Can you please review this report you submitted on 9-20-10? We need more detail on the next to the last paragraph in which you detail three concurrent projects: Elevator Modernization, Fire Alarm System and Asbestos Abatement (thru selected vendor RL Abatement, Inc.). Please include the timeline for these projects to be completed so to inform the architect for the bidding, contracting and renovation construction of the 1st. & 2nd. Floors.
Thanks,
Marty
PS I would like to attach any changes to this report for next week's agenda!

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Monday, September 20, 2010 2:03 PM
To: 'Angela'
Subject: FW: 3rd Flr. Renovation Project Status Report/Agenda Item #22985
Importance: High

Thanks, Ms. Angela:
Marty

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Monday, September 20, 2010 12:59 PM
To: 'Rene Ramirez'; 'ac.cuellar@co.hidalgo.tx.us'; 'The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2'; 'The Honorable Jose M. Flores, Commissioner, Hidalgo County Precinct No. 3'; 'The Honorable Oscar L. Garza Jr., Commissioner, Hidalgo County Precinct No. 4'
Cc: 'Sofia Hernandez'; 'raul.lozano@co.hidalgo.tx.us'; 'Humberto Garza'; 'yoli.cisneros@co.hidalgo.tx.us'; 'mona.parras@co.hidalgo.tx.us'; 'mingo.villarreal@co.hidalgo.tx.us'; 'gloria.beltran@co.hidalgo.tx.us'; 'Darlene Betancourt'; 'Oscar Garza'; 'Moises Salazar'; 'Rocio Villarreal'
Subject: FW: 3rd Flr. Renovation Project Status Report
Importance: High

TO ALL PARTIES:
Pursuant to a directive by the Hon. Hector "Tito" Palacios (on 9-14-10), contained below is the status report and timeline as reported by Facilities Management on the on-going third floor renovations of the former Adm. Bldg.
Respectfully forwarded,
Marty Salazar

From: Richard Sunday [mailto:richard.sunday@co.hidalgo.tx.us]
Sent: Monday, September 20, 2010 12:52 PM
To: valde.guerra@co.hidalgo.tx.us
Cc: 'Martha Salazar'; seferino.garza@co.hidalgo.tx.us; 'Nelda Rios'; 'Adrian Guerra'; 'Daniel Flores'; irene.cantu@co.hidalgo.tx.us; roy.cazares@da.co.hidalgo.tx.us; 'Moises Salazar'
Subject: 3rd Flr. Renovation Project Status Report

To all concerned,
Pending on-time style/color/material selection confirmation of floor tile, RR sink countertops, RR partitions, recpt. countertops, RR cabinet sinks by the DAs office facilitated by Fac. Mgt. quote, requisition, PO and procurement, the following is the revised timeline for the 3rd Flr. Renovation Project Completion based upon recent past and current available workforce:

1) Ceiling grid half-way finished by 8 Oct. 2010.

2) When ceiling grid half-way finished, start installing lights, HVAC drops, and sprinkler drops. Ceiling grid and drops finished by 15 Oct. 2010.
3) Second coat of paint goes on before tile floor, before lighting control sensors installed, and before horns/strobes installed, correct? Second coat of paint finished by 1 Nov. 2010.
4) Lighting control sensors need installed/adjusted so lights work correctly before flooring contractor goes to work. That way they can see real well when they're leveling off the floor. Might as well install the horns/strobes at the same time, correct? Lighting control sensors and horns/strobes installed by 1 Nov. 2010
5) Whoever the flooring contractor ends up being, it will take a crew of 16 workers 3 weeks to do the floors since the floor needs so much prep work. Floors finished by 19 Nov. 2010.
6) Install ceiling tile by 1 Nov. 2010.
7) Glass installed in doors and frames, complete by 31 Oct. 2010.
8) One week for punchlist items, complete by 26 Nov. 2010.

With other obligations involving many other projects (always more in quantity than we have workers) and 15-20 new work orders received per day, out of 39 available workers (2 out on FMLA with injuries, 2 avg. out on vacation or sick) we've been able to maintain an avg. of 8-10 tradesmen on the job, or about 25% of our workforce, without sacrificing customer service and quality to the rest of the County. However, as mentioned in the last update, we've been unsuccessful obtaining Restitution and/or Community Service workers to double our workforce as was planned in the early Summer update targeting a mid to late Summer completion. Obviously, that did not come to fruition.

Concurrent with this project, we have also completed significant renovation and electrical work throughout the Old Admin. Bldg. to facilitate the Elevator Modernization Project and the Fire Alarm System Repair Project going on at the same time as this one. Please note the out-sourced 1st and 2nd Flr. Asbestos Abatement Project is scheduled to start in early October after we successfully move the County Judge's Office to the Mediplex.

Barring any Hurricanes or unforeseen delays in confirming the style/color/material of the above mentioned "submittals" typically handled by an architect on such a project but managed by us instead for a cost savings to the County, the 26 Nov. completion date should be accurate. Any questions or concerns, please do not hesitate to call.

Respectfully,
Rick Sunday, B. S. C&E, MBA
Infrastructure Systems Manager, Facilities Management
Hidalgo County, Texas, Ofc 956-289-7858, Cell 457-6116
"Lower Total Cost Solutions and Greater Productivity in Facilities Improvement to meet Internal Customer-Focused Needs: Creating a Better Work Environment while Optimizing Tax-payer Dollars."

Martha Salazar

From: Rene Ramirez [rene.ramirez@hidalgocountyjudge.com]
To: Martha Salazar
Sent: Wednesday, September 29, 2010 4:16 PM
Subject: Read: FW: 3rd Flr. Renovation Project Status Report/Agenda Item #23222

Your message

To: Rene Ramirez; ac.cuellar@co.hidalgo.tx.us; 'The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2'; 'The Honorable Jose M. Flores, Commissioner, Hidalgo County Precinct No. 3'; 'The Honorable Oscar L. Garza Jr., Commissioner, Hidalgo County Precinct No. 4'; valde.guerra@co.hidalgo.tx.us
Cc: Sofia Hernandez; raul.lozano@co.hidalgo.tx.us; Humberto. Garza; yoli.cisneros@co.hidalgo.tx.us; Mona.Parras; mingo.villarreal@co.hidalgo.tx.us; Gloria.Beltran
Subject: FW: 3rd Flr. Renovation Project Status Report/Agenda Item #23222
Sent: Wed, 29 Sep 2010 17:05:45 -0400

was read on Wed, 29 Sep 2010 17:15:48 -0400

Martha Salazar

From: Richard Sunday [richard.sunday@co.hidalgo.tx.us]
Sent: Friday, October 01, 2010 11:38 AM
To: 'Larry Appel'
Cc: mmunos@firetrol.net; seferino.garza@co.hidalgo.tx.us; 'Martha Salazar'; valde.guerra@co.hidalgo.tx.us; 'Daniel Flores'
Subject: RE: Sprinkler Schedule

Update: Ceiling grid is 90% complete. Timing is good for Firetrol to do the Sprinkler Head Drops the week of 4 Oct. Thanks.

Rick Sunday, B. S. C&E, MBA
Infrastructure Systems Manager, Facilities Management Hidalgo County, Texas, Ofc 956-289-7858, Cell 457-6116 "Lower Total Cost Solutions and Greater Productivity in Facilities Improvement to meet Internal Customer-Focused Needs: Creating a Better Work Environment while Optimizing Tax-payer Dollars."

-----Original Message-----
From: Richard Sunday [mailto:richard.sunday@co.hidalgo.tx.us]
Sent: Wednesday, September 01, 2010 8:49 AM
To: 'Larry Appel'
Cc: 'mmunos@firetrol.net'; 'seferino.garza@co.hidalgo.tx.us'
Subject: RE: Sprinkler Schedule

Dear Mr. Appel,
Sounds great, except item #4, Sprinkler Finish Out. To do that, obviously you need the ceiling grid installed, and we're perhaps a few weeks away from starting that. I'll check the scheduling/sequencing again and let you know a fairly firm date when the ceiling grid will be 80% complete.
Respectfully,
Rick Sunday, B. S. C&E, MBA
Infrastructure Systems Manager, Facilities Management Hidalgo County, Texas, Ofc 956-289-7858, Cell 457-6116 "Lower Total Cost Solutions and Greater Productivity in Facilities Improvement to meet Internal Customer-Focused Needs: Creating a Better Work Environment while Optimizing Tax-payer Dollars."

-----Original Message-----
From: Larry Appel [mailto:lappel@firetrol.net]
Sent: Wednesday, September 01, 2010 8:25 AM
To: Richard Sunday
Cc: mmunos@firetrol.net
Subject: Sprinkler Schedule

Mr Sunday:

1) Cap Heads in Elevator Control Rooms
2) Replace 3" OS&Y valve on 3rd floor
3) Repack fire pump and repack three 6" OS&Y valves to attempt repair due to being frozen "open"

- I would like to schedule and start (this work above) next week, beginning Tuesday.

4) Sprinkler Finish Out - 3rd floor

When can we man this portion of the job?

Larry Appel
Inspection/Service Sales
Firetrol Protection Systems
11111 Landmark 35 Dr
San Antonio, TX 78233
(210)270-8400 office
(210)270-8401 fax

Martha Salazar

From: Edo [edo@agadc.com]
Sent: Friday, October 01, 2010 11:38 AM
To: martha.salazar@co.hidalgo.tx.us
Subject: Remodel of Old Administration Building- First and Second Floor

October 01, 2010

Ms. Salazar,

Per your request we have compiled an estimated time line for the above referenced project.

•Final review of Plans by Owner – Allow Two Weeks
Add two to three weeks for any plan modifications

•Four weeks for Advertisement and Receipt of Bids

•One week to review bids

•Four to Six Weeks for CC action

Estimated Time: 3.5 to 4 Months before General Contractor begins work.

AGA
Alcócer García Associates, inc.
Eduardo Alcocer
956.607.6671

(210)324-4677 mobile
www.firetrol.net
lappel@firetrol.net
TXMAS # 6-03FAC020
GSA # GS-06F-0063S

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
1336 CERT OF OBLIG,SERIES 2006							
0-1336-412-00-220-010-0-431	CO,2006-CRTHSE-BLDG&OTHR ST R&M SRV	292,404.27	.00	.00	.00	292,404.27	.00
0-1336-414-00-220-035-0-452	CO,2006-ELECTIONS-BLDG ADD & RENOV	41,579.47	.00	32,773.51	32,773.51	8,805.96	78.82
0-1336-419-00-115-073-0-452	CO,2006-ADM BLDG-100 E CANO-BLDG ADD&REN	515,164.62	.00	163,690.25	163,690.25	351,474.37	31.77
0-1336-419-40-220-027-0-431	CO,2006-FAC MGMT-BLDG&OTHR ST R&M SRV	22,965.00	.00	20,382.45	20,382.45	2,582.55	88.75
0-1336-419-40-220-043-0-452	CO,2006-ADM BLDG-100 E CANO-BLDG ADD & R	2,031,733.57	298,499.72	61,948.26	61,948.26	1,671,285.59	17.74
0-1336-441-00-340-021-0-452	CO,2006-H/D PHARR-BLDG ADD & RENOV	53,643.71	.00	.00	.00	53,643.71	.00
0-1336-441-00-340-022-0-452	CO,2006-H/D EDBG-BLDG ADD & RENOV	31,187.11	605.30	.00	.00	30,581.81	1.94
0-1336-441-00-340-023-0-452	CO,2006-H/D MCALLEN-BLDG ADD & RENOV	96,196.34	61.25	91,258.51	91,258.51	4,876.58	94.93
0-1336-441-00-340-024-0-452	CO,2006-H/D WESL-BLDG ADD & RENOV	21,054.54	61.25	.00	.00	20,993.29	.29
0-1336-441-00-340-030-0-452	CO,2006-H/D MISSION-BLDG ADD & RENOV	2,135.21	61.25	73.68	73.68	2,000.28	6.32
0-1336-441-00-340-034-0-452	CO,2006-H/D ELSA-BLDG ADD & RENOV	20,464.30	61.25	.00	.00	20,403.05	.30
0-1336-441-00-340-035-0-452	CO,2006-H/D HIDALGO-BLDG ADD & RENOV	2,104.81	61.25	.00	.00	2,043.56	2.91
0-1336-444-00-220-014-0-452	CO,2006-MANSION-BLDG ADD & RENOV	81,703.28	72,672.08	.00	.00	9,031.20	88.95
0-1336-466-00-220-041-0-452	CO,2006-PCT.1 CRC PROGRESO-BLDG ADD&RENO	5,450.00	.00	.00	.00	5,450.00	.00
1336 CERT OF OBLIG,SERIES 2006		**3,217,786.23**	**372,083.35**	**370,126.66**	**370,126.66**	**2,475,576.22**	**23.07**
1342 CERT OF OBLIG,SERIES 2010A&B							
0-1342-412-00-220-010-0-452	CO2010A&B-CRTHSE-BLDG ADD & RENOV	3,615,000.00	.00	.00	.00	3,615,000.00	.00
0-1342-419-40-220-043-0-452	CO2010A&B-ADM BLDG-100 E CANO-BLDG ADD&R	3,481,000.00	.00	.00	.00	3,481,000.00	.00
0-1342-421-00-220-045-0-452	CO2010A&B-MORGUE/OLD JUV DET-BLDG ADD&RE	760,000.00	.00	.00	.00	760,000.00	.00
1342 CERT OF OBLIG,SERIES 2010A&B		**7,856,000.00**	**.00**	**.00**	**.00**	**7,856,000.00**	**.00**
0 YEAR 0		**11,073,786.23**	**372,083.35**	**370,126.66**	**370,126.66**	**10,331,576.22**	**6.70**

AI-23261 **19.A.7.**

Elections-Sole Source Declaration & Authority to Purchase - Facilities-Amend PO#

CC REGULAR

Date:	10/05/2010
Submitted By:	Matilde Faz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

a. Elections Department:

1. Requesting exemption from competitive bidding requirements under Texas Local Government Code, Chapter 262, Section .024, (a) (7)-"an item that can be obtained from only one source";

2. Approval of a "Sole Source Declaration" with authority for Hidalgo County (elected office, departments, agencies, programs through all applicable funding sources) to purchase QAS Pro 6.45 program with Experian QAS (commencing and as required by the Elections Department) through requisition #182951 in the amount of $7,200.00-effective upon approval including the signing of required documents by County Judge or Court Member.

b. Facilities Management:

Request by Mr. Richard Sunday to approve an amendment to PO#642928-Firestrol Protection Systems, Inc. (CC approved 7-13-10) to include the short term monitoring of the on-going Fire Alarm System Repair Project at the former Administration Bldg. (100 E. Cano-Edinburg, Tx) while entire project is completed at no additional cost.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010	**ACCT. #:** 01283414001300180747
FUNDS AVAILABLE Y/N?: Yes	**MATCHING FUNDS Y/N?:** Yes

BUDGETARY IMPACT:

Attachments

Link: QAS Requisition

Link: QAS Sole Source Memorandum

Link: po

Link: QAS Letter

Link: QAS Sole Source Affidavit

Link: QAS Elections Dept. Quote

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/01/2010 05:06 PM	APRV
2	Budget & Management		10/01/2010 05:24 PM	NEW

Form Started By: Matilde Faz

Started On: 09/29/2010 03:58 PM

Final Approval Date: 10/01/2010

Requisition

Req # 00182951

PO #

Date: 09/30/10

Regular
23261
10/5/10

Bill To: x
x

Vendor : 384291
QAS LIMITED
125 SUMMER STREET SUITE 1910
BOSTON MA 02110-1615
FAX (617)385-6703

Ship To: ELECTIONS
101 S. 10TH AVENUE
EDINBURG TX 78539

Contact: TERRY TRUJILLO
956-318-2570

Contract No:

Special Instructions:
REQ # 181

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		PENDING CC SOLE SOURCE DECLARATION 10/5/10 DO NOT DUPLICATE ORDER		
1.00	LOT	ASSET #0-6 USERS QAS PRO 6.45 PLUG & GO/WINDOWS 32 BIT LICENCE PERIOD TO 08/31/11	5,100.00	5,100.00
1.00	EACH	0-6 USERS QUICK ADDRESS USA ADDRESS DATA FOR PRO / WINDOWS 32 BIT LICENCE PERIOD TO 08/31/11	.00	.00
1.00	EACH	0-6 USERS QUICK ADDRESS USA NAMES DATA FOR PRO / WINDOWS 32 BIT LICENCE PERIOD TO 8/31/11	.00	.00
1.00	LOT	0-6 USERS QAS USA DPV FOR PRO / WINDOWS 32 BIT LICENCE PERIOD 08/31/11	300.00	300.00
1.00	DAY	0-1 PROFESSIONAL SERVICES - TRAINING - PRO	1,800.00	1,800.00
		Account No	Encumbrance	
		0-1283-414-00-130-018-0-747	7,200.00	
			Freight	.00
			Total	7,200.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM
SOLE SOURCE DECLARATION

"ORDER"

To: Hidalgo County Commissioners Court

From: Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

Date: October 5, 2010

Re: "Sole Source Declaration" - QAS Ltd. (Experian)

The Hidalgo County Elections Department currently receives voter registration forms (cards) that include the voter's address. This address information is entered into the VEMAC Program, aka, Voter Registration List. In turn all address information is confirmed against the Election's Department Geographic Information System (GIS) for completeness and accuracy. It has become problematic to correctly identify partial, incomplete or otherwise erroneous address information provided on the voter registration forms.

The QAS Ltd. Expedian Pro 6.45 software product permits address verification at the point of entry thus eliminating man hours which further reduces operational costs. QAS Ltd.-Experian is the sole proprietary developer of this software at the point of entry level.

Therefore, Hidalgo County requires the acquisition of this software from QAS Ltd.-Experian.

S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Purchase Order

COUNTY OF HIDALGO

PO#: 642928

DATE: 07/14/10

VENDOR: 381071 REQ:00178715
FAX (210)270-8401 Email:
Phone:(210)270-8400
FIRETROL PROTECTION SYSTEMS, INC.
11111 LANDMARK 35 DR.
SAN ANTONIO TX 78533
Vendor Acct:

BUYER:
SHIP TO: BUDGET OFFICER
2818 S. BUSINESS HWY 281
EDINBURG TX 78539

CONTACT: VALDE GUERRA
SITE: BUDGET OFFICE

Special Instructions:
Contract No:

VENDOR NOTES

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

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		FIRETROL CONTRACT # TXMAS-6-03FAC020		
		NOTIFIER CONTRACT # GS-07F-0097W		
		APPROVED THRU C.C. 07/13/2010		
1	EACH	FACP PANEL 120VAC	1,597.32	1,597.32
2	EACH	ANNUNCIATOR	201.77	403.54
1	EACH	COMMUNICATOR TRANSMITTER	438.00	438.00
12	EACH	TRANSPONDER	392.30	4,707.60
5	EACH	CABINETS	98.70	493.50
5	EACH	CHASSIS	28.11	140.55
11	EACH	RELAY MODULE	60.21	662.31
1	EACH	GSA PREMIUM LABOR RATE "SHOP/DELIVERY" (TRAVEL TIME) ($112.50/5 HOURS PER WAY -10	1,125.00	1,125.00
1	EACH	GSA PREMIUM LABOR RATE "GSA MIX RATE" (FIRE ALARM) STANDARD @ 135.00 / 22 HOURS	2,970.00	2,970.00
1	EACH	GSA PREMIUM LABOR RATE "GSA INSIDE WIREMAN" (FIRE ALARM) STANDARD AT $154.00 / 12 HOURS	1,848.00	1,848.00
1	EACH	GSA PREMIUM LABOR RATE "GSA SYSTEM PROGRAMMER" (FIRE ALARM) STANDARD AT $167.00 / 4 HOURS	668.00	668.00
1	EACH	GSA PREMIUM LABOR RATE "GSA DESIGNER ENGINEER" (FIRE ALARM) STANDARD AT $135.00 / 4 HOURS	540.00	540.00
1	EACH	GSA PREMIUM LABOR RATE "GSA PROJECT MANAGER" (FIRE ALARM) STANDARD @ $150.00 / 6 HOURS	900.00	900.00

FILED

Authorized by: Martha L. Salazar

Purchase Order

COUNTY OF HIDALGO

PO#: 642928

DATE: 07/14/10

VENDOR: 381071 REQ:00178715
FAX (210)270-8401 Email:
Phone:(210)270-8400
FIRETROL PROTECTION SYSTEMS, INC.
11111 LANDMARK 35 DR.
SAN ANTONIO TX 78533
Vendor Acct:

BUYER:
SHIP TO: BUDGET OFFICER
2818 S. BUSINESS HWY 281
EDINBURG TX 78539

CONTACT: VALDE GUERRA
SITE: BUDGET OFFICE

Special Instructions:
Contract No:

VENDOR NOTES

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

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		16,493.82
		**********		
		For Hidalgo County use only		
		0-1336-419-00-115-073-0-452 16,493.82		
		Approved		

FILE COPY

Authorized by: Martha L. Salazar mlw

Experian QAS

Hidalgo County Purchasing Department
2802 S US Highway 281
EDINBURG TX 78539-6243

September 30, 2010

To Whom It May Concern:

This letter is to confirm that QAS Ltd is the sole provider of QuickAddress USA Names Data for Pro. This data set incorporates Experian™ consumer data with USPS® address data and allows users to look up a person's name using an address, then verify and enter both pieces of data. This data set is not available for purchase on its own and must be used in conjunction with the QAS Pro software (in the case of Hidalgo County Election Administration Office, the relevant software version is QAS Pro 6.45 Plug n Go. No distributors are authorized to resell this data set.

QAS is also the sole provider of Professional Services – Training – Pro. No other company is authorized or qualified to provide this product training.

QAS Pro 6.45 Plug n Go, QuickAddress USA Address Data for Pro and QAS USA DPV Data for Pro are manufactured by QAS Ltd under copyright and are distributed by QAS direct consultants or its authorized distributors. As of this date, QAS is the only source of licensing and support for these products available to you. QAS has a limited number of authorized distributors, but QAS confirms that a lower price is not available from any other legitimate source.

Sincerely,

Sarah Benson

Sarah Benson
Contracts Manager

Notary Signature Witnessing

Sarah Benson

Printed Name

Sarah Benson

Signature

Passport or Drivers License *(Circle ID Type & Mark through other)*

S41195061

ID #

Massachusetts

Issuing entity

10/4/2010

Exp Date

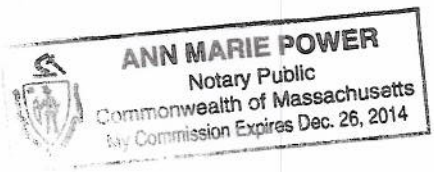
On This 1 day of Oct., 20 10, before me, the undersigned Notary Public, personally appeared Sarah Benson

proved to me through satisfactory evidence of identification, which were MA Drivers Lic.

be the person whose name is signed on the preceding or attached document in my presence

Ann Marie Power (official signature and seal of Notary)

Notary Seal/Stamp:



Notary wording from Apostilles and Certificates of Appointment; updated on 9/9/09

HIDALGO COUNTY PURCHASING DEPARTMENT
SOLE SOURCE AFFIDAVIT

THIS IS AN OFFICIAL PURCHASING DOCUMENT-RETAIN WITH PURCHASE ORDER

Before me, the undersigned official, on this day, personally appeared Sarah Benson a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed and said:

1. My name is Sarah Benson. I am over the age of 18, have never been convicted of crime and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: QAS Ltd.
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s):
   QuickAddress USA Names Data for Pro
4. Competition in providing the above named item(s), product(s), service(s) is precluded by the existence of a patent, copyright, secret process or monopoly as stated under Section 262.024(a)(7)(A), of the Local Government Code. Also, attached hereto is a sole source letter, which sets forth the reasons why this Vendor is a sole source provider (dated and signed).
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.
6. Note: This Vendor understands that by providing false information on this Sole Source Affidavit, it may be considered a non-responsible Vendor on this and future purchases and may result in discontinuations of any/all business with Hidalgo County.

Signature Sarah Benson

SWORN AND SUBSCRIBED TO under oath before me on 1st day of October, ~~2008.~~ 2010

Ann Marie Power
NOTARY PUBLIC

PRINTED NAME

ANN MARIE POWER
Notary Public
Commonwealth of Massachusetts
My Commission Expires Dec. 26, 2014

MY COMMISSION EXPIRES

COMPANY NAME: QAS Ltd
ADDRESS, CITY, STATE & ZIP CODE: 125 Summer St Ste 1910, Boston MA 02110
PHONE: 617-385-6700 NUMBER:
CONTACT NAME AND TITLE: Sarah Benson, Contracts Manager
WEB ADDRESS: qas.com EMAIL: sarah.benson@qas.com
FEDERAL TAX ID NUMBER: 98-0229366 TEXAS SALES TAX NUMBER: 19802293662

QUOTATION

IMPORTANT: This is Page 1 of 2 of the Quotation. All pages must be read in accordance with the Experian QAS Standard Terms and Conditions.

Prepared For	Veronica Lopez
Job Title	Accounting Manager
Customer Name	Hidalgo County Election Administration Office
E.I.N.	
Telephone No. (switchboard)	956-318-2570
Fax No.	

Account Reference No.	HF-8ZLTV
Quote No.	HF-A2ZQP
Quote Date	10/1/2010
Account Manager	David Raquel

Customer Address
Hidalgo County Election Administration Office
101 S 10th Ave
Edinburg TX 78539-4340

Bill to
Hidalgo County Election Administration Office
101 S 10th Ave
Edinburg TX 78539-4340

Ship to
Hidalgo County Election Administration Office
101 S 10th Ave
Edinburg TX 78539-4340

ORDER DETAILS

Licensed Materials & Services	Qty	Operating System	Order Type	Application	Initial Term	Initial Fee	Renewal Fee excl. CPI
QAS Pro 6.45 Plug & Go	6 Users	Windows 32 Bit	Full New		12 months	$7,200.00	$4,320.00
QuickAddress USA Address Data for Pro	6 Users	Windows 32 Bit	Full New		12 months	$0.00	$0.00
QAS USA DPV for Pro	6 Users	Windows 32 Bit	Full New		12 months	$0.00	$0.00
QuickAddress USA Names Data for Pro	6 Users	Windows 32 Bit	Full New		12 months	$0.00	$0.00

FINANCIAL SUMMARY

Total Cost:	**$7,200.00**	**$4,320.00**

This quotation is valid until 10/31/2010.

Initial and Renewal Fees are in US Dollars and exclude sales tax which will be added to your invoice, unless you provide a tax exemption certificate.

Your Renewal Fee may increase in accordance with Section 4.3 of the Experian QAS Standard Terms and Conditions.

The Effective Date of this Agreement is the first day of the month following the date of signature on this Quotation unless otherwise stated.

Payment Terms are strictly 30 days from date of invoice.

Upon signature of this Quotation, Customer agrees to the Fees, Services and all other terms and conditions of this Quotation, along with the Experian QAS Standard Terms and Conditions (and any relevant Data Set Licenses) which are available on our website www.qas.com/legal.

PO Number (if required): .....

Authorization Name: .....

Title: .....

Company Name: .....

Authorized Signature: .....Date:.....

PLEASE FAX BACK TO 888-882-7082

QUOTATION

IMPORTANT: This is Page 2 of 2 of the Quotation. All pages must be read in accordance with the Experian QAS Standard Terms and Conditions.

Prepared For	Veronica Lopez
Job Title	Accounting Manager
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Account Reference No.	HF-8ZLTV
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Quote Date	10/1/2010
Account Manager	David Raquel

CONTACTS AT CUSTOMER

	Name	Direct Line	Email Address
Commercial:	Veronica Lopez	956-318-2570 x5715	veronica.lopez@co.hidalgo.tx.us
Contractual:	Yvonne Ramón	956-318-2570, ext. 5712	yvonne.ramon@co.hidalgo.tx.us
Technical Support:	Joaquin Garcia	956-292-7702 c: 956.607.3804	joaquin.garcia@co.hidalgo.tx.us

CONTACTS AT EXPERIAN QAS

	Name	Direct Line	Email Address
Account Manager:	David Raquel	888-322-6201	david.raquel@qas.com
Contractual:	QAS US Contracts	617-385-6700	us.contracts@qas.com
Technical Support:	Technical Support - USA	888 712 3332	us.support@qas.com

AI-23296 **19.B.1.**

Contract & Work Authorization #1-TEDSI Insfrastructure for Pleasantview Rd.

CC REGULAR

Date:	10/05/2010
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 1

Information

CAPTION

a. Requesting approval of a Professional Service Agreement with TEDSI Infrastructure for the provision of engineering services for Hidalgo County Precint No.1 project titled "Pleasantview Rd.-City Limits (South of 11th St) to Mile 5N Rd" as approved through CC on 09/21/10 on AI#22935; and

b. Requesting acceptance and approval of Work Authorization No. 1-Professional Engineering Services for the preparation of the plans, specifications and estimates (PS&E)for Pleasantview Rd in the amount of $166,638.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1342-431-00-121-086-0-731

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

BUDGETARY IMPACT:

Funding for WA #1 in relation to Pleasantview Rd. is pending approval of interdept transfer, AI #23297 CC 10-5-10.

Attachments

Link: Contract Documentation

Link: Work Authorization #1

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/01/2010 01:56 PM	APRV
2	Budget & Management	Sylvia Solis	10/01/2010 02:03 PM	APRV
3	Ivan Cantu	Ivan Cantu	10/01/2010 04:44 PM	APRV
4	Auditor's Office		10/01/2010 05:24 PM	NEW

Form Started By: Vangie Garcia Started On: 10/01/2010 10:35 AM

Final Approval Date: 10/01/2010

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR GENERAL ENGINEERING SERVICES
Contract No. C-10-341-10-05

THIS AGREEMENT is made, by and between **HIDALGO COUNTY,** acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **TEDSI Infrastructure Group, Inc.**, professional engineers of Mission, Texas, hereinafter called the "**Engineer**".

WITNESSETH:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide **General Engineering Services** for the **Pleasantview Rd – City Limits (South of 11th St) to Mile 5N Rd** for Hidalgo County Precinct Number One.

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform general engineering, rights of way & field topographic services as stated in the articles to follow, and for having rendered such services, the **Owner** agrees to pay the **Engineer** compensation as stated in the articles to follow.

ARTICLE 2. Character and Extent of Services. This Agreement will provide for of the **Project** with the following:

2.1. Scope of Work. The **Owner** will furnish items and provide those services for the development of Work Authorizations and fulfillment of this Agreement, as identified in **EXHIBIT "A"** -***Services to be Provided by the Owner***, attached hereto and made a part of this Agreement. The **Engineer** shall render professional engineering services for the development of said Work Authorizations and fulfillment of this Agreement as identified in **EXHIBIT "B"**-***Services to be Provided by the Engineer***, attached hereto and made a part of this Agreement.

2.2 Classification of Services. For this Agreement, the professional services to be provided by the **Engineer**, as more particularly identified in **EXHIBIT "B"**, attached hereto.

2.3 Schedule of Work. The **Engineer** shall prepare a schedule of work (hereinafter referred to as "**Work Schedule**") in accordance with the terms identified in **EXHIBIT "C"**-***Work Schedule***, attached hereto and made a part of this Agreement.

ARTICLE 3. Period of Service. Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

3.1 Termination Date. This Agreement shall terminate at the completion of services as defined in Exhibit B, attached hereto. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work or during periods when work is suspended.

3.2 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the Owner shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**.

3.3 Termination of Agreement. This Agreement may be terminated by any of the following conditions:

(1) **Commitment of Current Revenues.** In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer**. The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp.1995).

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner**, upon failure of the **Engineer** to fulfill the **Engineer**'s obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner**.

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner**'s obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer**.

(5) By the **Owner** with cause upon thirty (30) days written notice to the **Engineer**.

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer**'s obligations under this Agreement, the **Owner** may take over the Work Authorization and prosecute the work to completion. In such case, the **Engineer** shall be liable to the **Owner** for any additional cost occasioned by the **Owner**.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer**, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22, and 26, hereto.

ARTICLE 4. Progress and Coordination. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer**'s services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer**'s office, the office of the **Owner**, or at other locations designated by the **Owner**. These conferences shall also include evaluation of the **Engineer**'s services and work when requested by the **Owner**.

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is

issued. The **Owner**'s comments regarding the **Engineer**'s preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the **Project** under this Agreement, the **Engineer**'s services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state, and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer**'s services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **EXHIBIT "C"**, attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer**.

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer**'s services and work and the approved **Work Schedule**, including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of Work Authorization deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation; and

(2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

ARTICLE 5. Compensation and Fees. For and in consideration of the services to be rendered by the **Engineer**, the **Owner** shall compensate the **Engineer** as follows:

5.1 ***Services.*** For and in consideration of the ***Services*** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for ***Services***, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. Payments to the **Engineer** for ***Services*** shall be made by the **Owner,** upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

5.2 ***Special Services.*** Those services that may be required to be provided by the **Engineer** as ***Special Services*** are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these ***Special Services*** rendered as required by the **Engineer**, the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereinafter

referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in **EXHIBIT "D"-*Contract Rates***, attached hereto and made a part of this Agreement, and as follows:

1. RESIDENT OR SITE ENGINEER, INSPECTOR. Actual performance of services of project site engineer, resident engineer and/or inspector, if required by **Owner**.

2. DOCUMENT COPIES. Actual performance and / or providing of additional copies (over 3) of reports; additional copies (over 3) of plans (contract drawings), specifications, and estimates (PS&E); additional copies (over 3) of bidding documents; additional copies (over 3) of as-built drawings.

3. EXTRA TRAVEL. Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.

4. EXPERT WITNESS. Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the improvements provided in each Work Authorization.

5. MISCELLANEOUS. Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor.**

ARTICLE 6. Method of Payment.

6. 1 Request for Payment. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as "**Work Authorization**") in accordance with Article 7 herein. For each **Work Authorization**, the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below. If OWNER fails to make any payment due ENGINEER for services and expenses within thirty days after receipt of ENGINEER's invoice therefore, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law,

if less) from said thirtieth day; and, in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses and charges. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

If the Work Authorization, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the Work Authorization or such portions of the Work Authorization shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization**(s) approved by the **Owner**.

6.2 Final Payment. After final completion of the work and acceptance thereof by the **Owner**, the **Engineer** shall submit a final request for payment ("**Final Request for Payment**") which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner**, the **Owner** shall pay to the **Engineer** the amount due ("**Final Payment**") under such **Final Request for Payment** in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer**'s services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer**'s services which were performed in accordance with this Agreement;

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the Work Authorization for which the **Owner** has made payment to the **Engineer**;

(4) If the **Owner**, in good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer**'s services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer**, at its sole cost, performs a sufficient portion of the **Engineer**'s services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer**'s services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer**'s services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer**'s services.

6.6 Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project**, (2) failure of the **Engineer**'s services to comply with the requirements of this Agreement or any contracts or Agreements related to the Work Authorization, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E" – *Work Authorization Form***, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner**, the needed services for the Work Authorization, as required through the course of the development of the Work Authorization. The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B"**, attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner**, the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D"**, attached hereto. The **Work Authorization** shall not waive the **Owner**'s and the **Engineer**'s responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner**, shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization**. Each executed **Work Authorization** shall become a part of this Agreement. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the Work Authorization's deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner**. The **Engineer** shall promptly notify the **Owner** of any event

that will affect completion of the **Work Authorization.** All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** shall serve as evidence of completion, on the part of the **Engineer**, of all services under this Agreement insofar as they pertain to that portion of work identified in the applicable work authorization.

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the **Owner** determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer**, and/or (3) for any other reason agreeable to the **Owner** and the **Engineer**. All supplemental agreements will be developed in the form identified in **EXHIBIT "F" – *Supplemental Agreement Form***, attached hereto and made a part of this Agreement, and incorporated herein by reference as "**Supplemental Agreement**".

If determined appropriate by the **Owner**, additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement.**

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer**.

ARTICLE 9. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing. In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional costs prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the Owner to the Engineer shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into

the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner**.

10.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner**, such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** finds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings, specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the **Engineer** will be in accordance with Article 9 hereof.

10.3 Project Delays. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer**'s control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan to enable it to reduce the construction cost the **Engineer** will be required to make such revisions or changes. These changes will be considered additional work by the **Engineer**. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof.

ARTICLE 11. Ownership and Release of Documents.

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer**; however, the Work Authorization deliverables are the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the Work Authorization without the **Owner**'s consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or

any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer**, as an additional service, at any other time requested by **Owner**. All such reproductions shall be the property of the **Owner** who may use them without the **Engineer**'s permission for any proper purpose relating to the Work Authorization, including, but not limited to, additions to or completion of the Work Authorization. Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering Practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer**, at the **Engineer**'s own expense, may retain copies of such documents or any other data under this Agreement.

11.2 Release of Documents or Information. Release of information to the public or others regarding the Work Authorization will be in accordance with the Texas Public Information Act.

ARTICLE 12. Discounts, Rebates, Refunds. In connection with procurement services rendered by the **Engineer**, if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner**. For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer**.

ARTICLE 13. Records, Accounting, Inspection. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner**. The **Engineer** shall afford the **Owner**'s authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the Work Authorization and to all of the **Engineer**'s books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement, and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner**.

ARTICLE 14. Subcontracting and Assignment. The **Engineer** shall not assign, subcontract or transfer the **Engineer**'s interest in this Agreement without the prior written consent of the **Owner**. The **Engineer** shall bind every

subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer**, and the **Owner**, do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement; provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer**'s work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner**'s commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer**'s possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as

well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner**, effectuating the purposes of this Article.

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer**'s employees assigned to the Work Authorization to communicate to the **Owner** all inventions and improvements which any of the **Engineer**'s employees, either alone or in conjunction with any of the **Owner**'s employees may conceive, make or discover during the course of or as a result of work on any Work Authorization under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** has been or is engaged at the time, and such inventions and improvements shall become the sole, exclusive property of the **Owner** without any obligation on its part to make any payment therefor in addition to any sums which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer**'s employees to work under any contract with the **Owner** concerning this Work Authorization, the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof.

ARTICLE 17. Engineer's Seal, Responsibility and Warranties.

17.1 Engineer's Seal. The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the State Board of Registration for Professional Engineers.

17.2 Engineer's Responsibility. The **Engineer** shall be responsible for the accuracy of the work performed in Work Authorizations, and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**.

The **Engineer**'s responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

17.3 Warranties.

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer**'s experience and abilities with respect to performing the **Engineer**'s services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer**'s **best** efforts, skill, judgment and abilities to design the improvements in each Work Authorization and to further the interests of the **Owner** in accordance with the **Owner**'s requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as "**PS&E**") are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the Work Authorization, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the Work Authorization, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents, covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer**'s services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement from the inception of the Agreement until the Work Authorization has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction.

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the Work Authorization; that because of such talent and training, the **Engineer** envisions the construction of the Work Authorization in its entirety, and possesses the special skills which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the improvements after acceptance by **Owner**; that as the design professional, the **Engineer** has some measure of control over any such dangerous conditions; that the **Engineer** has knowledge which will enable the **Engineer** to recognize specific dangers that may arise from the proper use of the improvements after acceptance by **Owner**; and, that the **Engineer** recognizes that any commissioners, elected officials, employees, and agents of the **Owner**, plus residents and owners of property within the area affected by the improvements are within a class of foreseeable persons who will be relying on the improvements being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the Work Authorization, the **Engineer** represents, covenants and agrees that the **PS&E** of the improvements will be accurate and free from any material errors. The **Engineer** additionally represents, covenants, and agrees to the following: that the design of the improvements will conform to its foreseeable use with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the Work Authorization; that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the improvement is designed; that the result of **Engineer's** inspection of the improvements will be suitable for purposes for which the improvements were designed; and, the improvements will be inspected in a workmanlike, professional manner and will be suitable for the Work Authorization's intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the Work Authorization, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer's** skill and knowledge in preparing such **PS&E**.

(f) In connection with the **Engineer**'s performance of procurement services hereunder, if any, the **Engineer** shall use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit the **Owner**.

ARTICLE 18. Engineer's Resources. The **Engineer** shall furnish and maintain, at the **Engineer**'s own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 Project Manager. The **Engineer** shall provide a manager **(Project Manager)** for the Work Authorization that is a registered professional engineer in the State of Texas. The **Project Manager** shall have such knowledge and experience as will enable the **Project Manager** to perform the duties required for the services under this Agreement. The **Engineer** may change the **Project Manager** during the course of the Work Authorization without prior consent of the **Owner**. If, due to situations beyond the control of the **Engineer**, the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the improvements, the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed from association with the Work Authorization when so instructed by the **Owner**. The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 Documents/Information Exchange. The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the Work Authorization. Taking into consideration that the **Owner** has a significant investment in the development of the improvements, there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient improvement. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirements outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively "**Indemnitors**") shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner**'s respective directors, elected officials, employees and agents (collectively "**Indemnitees**") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "**Liabilities**") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer**'s services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting therefrom and (2) are caused in whole or in part by any negligent act or omission of the **Engineer**, anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including, but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer**, its agents, partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner**'s negligence.

ARTICLE 20. Joint and Several Liability. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21 Insurance. The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows:

(1) Workers' Compensation, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law ("**Statutory Texas**").

(2) Commercial General Liability, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than one million dollars (**$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) Texas Business Automobile Policy, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars (**$250,000**) each person for bodily injury, five hundred thousand dollars (**$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**$100,000**) each occurrence for property damage.

(4) Professional Liability in limits of **$1,000,000** each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (***Hidalgo County* Certificate of Insurance**) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed ***Hidalgo County Certificate of Insurance*** shall be attached hereto and identified as **EXHIBIT "G"- *Hidalgo County Certificate of Insurance***. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the Work Authorization by the **Owner**.

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. Noncollusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the

Engineer has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty, the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner**'s discretion, to deduct from the ***Services Fee***, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. Payment of Franchise Tax. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such a tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner.**

ARTICLE 26. Disputes. The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER:	***Hidalgo County***	**ENGINEER:**	**TEDSI Infrastructure Group, Inc.**
	100 East Cano, 2nd Floor		**1201 E. Expressway 83**
	Edinburg, Texas 78539		**Mission TX 78572**

The address may be changed by either party by written notice, and notice so mailed shall be effective upon mailing.

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described, and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. There are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein, no modification, waiver, termination, rescission, discharge, or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner**'s rights with respect to any liabilities, whether or not liquidated, of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the **Owner**'s other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power, nor shall the **Engineer** represent that the **Engineer** has any power, to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner**.

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the **Owner** and the **Engineer** as provided by Article 8 herein.

ARTICLE 30. Signatory Warranty The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement, and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer**. The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

IN WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the _____ day of _____, **2010**.

ENGINEER:
TEDSI Infrastructure Group, Inc.

BY: _____
Jesse Salinas, Principal

OWNER:
HIDALGO COUNTY

BY: _____
Rene A. Ramirez, County Judge

ATTEST:

By: _____
Arturo Guajardo Jr., Hidalgo County Clerk

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be Provided by the Owner
EXHIBIT B	-Scope of Services to be Provided by the Engineer
EXHIBIT C	-Work Schedule
EXHIBIT D	-Engineer's Contract Rates
EXHIBIT E	-Work Authorization Form
EXHIBIT F	-Supplemental Agreement Form
EXHIBIT G	-Certificate of Insurance (*Hidalgo County*)

Approved As To Form:
Atlas & Hall, LLP

By: _____

EXHIBIT "A"

Services to be Provided by the Owner

Pleasantview Rd – City Limits (South of 11th St) to Mile 5N Rd

The following provides an outline of the services to be provided by the **Owner** in the development of the **Work Authorizations.**

The **Owner** will provide to the **Engineer** the following:

1) Prepare and execute a Purchase Order with Hidalgo County Purchasing Department
2) Authorization to the Engineer to begin work.
3) Payment for work performed by the engineer.
4) Assistance to the Engineer, as necessary, to obtain required data and information from other local, regional, and state agencies that the Engineer cannot easily obtain.
5) Secure required Environmental permits from regulatory agencies
6) Acquire additional Right of Way identified by the Engineer
7) Provide any available relevant data that may on file concerning the Project.
8) Provide timely review and decisions in response to the Engineers request for information and/or submittals and deliverables.
9) Attend and participate in progress meetings as required and as coordinated and conducted by the Engineer.
10) Advertise and award, as assisted and recommended by the Engineer, construction contracts for the PS&E developed by the Engineer.
11) Attend pre-bid and pre-construction conferences coordinated and conducted by the Engineer.
12) Review and approve monthly and final estimates, developed by the Engineer, for payment to the Contractor. Compensate and pay the Contractor for work performed as identified in the approved monthly and final estimates.
13) Provide assistance to Engineer where necessary and possible with Owner information/resources to ensure project is completed within timely/efficient basis.
14) Provide Engineer with Geotechnical Data for pavement design and thickness.

EXHIBIT "B"

Generalized Services to be Provided by the Engineer

Pleasantview Rd – City Limits (South of 11th St) to Mile 5N Rd

The engineer shall provide the following engineer services required for the preparation of the plans, specification and estimate, and related documents for the above noted project. The Engineer shall maintain a direct line of communication and coordinate very closely with the Hidalgo County.

ROUTE AND DESIGN STUDIES

1) Develop and assemble Preliminary Construction Cost Estimates at 30%, 60% and 90% milestone submittals.
2) Develop Roadway Design Criteria; help prepare the Design Summary Report.
3) Attend and participate in the Design Concept Conference.
4) Conduct additional soil core hole drilling to supplement those already collected. Utilize existing soil boring information if available.
   a) Retaining Walls
   b) Miscellaneous Structures
   c) Bridges
5) Prepare foundation information summary for all structures.
6) Develop a feasibility study, design alternative analysis and/or a geometric schematic
7) Assist in developing a public involvement plan and accomplish tasks as necessary to effectuate the plan
8) Identify existing right of way limits and locate all major utilities within the study limits.
9) Determine minimum ROW and easement requirements using the proposed typical sections and preliminary cross sections. Adjust the proposed typical sections to accommodate refinements in design of the proposed alternative. Such refinements may include widening of pavement for turn lanes, changes in side slopes to reduce ROW requirements, use of retaining walls to minimize ROW and environmental impacts, addition of the proposed pavement design section, and other changes in the roadway typical sections.
10) The ENGINEER will provide an Engineering Summary Report outlining the various design alternatives considered with reasons for selection of the preferred alternative. All of the engineering analysis and methodology used in determining the preferred alternative will be documented in the report.
11) Conduct an analysis of traffic operations (level of service) for the intersecting streets using acceptable simulation software based on traffic data provided. This analysis will be used to determine the appropriate intersection design. Diagrams will also be developed of the existing and projected traffic volumes and turning movements, to be shown on the schematic drawing.
12) Obtain traffic counts at specific locations using tube counters and or personnel to obtain traffic counts.

SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES, AND PUBLIC INVOLVEMENT

1) Prepare environmental questionnaire and associated exhibits.
2) Prepare environmental documents (categorical exclusions or assessments) including the following elements, as appropriate:
   a) Description of the existing facility
   b) Description of the proposed action including appropriate discussions of roadway construction, utility construction, right-of-way needs and funding/construction cost
   c) Explanation of the need for the project
   d) Discussion of reasonable alternatives
   e) Potential social, economic and environmental factors
      i) Social impacts (i.e. relocations/displacements, environmental justice)
      ii) Economic impacts (i.e. property values, regional and individual access,
         (1) emergency response) iii. Environmental impacts (i.e. land use, water quality, noise, air quality,
         (2) vegetation, endangered species, historic/archaeological/cultural
         (3) resources, hazardous materials/contamination)

3) Discussion of secondary impacts
4) Conclusion of findings
5) Schedule, coordinate, attend and follow-up activities for public involvement meeting(s) and/or hearing(s).
6) Prepare exhibits for the public meetings, railroads, etc. as required.
7) The ENGINEER will perform evaluations and other tasks related to permitting issues for particular locations or elements of the project.

RIGHT-OF-WAY & UTILITIES

1) Right-of-Way:
   a) Identify areas where temporary construction/driveway easements or agreements may be required.
   b) Prepare exhibits for driveway penetration agreements.
   c) Identify areas where additional rights of way or drainage easements may be required.
2) Utility Coordination:
   a) Identify & map existing and proposed utility locations. Proposed utilities will only be mapped if Microstation files depicting the proposed utilities are supplied by the utility company and they line up with the project datum and coordinate system.
   b) Coordinate and attend utility coordination meetings. Engineer to provide copies of plans and cross sections to the utility companies.
   c) Incorporate resolutions from utility coordination meetings into plans.
   d) Coordinate with utility companies to determine areas of conflicts.
   e) Provide coordination of utility adjustments with assistance from County. Provide technical assistance and meeting exhibits as needed.

FIELD SURVEYING

1) Obtain right of entry (short of litigation) to adjacent properties, as required.
2) Cross section drainage channels and drainage facilities as required.
3) Ties to existing bridges, bridge foundations, culverts and other existing drainage facilities as required.
4) Locate proposed soil core holes as drilled.
5) Establish x, y, and z coordinates of power poles, manholes and valves of various utilities, flow lines of existing sanitary sewer and storm sewer lines, and subsequent utility ties of facilities exposed by others.
6) Update planimetries to accurately reflect changes in topography due to development, erosion, etc.
7) Provide aerial survey services to produce
   a) Digital Terrain Models
   b) Digital Ortho Rectified Photos
   c) Digital planmetric
8) Re-establish project baseline and appropriate offset(s) - recover and verify.
9) Provide project ties at limits of project in order to provide adequate length to establish grades.
10) Temporary signs, traffic control, flags, safety equipment, etc. Traffic control includes services of warning sign company to provide lane closures as required for safety of survey personnel.

ROADWAY DESIGN CONTROLS

1) Grading Design
   a) Finalize horizontal and vertical alignments, and superelevation transitions of roadways based upon the approved schematic layout. Determine vertical clearances at grade separations and overpasses, taking into account the appropriate superelevation rate. Prepare Horizontal Alignment Data sheets, Horizontal Alignment Layout sheets, and Survey Control Data sheets.
   b) Prepare Project Layout sheets.
   c) Develop Typical Sections & Form 1002 for submittal & approval. Prepare Existing and Proposed Typical Section sheets.
   d) Prepare Existing Plan sheets and Planing Layout sheets.
   e) Prepare plan and profile sheets for roadway and intersecting streets as required for widening and/or reconstruction.

f) Develop Design Cross Sections - Design Cross Sections shall be submitted in electronic format and on 11" x 17" paper sheets or roll drawings. Design Cross-sections shall incorporate the following details on each section:
   i) Baseline & ROW Designations.
   ii) Existing Natural Ground, Finished Grade
   iii) .Earthwork will be calculated according to specification and calculations shown for each cross section.
   iv) Side Slope ratios.
   v) Driveways as required.
g) Determine roadway quantities, including cut and fill quantities, and prepare quantity summary sheets. Show earthwork quantities on the plan sheets and cross sections.

DRAINAGE

1) Hydraulic Drainage Study and Documentation
   a) Gather information regarding existing drainage features, facilities and watersheds.
   b) Evaluate existing drainage conditions.
   c) Develop drainage area map and discharge rates. D. Hydraulic computations
      i) Cross Drain Culverts
      ii) Channels
      iii) Storm drainage/inlets
      iv) Drainage analysis of waterways
      v) Surface Channels/Ditches
2) Layout, Structural Design and Detailing of Drainage Features
   a) Culverts replacements and or extensions
   b) Storm drains
      i) New storm drainage
      ii) Modify existing storm drains
      iii) Inlets
      iv) Manholes
      v) Trunk lines
3) Storm Water Pollution Prevention Plan (SW3P)
   a) Develop SW3P Narrative
   b) Develop separate SW3P Plans for each phase of construction. SW3P controls may include but are not limited to temporary sediment fence, construction exits, detention ponds, and rock berms.
      i) Development of plans and details for Best Management Practices (BMPs) for permanent water quality features.
      ii) Scour evaluations and preparation of scour report as needed.
      iii) Determine quantities for drainage and SW3P items and prepare Summary of Quantity sheets.

SIGNING, MARKINGS AND SIGNALIZATION

1) Develop Traffic Signal Plans as required. Prepare Traffic Signal Layout and Detail Sheets
   a) Determine quantities and prepare quantity summary sheet
      i) List of all bid items
      ii) Bid item quantities
      iii) Specification item number
      iv) Paid item description and unit of measure
   b) Basis of estimate sheet (list of materials)
   c) General notes and specification data sheet
   d) Plan sheet(s)
      i) Existing traffic control that will remain (signs and markings)
      ii) Existing utilities
      iii) Proposed highway improvements
      iv) Proposed installation
      v) Proposed additional traffic controls

vi) Proposed illumination attached to signal poles.

e) Notes for plan layout

f) Phase sequence diagram(s)
   i) Signal locations
   ii) Signal indications
   iii) Phase diagram
   iv) Signal sequence table
   v) Flashing operation (normal and emergency)
   vi) Preemption operation (when applicable)
   vii) Interval timing, cycle length and offset

g) Construction detail sheets(s)
   i) Poles (TxDOT standard sheets)
   ii) Detectors
   iii) Pull Box and conduit layout
   iv) Controller Foundation standard sheet

h) Barricade and warning sign standard sheet and any special details for work zone traffic control for special conditions

i) General Traffic Signal Requirements
   i) Contact local utility company
      (1) Confirm power source
      (2) Discuss route of aerial or underground interconnect cable (when applicable)
      (3) Adjustment of overhead utility lines
   ii) Prepare governing specifications and special provisions list
   iii) Prepare traffic signal estimate

2) Signing and Pavement Marking Plans

a) Signing and Pavement Marking Layouts, details include:
   i) Roadway layout
   ii) Center tine with station numbering
   iii) ROW lines
   iv) Culverts and other structures that present a hazard to traffic
   v) Approximate location of utilities
   vi) Existing signs to remain, to be removed, to be relocated
   vii) Proposed signs (illustrated and numbered)
   viii) Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation
   ix) Quantities of existing pavement markings to be removed
   x) Proposed delineators and object markers

b) Determine quantities and prepare Summary of Small Signs Tabulation

c) Determine quantities and prepare Summary of Large Signs Tabulation including all Guide Signs

d) Sign Detail Sheets
   i) Ail signs except route markers
   ii) Design details for large guide signs
   iii) Dimensions of letters, shields, borders, corner radii etc.
   iv) Designation of shields attached to guide signs
   v) Designation of arrow used on exit direction signs

e) Determine final pavement marking and delineation quantities and prepare Pavement Marking Summary sheet

MISCELLANEOUS (ROADWAY)

1) Retaining Walls

a) Prepare Retaining Walls Layouts and Details, possible wall types:

b) Retaining Wall Layouts (PLAN), include:
   i) Designation of reference line

ii) Beginning and ending retaining wall stations
iii) Offset from reference line
iv) Horizontal curve data
v) Total length of wall
vi) Indicate face of wall
vii) All wall dimensions and alignment relations (alignment data as necessary)
viii) Soil core hole locations
ix) uncontaminated, subsurface drainage details

c) Retaining Wall Layouts (ELEVATION), include:
i) Top of wall elevations at each joint or intervals
ii) Existing and finished ground line elevations
iii) Limits of measurement for payment
iv) Top and bottom of wall profiles and soil core hole data plotted at correct station and elevation. The plot shall be at the same scale as the wall profile. Ground water elevations and the observation date shall be shown.
v) Uncontaminated, subsurface drainage details

d) Foundation Studies shall be obtained at approximately 100 foot intervals along retaining wall alignments over soft or questionable ground. The core holes shall extend a minimum of 15 feet below the footing elevation or deeper (as soil conditions warrant). In no instance should the spacing of core holes exceed 500 feet.

e) Determine Retaining Wall Quantities and Estimate. Prepare Summary of Quantities sheet.

f) Typical Retaining Wall cross sections.

g) General Guidelines for Retaining Walls. For projects where total estimated retaining wall quantity exceeds 30,000 square feet, preliminary retaining wall layouts shall be submitted no later than 6 months prior to the Austin Division PS&E submission deadline.

2) Illumination

a) Illumination Plan Layouts
i) Roadway layout noting pavement edges, shoulders, curbs, retaining walls, etc.
ii) Center line with station numbering.
iii) ROW lines.
iv) Symbol legend. Use department standard symbols for lighting and electrical.
v) Culverts and other structures that present a hazard to traffic.
vi) Location of underground utilities, if not shown on plan profile.
vii) Location of overhead electrical tines, both crossing and parallel to ROW.
viii) Existing sign lighting circuits and roadway illumination to remain or be removed.
ix) Existing service poles, electrical circuits, ground boxes, etc.
x) Contact electric utility for service pole locations, voltage characteristics.
xi) Location of proposed roadway illumination
xii) Proposed electrical circuits.
xiii) Tabulation of all quantities including proposed, existing to be relocated, existing to be removed. The layout sheet quantities and lighting summary shall be shown. Tabulations to include estimated quantity with a column for final quantities.

b) Prepare FAA forms and letters if required.

3) Determine if intersections at the frontage roads will require re-grading to meet ADA requirements across the accessible route.

4) Widen the intersections for right turn lanes and left turn lanes as identified by the TxDOT Traffic Engineer.

5) Develop Miscellaneous Roadway Details.

6) Develop Driveway Details & Summaries. Determine and design driveways required for reconstruction to meet ADA requirements.

7) Formulate and Prepare Traffic Control Plan, Detours and Sequence of Work Narrative. Develop Traffic Control Plan (TCP) for all phases of construction. A detailed TCP shall be developed when traffic handling during construction involves complications for which a feasible solution is not covered by the current Texas MUTCD, the current Barricade and Construction (BC) Standards or the current Traffic Control Plan Standards (TCP). For the purposes of this contract,

the TCP will be developed according to the District's Guidelines for Traffic Handling. For the purposes of this contract, the traffic control plans (including temporary drainage, signing, striping and signalization) will be developed in conjunction with adjoining projects, and shall include Traffic Management System and Joint Bid Utility facilities. The Engineer shall interface and coordinate all phases of work, including the traffic control plans, with the State's consultant(s) preparing the PS&E of the proposed project immediately adjacent to this project.

a) Formulate overall Traffic Control concepts and construction sequence phases.
b) Develop Sequence of Work Narrative describing of all phases of the TCP that typically appears in the construction contract proposal. As such, the narrative is not required to appear on the individual TCP sheets.
c) Develop TCP Layouts and Details for all phases of construction. The following items are required on all TCP Layouts:
    i) The sequence of construction and method of handling traffic during each phase.
    ii) The existing and proposed traffic control devices that will be used to handle traffic during each construction sequence. Include temporary signals, regulatory signs, warning signs, construction warning signs, guide signs, route markers, construction pavement markings, channelizing devices, portable changeable message signs, flashing arrow boards, barricades, barriers, and temporary illumination.
    iii) The proposed traffic control devices (stop signs, signals, flag person, etc.) at grade intersections during each construction sequence.
    iv) Where detours are provided, typical and design cross sections shall be shown and/or provided.
    v) Road construction work hours shall be directed by the State and specified for all phases of the TCP.
d) Develop TCP quantities and prepare Summary of Quantity sheets.
e) Develop CPM Construction Schedule utilizing Suretrack Software.

8) Prepare Title Sheet and Index sheets.
9) Calculate project quantities and prepare quantity summary sheets.
10) Prepare special specifications for non-standard items, if required, and a list of special provisions to be used. New specification book will be utilized on this project.
11) Prepare general notes applicable to the project.
12) Prepare list of TxDOT Standard Drawings to be included in the plans, provide mylar of each.
13) Prepare list of right-of-way encroachments if needed.
14) Assemble plans for project milestones. Three reproducible paper (11" x 17") copies of the plans shall be submitted to the TxDOT Contract Management Office at the 30%, 60%, 90% and 95% design completion stages.
15) The 95% design completion submittal shall include those items listed in the Pharr District Checklist.
16) Attend review meetings for project milestones and make necessary revisions to the plans.
17) Upon completion of the District review of the plans, the Engineer shall assemble and furnish signed original Mylar (11" x 17") drawings which shall include all applicable standards.
18) Assemble and furnish CADD files of all project files.
19) Coordinate with County staff, TxDOT, local municipal agencies, utility companies, and subconsultants.
20) Agreements - Prepare exhibits for Utility Agreements at 30%, 60%, and 90% project review milestones. This will consist of paper copies of Plan & Profile sheets, typical sections, cross sections, traffic signal and illumination foundation locations and the title sheet. Work does not include design of utility adjustments.

BRIDGE DESIGN

1) Preparation of Structural Details
    a) New Structures
    b) Replacement Structures and Widenings
    c) Bridge Classification Culverts
        i) New Bridge Class structures as required
        ii) Modification/extension of existing structures as required
2) Preparation of Bridge Layouts (each bridge)
    a) Bridge Layouts (PLAN)
        i) Horizontal curve information or bearing of centerline.
        ii) Including horizontal, vertical, and template information of all roadways or railroads crossed.
        iii) Bearing of center line or reference line.

iv) Skew angle(s).
v) Slope for header banks and approach fills.
vi) Control stations at beginning and ending of bridge (with deck elevation), intersections, etc.
vii) Approach pavement and crown width.
viii) Bridge roadway width and curbs, face of rail, shoulders, or sidewalks.
ix) Bridge end treatments (cement stabilized backfill details, etc.)
x) Limits and type of riprap.
xi) Proposed features under structure.
xii) Location of profile grade line.
xiii) North arrow.
xiv) Typical bridge roadway section including preliminary proposed beam types and spacings.
xv) Cross slope and superelevation data.
xvi) Minimum horizontal clearances will be calculated and indicated (dimensioned) to controlling features, when applicable.
xvii) Location of soil core holes (station and offset), shown on layout.
xviii) Bent stations and bearings.
xix) Retaining wall locations.
xx) Traffic flow directional arrows.
xxi) Railing types shown (use single slope railing unless otherwise directed).
xxii) Joint types and seal size, if used.
xxiii) Beam line numbers consistent with span details.
xxiv) Critical horizontal clearances (location of railroad tracks, nearby structures and utilities).
xxv) Bearings of utilities.
xxvi) Overhead sign bridge locations, if applicable

b) Bridge Layouts (ELEVATION)
i) Type of foundation.
ii) Finished grade elevations at beginning and end of bridge,
iii) Overall length of structure.
iv) Length, type of spans and units.
v) Type of railing.
vi) Minimum calculated vertical clearance(s).
vii) Existing and proposed ground lines clearly marked.
viii) Grid elevations and stations.
ix) Bent numbers encircled.
x) Stationing of bridge compatible with grid stations.
xi) Standard title.
xii) Profile grade data.
xiii) Type of riprap.
xiv) Soil Core Hole information with penetrometer test data shall be shown on the bridge layout at correct station, elevation and scale.
xv) Dowel locations at all bents.
xvi) Column "H" heights.
xvii) Number, size and length of foundations.
xviii) Overhead sign bridge locations.

c) Additional layout requirements for waterway structures and bridge classification culverts.
i) Design and 100-year peak discharges.
ii) Design and 100-year high water (HW). (Recorded HW and date if available.)
iii) Natural and through-bridge velocities for design and 100-year floods.
iv) Calculated backwater for design and 100-year floods.
v) Direction of flow for waterway crossings.
vi) Contours for water crossing.

3) Bridge Classification Culvert, Estimate, Quantities, and Specifications (each bridge)
4) The minimum number of soil core holes shall be determined in accordance with Section 1-301 of the Bridges and Structures Foundation Exploration and Design Manual. Soil core holes shall be obtained at approximately 200 foot intervals along bridge alignments. Texas cone penetrometer (TCP) tests shall be conducted in all soil types encountered at a maximum of 10 foot intervals. If single column bents with single drilled shafts are planned, TCP values should be taken at closer intervals in the upper 15 feet.
5) Bridge Total Quantities, Cost Estimates, and Summary Sheets (each bridge)
6) Bridge Special Provisions and Specifications (each bridge)
7) Bearing seat elevations for each beam or girder. Top of cap elevations for non-beam type structures.
8) General Guidelines for Bridge Design - The Engineer shall prepare a bridge layout of each bridge structure for the District's review and approval. The bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures, Detailing Manual. Soil core hole data is not required for submission of the preliminary bridge layout. No bridge design work is to be performed until the State has given the Engineer written approval of the preliminary bridge layout. Several months may be required after the preliminary bridge layout is submitted for the District to obtain approval and/or permits from the following: TxDOT Design Division, FHWA, US Army Corps of Engineers, Texas Parks and Wildlife. Consequently, the Engineer's design contract schedule should reflect all bridge layouts being submitted at the earliest possible date, and generous review times should be associated with the submittals.
9) General Bridge Design Considerations
   a) Consider use of integral abutment in conjunction with cantilever drilled shaft wall.
   b) Provide structural evaluation for the possibility of using existing bridge drilled shafts and/or columns if the bridge is replaced.
   c) Provide recommendations for the possibility of using pre-cast caps or columns.

EXHIBIT "C"

Work Schedule

Pleasantview Rd – City Limits (South of 11th St) to Mile 5N Rd

A detailed work schedule for each **Work Authorization**, identified and more particularly described in Article 7 of this Agreement, shall be prepared by the **Engineer** to be submitted and approved by the Owner in writing for each **Work Authorization**. The work schedule will provide specific work sequence and definite review times by the **Owner** and the **Engineer** of the work performed.

The **Engineer** will diligently pursue the completion of each **Work Authorization** as defined by the milestones and deliverable due dates outlined in each **Work Authorization**'s associated work schedule.

The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established work schedule.

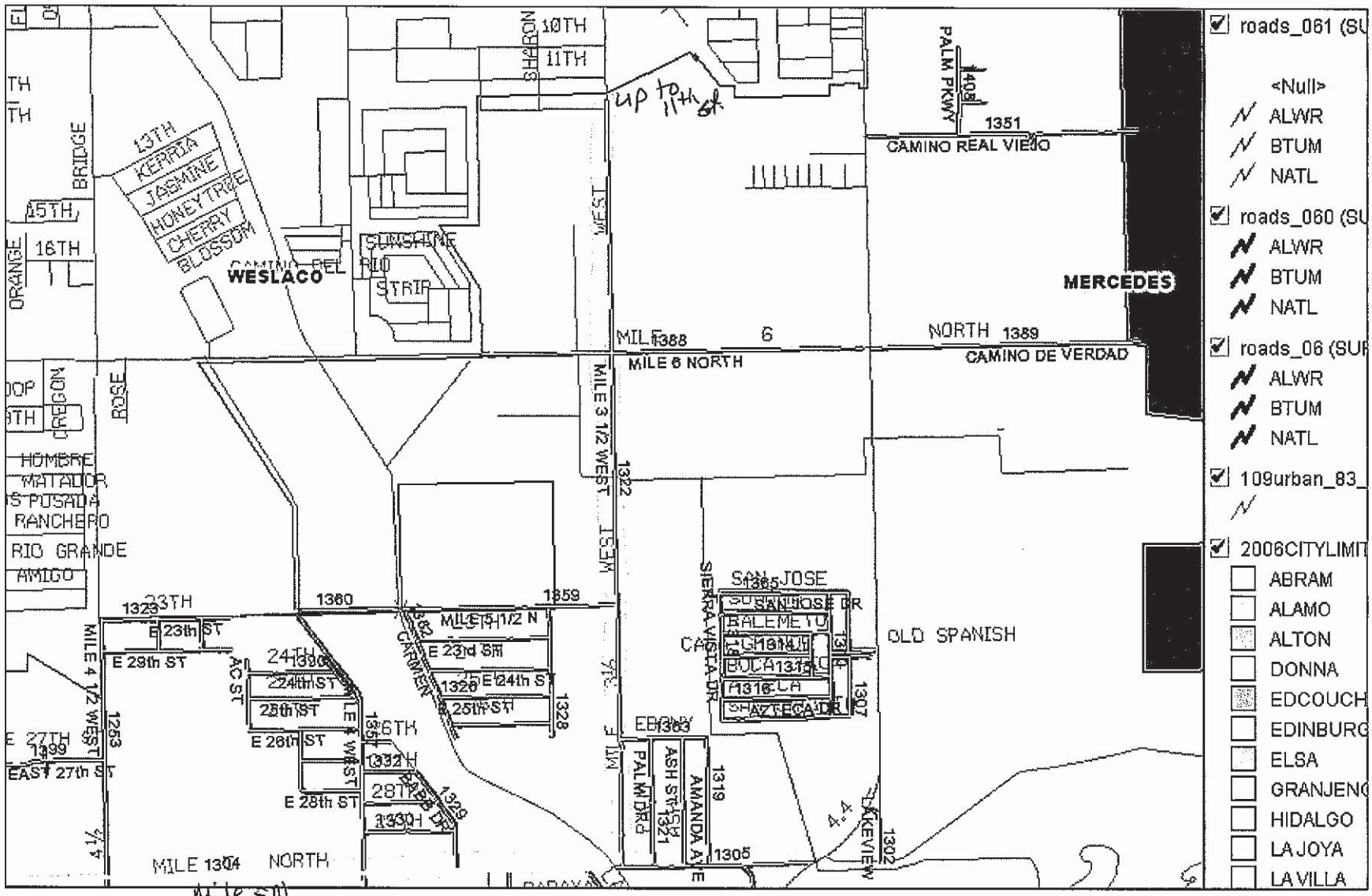

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OLD SPANISH
SAN JOSE
CAMINO REAL VIEJO
CAMINO DE VERDAD
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MILE 3 1/2 WEST
MILE 4 1/2 WEST
MILE 1304 NORTH
Mile 5N
up to 11th st
BRIDGE
ORANGE
ROSE
OREGON
HOMBRE
MATADOR
PUSADA
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RIO GRANDE
AMIGO
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EDINBURG
ELSA
GRANJENO
HIDALGO
LA JOYA
LA VILLA

EXHIBIT "D"

Engineer's Contract Rates

Pleasantview Rd – City Limits (South of 11th St) to Mile 5N Rd

LABOR

JOB DESCRIPTION	CONTRACT RATE
Engineering	
Sr. Project Manager	$243.43
Project Manager	$174.65
Sr. Engineer	$167.20
Project Engineer	$148.76
Engineer	$128.75
Sr. Engineer Designer	$120.75
Engineering Designer	$112.06
CADD Operator	$91.04
Secretary	$74.38

DIRECT EXPENSES:***

Mileage	$ Current GSA Travel Rate/Mi.
Car Rental	$ At Cost
Lodging (in state)	$ Current GSA Per Diem Rate
Meals	$ Current GSA Per Diem Rate
Air Travel	at cost
Overnight Carrier cost	$40/letter
GPS Equipment	$500/day
Copies (8 ½ x 11)	$0.10/ea
Color Copies (8 ½ x 11)	$1.00/ea
Copies (11 x 17)	$0.20/ea
Color Copies (11 x 17)	$2.00/ea
Mylar (11 x 17) Plots	$3.50/ea
Color Mylar (11 x 17) Plots	$7.00/ea
Bond Plots	$1.00/sq. ft.
Color Bond Plots	$2.50/sq. ft.
Mylar Plots	$2.50/sq. ft.
Color Mylar Plots	$5.00/sq. ft.
Photo Quality Color Plots	$12.00/sq. ft.

*** These are the anticipated non-labor rates to be used to negotiate purchase orders for special or excluded services, and/or additional work; and may be re-negotiated on a yearly basis. Other non-labor rates may be determined at time of negotiation. At the rates authorized by Hidalgo County for County Official

EXHIBIT "E"

Work Authorization Form

WORK AUTHORIZATION NO.___

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 7 of the **Agreement** made by and between the **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **TEDSI Infrastructure Group**, professional engineers of Mission, Texas, hereinafter called the "**Engineer**".

PART 1.Scope of Work. The purpose of this Work Authorization is to provide services as indicated below:

The scope of services to be provided by the **Owner** is identified in **ATTACHMENT "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 **ATTACHMENT "B"** –***Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. Estimated Cost. The estimated cost for services under this Work Authorization is $_____. This amount is based upon the costs outlined in the ***Estimated Cost Proposal*** attached hereto as **ATTACHMENT "D"**.

PART 3. Payment. Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Articles 5, 6, and 7 of the **Agreement**.

PART 4. Period of Service. This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and all work associated with this Work Authorization shall be performed within the time period identified in the ***Work Schedule*** attached hereto as **ATTACHMENT "C"**.

PART 5. Responsibilities and Obligations. This Work Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 6. Acceptance and Acknowledgement. This Work Authorization is hereby accepted and acknowledged as indicated below and effective as of _____ day of _____, 2010.

THE ENGINEER:
TEDSI INFRASTRUCTURE GROUP

BY: _____
Jesse Salinas, (Principal)

THE OWNER:
HIDALGO COUNTY

BY: _____
A.C. Cuellar Jr., (County Commissioner)

LIST OF ATTACHMENTS

ATTACHMENT "A"	-	Services to be Provided by the Owner
ATTACHMENT "B"	-	Services to be Provided by the Engineer
ATTACHMENT "C"	-	Work Schedule
ATTACHMENT "D"	-	Estimated Cost Proposal

EXHIBIT "F"

Supplemental Agreement Form

WORK AUTHORIZATION NO. __
SUPPLEMENTAL AGREEMENT NO. ___

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the **Agreement** made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **TEDSI INFRASTRUCTURE GROUP**, professional engineers of Mission, Texas, hereinafter called the "**Engineer**".

PART 1.Scope of Work. The purpose of this Work Authorization is to provide services as indicated below:

The scope of services to be provided by the **Owner** is identified in **ATTACHMENT "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 **ATTACHMENT "B"** –***Scope of Services to be Provided by the Engineer*** attached hereto.

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PART 3. Payment. Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Articles 5, 6, and 7 of the **Agreement**.

PART 4. Period of Service. This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and all work associated with this Work Authorization shall be performed within the time period identified in the ***Work Schedule*** attached hereto as **ATTACHMENT "C"**.

PART 5. Responsibilities and Obligations. This Work Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 6. Acceptance and Acknowledgement. This Work Authorization is hereby accepted and acknowledged as indicated below and effective as of _____ day of _____, 2010.

THE ENGINEER:
TEDSI INFRASTRUCTURE GROUP

BY: _____
Jesse Salinas, (Principal)

THE OWNER:
HIDALGO COUNTY

BY: _____
A.C. Cuellar Jr., (County Commissioner)

LIST OF ATTACHMENTS

ATTACHMENT "A"	-	Services to be Provided by the Owner
ATTACHMENT "B"	-	Services to be Provided by the Engineer
ATTACHMENT "C"	-	Work Schedule
ATTACHMENT "D"	-	Estimated Cost Proposal

EXHIBIT "G"

Certificate of Insurance Form – Hidalgo County

Hidalgo County
CERTIFICATE OF INSURANCE

NOTE: Copies of the endorsements listed below are not required as attachments to this certificate.

The named Engineer, Consultant or Contractor shall not commence work until he/she has obtained the minimum insurance specified in Section II, below, and obtained the following endorsements: **Hidalgo County** as an **Additional Insured** for coverages 3 and 4, and a **Waiver of Subrogation** in favor of the **Hidalgo County** under coverages 2, 3 and 4. Only certificates of insurance published by **Hidalgo County** are acceptable as proof of insurance; commercial carriers' certificates are unacceptable.

SECTION 1 IDENTIFICATION DATA

1.1 Insured Name (of Engineer, Consultant or Contractor)

1.2 Street/Mailing Address

1.3 City	1.4 State	1.5 Zip

1.6 Phone Number
Area Code ( )

SECTION II TYPE OF INSURANCE

Type	Policy Number:	Effective Date:	Expiration Date:	Limits of Liability Not Less Than:
2. ***WORKERS' COMPENSATION***				
	2.1	2.2	2.3	Statutory Texas
Endorsed with a **Waiver of Subrogation** in favor of **Hidalgo County**				
3. ***COMMERCIAL GENERAL LIABILITY***				
Bodily Injury/Property Damage	3.1	3.2	3.3	$1,000,000 combined single limit each occurrence and in the aggregate
Endorsed with **Hidalgo County** as an **Additional Insured** and endorsed with a **Waiver of Subrogation** in favor of **Hidalgo County.**				
4. ***TEXAS BUSINESS AUTOMOBILE POLICY***				
A. Bodily Injury	4.1	4.2	4.3	$250,000 ea. Person $500,000 ea. Occurrence
B. Property Damage	4.4	4.5	4.6	$100,000 ea. Occurrence
Endorsed with **Hidalgo County** as an **Additional Insured** and endorsed with a **Waiver of Subrogation** in favor of **Hidalgo County.**				
5. ***PROFESSIONAL LIABILITY***				
	5.1	5.2	5.3	$1,000,000 combined single limit each occurrence and in the aggregate

SECTION III CERTIFICATION

This Certificate of Insurance neither affirmatively or negatively amends, extends, or alters the coverage afforded by the above insurance policies issued by the insurance company named below.

Cancellation of the insurance policies shall not be made until THIRTY DAYS AFTER the undersigned agent or his/her company has sent written notices by certified mail to the Engineer, Consultant or Contractor and **Hidalgo County** .

THIS IS TO CERTIFY to **Hidalgo County** that the insurance policies above meet all the requirements stipulated above and such policies are in full force and effect.

6.1 Name of Insurance Company			7.1 Name of Authorized Agent		
6.2 Company Address			7.2 Agent's Address		
6.3 City	6.4 State	6.5 Zip	7.3 City	7.4 State	7.5 Zip
7.6 Authorized Agent's Phone No. Area Code ( )			Original Signature of Authorized Agent Date		

Hidalgo County

CERTIFICATE OF INSURANCE (Back of Form)

Hidalgo County
Certificate of Insurance Requirements

Only the Hidalgo County Certificate of Insurance (COI) forms are acceptable as proof of insurance.

The named insured on the COI and the name of the Engineer, Consultant, or Contractor, as it appears on the Agreement for Professional Services, must be the same.

The signature of the agent must be original in ink; stamped/typed/printed signatures are unacceptable.

WORKER'S COMPESATION

The following requirements apply to *WORKER'S COMPENSATION* coverage:

- If the Engineer, Consultant, or Contractor has *any* employees, in addition to himself/herself, then the Engineer, Consultant, or Contractor is required to have workers' compensation insurance.
- The word STATUTORY, under limits of liability, means that the benefits allowed under the Texas Workers' Compensation Law will be paid by the insurer.
- Relatives of the Engineer, Consultant or Contractor (spouse, sons, daughters) must be covered by workers' compensation insurance.

GROUP HEALTH insurance may not be substituted for *WORKERS' COMPENSATION* insurance.

COMMERCIAL GENERAL LIABILITY

COMMERCIAL GENERAL & PROFESSIONAL LIABILITY insurance is usually sold in only Combined Single Limit coverage. In the event the coverages are specified separately, they must be *at least* these amounts:

Bodily Injury	-	$750,000 each occurrence
Property Damage	-	$250,000 each occurrence $1,000,000 aggregate

Note: This coverage was previously known as Comprehensive General Liability insurance. Some older policies may still carry this identification. This is acceptable.

MANUFACTURERS' AND CONTRACTORS' LIABILITY insurance is not an acceptable substitute for COMMERCIAL GENERAL LIABILITY insurance.

TEXAS BUSINESS AUTOMOBILE POLICY

The coverage amount for a *TEXAS BUSINESS AUTOMOBILE POLICY* may be shown as a minimum of $1,000,000 Combined Single Limit for bodily injury and property damage by a typed or printed entry and deletion of the specific amounts listed for Bodily Injury and Property Damage.

BASIC AUTOMOBILE LIABILITY insurance is *not* an acceptable substitute for a TEXAS BUSINESS AUTOMOBILE POLICY or COMPREHENSIVE AUTOMOBILE LIABILITY insurance.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/20/2010

PRODUCER 713-463-4550 FAX 713-463-4590
Bell Insurance Group
4544 Post Oak Place, Suite 320
Houston, TX 77027

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 TEDSI Infrastructure Group, Inc.
10260 Westheimer
Suite 460
Houston, TX 77042

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: American Casualty Co.	20427
INSURER B: National Fire Ins. Co.	20478
INSURER C: Continental Casualty	20443
INSURER D: Transportation Ins. Co.	20494
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	1075066054	09/11/2010	09/11/2011	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurance) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B		AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	2097261054	09/11/2010	09/11/2011	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	$ $ $
C		EXCESS/UMBRELLA LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE X RETENTION $ 10,000	2090503299	09/11/2010	09/11/2011	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $ $ $
D		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC268980107	09/11/2010	09/11/2011	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C		OTHER Professional Liability	AEH113771047	09/11/2010	09/10/2011	Each claim $2,000,000 Aggregate $2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo is named as additional insured with respects to general liability and automobile policies, but only the specific risk and liabiities assumed under written contract with the named insured and subject to policy conditions. A blanket Additional Insured endorsement is attached to the automobile liability and general liability policies.

CERTIFICATE HOLDER

Hidalgo County
New Administration Building
2802 S. Business Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Byron Johnson/NICOLE

©ACORD CORPORATION 1988

#

HIDALGO COUNTY

Professional Engineering Services
Contract # C-10-341-10-05
Work Authorization Form

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 7of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, TEDSI Infrastructure Group, Inc., professional engineers of Mission, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is to provide Professional Design Engineering Services for construction of Pleasantview Rd – City Limits (South of 11th St) to Mile 5N Rd as indicated below:

The scope of services to be provided by the **Owner** is identified in ***ATTACHMENT "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 ***ATTACHMENT "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 **$166,638.00**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **ATTACHMENT "D".**

PART 3. PAYMENT
Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Articles 5 & 6** of the Agreement.

PART 4. FUNDING
This Work Authorization No.**1** shall be funded through funding sources:
Account No**.** _____
Requisition Number _____
(MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scope of the work authorization.

#

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION
Acknowledgement and confirmation by **Hidalgo County,** Commissioner A.C. Cuellar, Jr. as to content and detail of this **Work Authorization No. 1**.

HIDALGO COUNTY COMMISSIONER PCT. 1

BY: _____
A.C. Cuellar, Jr.

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 _____**,** 2010.

THE ENGINEER:
TEDSI Infrastructure Group, Inc.

_____
By: Jesse Salinas -Principal

THE OWNER:
HIDALGO COUNTY

_____
By: Rene A. Ramirez, County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

AI-23264 **19.C.1.**

Approval of Work Authorization No. 8 for R. Gutierrez Engineering for Morningside Off-Site Drainage Project

CC REGULAR

Date: 10/05/2010
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Category: Purchasing Department **Sub-category:** Prct. 2

Information

CAPTION

Acceptance and approval of Work Authorization No. 8 with R. Gutierrez Engineering Corporation (Contract #C-09-419-10-27), project engineer for professional surveying services for right-of-way parcels needed for the Morningside Off-Site Drainage Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1200-431-00-122-900-0-711
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding available in the amount of $3,200.00 as of 09/29/2010.

Attachments

Link: WA #8

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/30/2010 12:29 PM	APRV
2	Budget & Management	Ivan Cantu	09/30/2010 02:02 PM	APRV
3	Roland Garcia	Rolando Garcia	10/01/2010 02:52 PM	APRV
4	Auditor's Office		10/01/2010 05:24 PM	NEW

Form Started By: Yolanda Cisneros Started On: 09/29/2010 04:08 PM

Final Approval Date: 10/01/2010

HIDALGO COUNTY
Professional Engineering Services
Contract # C-09-419-10-27
Work Authorization Form

Work Authorization No. 8

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 1 of the Agreement made by and between the **HIDALGO COUNTY**, acting herein by and through Commissioner's Court, hereinafter called the "**Owner**," and, **R. GUTIERREZ ENGINEERING CORPORATION**, professional engineers of Pharr, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the **Engineer** to provide professional surveying services for right-of-way parcels needed for the Morningside Off-Site Drainage Project.

The scope of services to be provided by the **Owner** is identified in **Attachment 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 **Attachment 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 included in **Attachment D – Proposed Fee**. The actual amount payable for services under this Work Authorization will be in accordance with Article 6.

PART 3. PAYMENT
Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article 9.

PART 4. FUNDING
This Work Authorization No. 8 shall be funded through funding source:

Account No. 0-1200-431-00-122-900-0-711

Requisition No. _____ (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 shall terminate upon completion of the scope of services of the work as provided in Article 4.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACCEPTANCE AND ACKNOWLEDGEMENT
This Work Authorization is hereby accepted and acknowledged as indicated below and effective as of ___ day of _____, 2010.

ENGINEER:

R. Gutierrez Engineering Corporation

By: _____
Name: Ramiro Gutierrez, P.E.
Title: President

OWNER:

COUNTY OF HIDALGO

By: _____
Name: Hector "Tito" Palacios
Title: Commissioner Pct. No. 2

By: _____
Name: Rene A. Ramirez
Title: County Judge

LIST OF ATTACHMENTS

EXHIBIT A – Services to be Provided by the Owner
EXHIBIT B – Services to be Provided by the Engineer
EXHIBIT C – Work Schedule
EXHIBIT D – Proposed Fee

HIDALGO COUNTY
Professional Engineering Services
Contract # C-09-419-10-27

Work Authorization No. 8

EXHIBIT A
Services to be Provided by the Owner

The following provides an outline of the services to be provided by the **Owner** in the development of the **Project**.

General
The **Owner** will provide to the **Engineer** the following:

(1) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 5 and Article 6, both of this Agreement.

(2) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.

(3) Provide any available relevant data the **Owner** may have on file concerning the project.

(4) Provide timely review and decisions in response to the **Engineer**'s request for information and/or required submittals and deliverables.

(5) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.

(6) Assist **Engineer** with obtaining permission to enter on properties for the purpose of surveying and engineering investigations for the project.

(7) If requested, obtain Title Report of property to be surveyed.

HIDALGO COUNTY
Professional Engineering Services
Contract # C-09-419-10-27
Work Authorization Form

Work Authorization No. 8

EXHIBIT B
Services to be Provided by the Engineer

The following provides an outline of the services to be provided by the **Engineer** in the development of the **Project.**

The **Engineer** will provide to the **Owner** the following:

Boundary Survey

The Engineer will secure written permission to enter private property for the purpose of performing surveying services.

The Engineer, utilizing the services of a Registered Public Land Surveyor, will develop a boundary survey for the Owner to use in acquiring rights to the property. The surveyor will utilize ownership information obtained from an independent contractor or provided by the Owner in developing the boundary survey. The surveyor will perform field surveying to establish the existing boundary lines and easement boundaries. The surveyor will prepare field notes and parcel sketches, signed and sealed by a Registered Professional Land Surveyor, for the property surveyed. The surveyor will perform any necessary revisions to the boundary survey, field notes and parcel sketches as may be required.

HIDALGO COUNTY
Professional Engineering Services
Contract # C-09-419-10-27
Work Authorization Form

Work Authorization No. 8

EXHIBIT C
Work Schedule

The schedule for the work in this Work Authorization shall commence on the date of execution of this Work Authorization and continue for:

(1) a period which may reasonably be required for performing the boundary surveying services called for as described in Exhibit B of this Work Authorization including any extra work and any required additions thereto; or

(2) a period extending 12 months after the completion of the services called for as described in Exhibit B of this Work Authorization.

The final acceptance by the Owner of each phase of work on the Project shall serve as evidence of completion of that phase of work on the Project.

Exhibit D

Boundary Survey

Estimated Fee

TASK	COST
Boundary Survey Services Fee	
BOUNDARY SURVEY (1 Parcel)	$2,400
TITLE REPORT (1 Parcel)	$800
TOTAL (Suveying Services Fee)	**$3,200**

AI-23284 **19.C.2.**

Approval of WA #9-R. Gutierrez Eng.-Rodriguez Street Project
CC REGULAR

Date: 10/05/2010
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Category: Purchasing Department **Sub-category:** Prct. 2

Information

CAPTION

Acceptance and approval of Work Authorization No.9 with R. Gutierrez Engineering Corporation (Contract #C-09-419-10-27), project engineer for professional surveying services for right-of-way parcels needed for Rodriguez Street Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1200-431-00-122-006-0-711
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding available in the amount of $21,200.00 as of 09/30/2010

Attachments

Link: WA #9

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/01/2010 11:43 AM	APRV
2	Budget & Management	Ivan Cantu	10/01/2010 01:26 PM	APRV
3	Roland Garcia	Rolando Garcia	10/01/2010 02:58 PM	APRV
4	Auditor's Office	Angela Garcia	10/01/2010 05:24 PM	APRV

Form Started By: Yolanda Cisneros Started On: 09/30/2010 02:42 PM

Final Approval Date: 10/01/2010

HIDALGO COUNTY
Professional Engineering Services
Contract # C-09-419-10-27
Work Authorization Form

Work Authorization No. 9

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 1 of the Agreement made by and between the **HIDALGO COUNTY**, acting herein by and through Commissioner's Court, hereinafter called the "**Owner**," and, **R. GUTIERREZ ENGINEERING CORPORATION**, professional engineers of Pharr, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the **Engineer** to provide professional surveying services for right-of-way parcels needed for the Rodriguez Street Project.

The scope of services to be provided by the **Owner** is identified in **Attachment 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 **Attachment 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 included in **Attachment D – Proposed Fee**. The actual amount payable for services under this Work Authorization will be in accordance with Article 6.

PART 3. PAYMENT
Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article 9.

PART 4. FUNDING
This Work Authorization No. 9 shall be funded through funding source:

Account No. 0-1200-431-00-122-006-0-711

Requisition No. _____ (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 shall terminate upon completion of the scope of services of the work as provided in Article 4.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACCEPTANCE AND ACKNOWLEDGEMENT
This Work Authorization is hereby accepted and acknowledged as indicated below and effective as of ___ day of _____, 2010.

ENGINEER:

R. Gutierrez Engineering Corporation

By: _____, P.E.
Name: Ramiro Gutierrez, P.E.
Title: President

OWNER:

COUNTY OF HIDALGO

By: _____
Name: Hector "Tito" Palacios
Title: Commissioner Pct. No. 2

By: _____
Name: Rene A. Ramirez
Title: County Judge

LIST OF ATTACHMENTS

EXHIBIT A – Services to be Provided by the Owner
EXHIBIT B – Services to be Provided by the Engineer
EXHIBIT C – Work Schedule
EXHIBIT D – Proposed Fee

HIDALGO COUNTY
Professional Engineering Services
Contract # C-09-419-10-27

Work Authorization No. 9

EXHIBIT A
Services to be Provided by the Owner

The following provides an outline of the services to be provided by the **Owner** in the development of the **Project**.

General
The **Owner** will provide to the **Engineer** the following:

(1) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 5 and Article 6, both of this Agreement.

(2) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.

(3) Provide any available relevant data the **Owner** may have on file concerning the project.

(4) Provide timely review and decisions in response to the **Engineer**'s request for information and/or required submittals and deliverables.

(5) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.

(6) Assist **Engineer** with obtaining permission to enter on properties for the purpose of surveying and engineering investigations for the project.

(7) If requested, obtain Title Report of property to be surveyed.

HIDALGO COUNTY
Professional Engineering Services
Contract # C-09-419-10-27
Work Authorization Form

Work Authorization No. 9

EXHIBIT B
Services to be Provided by the Engineer

The following provides an outline of the services to be provided by the **Engineer** in the development of the **Project.**

The **Engineer** will provide to the **Owner** the following:

Boundary Survey

The Engineer will secure written permission to enter private property for the purpose of performing surveying services.

The Engineer, utilizing the services of a Registered Public Land Surveyor, will develop a boundary survey for the Owner to use in acquiring rights to the property. The surveyor will utilize ownership information obtained from an independent contractor or provided by the Owner in developing the boundary survey. The surveyor will perform field surveying to establish the existing boundary lines and easement boundaries. The surveyor will prepare field notes and parcel sketches, signed and sealed by a Registered Professional Land Surveyor, for the property surveyed. The surveyor will perform any necessary revisions to the boundary survey, field notes and parcel sketches as may be required.

HIDALGO COUNTY
Professional Engineering Services
Contract # C-09-419-10-27
Work Authorization Form

Work Authorization No. 9

EXHIBIT C
Work Schedule

The schedule for the work in this Work Authorization shall commence on the date of execution of this Work Authorization and continue for:

(1) a period which may reasonably be required for performing the boundary surveying services called for as described in Exhibit B of this Work Authorization including any extra work and any required additions thereto; or

(2) a period extending 12 months after the completion of the services called for as described in Exhibit B of this Work Authorization.

The final acceptance by the Owner of each phase of work on the Project shall serve as evidence of completion of that phase of work on the Project.

Exhibit D

Boundary Survey

Estimated Fee

TASK	COST
Boundary Survey Services Fee	
BOUNDARY SURVEY (8 Parcels @ $1,600/Parcel)	$12,800
TITLE REPORT (8 Parcel @ $600/Parcel)	$4,800
TOTAL (Suveying Services Fee)	**$17,600**

R. Gutierrez Engineering Corporation

September 28, 2010

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
301 E. State Street
Pharr, TX 78577

RE: Work Authorization No. 9 – Survey Parcels for Rodriguez Street Project
Project No. ENG09.022I

Dear Commissioner Palacios:

Enclosed are two original signature copies of a proposed Work Authorization No. 9 of the 2009 Road & Bridge Contract. This work authorization is for professional services associated with the surveying services to be provided to the county for the development of parcels for the Rodriguez Street Project.

If this Work Authorization No. 9 meets your approval, please place it before Commissioners Court for approval and signature. Please return one original signature copy for my files. If you have any questions, please call me so that we may discuss them. You can call me at 956-782-2557 or on my mobile at 956-227-2154.

Sincerely,

Ramiro Gutierrez, P.E.
President

encl
cc: Files

130 E Park – Pharr, TX 78577 – Tel: 956-782-2557 – Fax: 956-782-2558 – E-mail: rgutierrez@rgutierrezengineering.com

AI-23252 **19.C.3.**

Approval of Work Authorization No.8 for the Alamo Road Crossing Drainage Project

CC REGULAR

Date: 10/05/2010
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Category: Purchasing Department **Sub-category:** Prct. 2

Information

CAPTION

Acceptance and approval of Work Authorization No.8 with Millennium Engineers Group, Inc., Contract #C-09-485-01-12 for construction Materials Engineering Services for Alamo Road Crossing Drainage Improvement Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1339-431-00-122-039-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding available (039-0-733) in the amount of $279,040.16
Funding available (039-0-841) in the amount of $33,203.64

Attachments

Link: WA #8

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/01/2010 11:42 AM	APRV
2	Budget & Management	Ivan Cantu	10/01/2010 01:26 PM	APRV
3	Roland Garcia	Rolando Garcia	10/01/2010 03:20 PM	APRV
4	Auditor's Office		10/01/2010 05:24 PM	NEW

Form Started By: Yolanda Cisneros Started On: 09/29/2010 02:53 PM

Final Approval Date: 10/01/2010

HIDALGO COUNTY
Professional Engineering Services
Contract # C-09-485-01-12
Work Authorization Form

WORK AUTHORIZATION NO. 8

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **Millennium Engineers Group, Inc.**, professional engineers of Edinburg, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide Construction Materials Testing Services for the **Alamo Road Crossing in Alamo, Texas** project.

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 **$ 8,959.00.**
The Estimated cost for services on this project from STA 16+90 to 18+26 is **$ 2,318.00.**
The Estimated cost for services on this project from STA 16+90 to 15+83 is **$ 6,641.00 .**
This amount is based upon the costs outlined in the Estimated **Cost Proposals** 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. **8** shall be funded through funding source:
Account No. **0-1339-431-00-122-039-0-XXX**
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION
Acknowledgement and confirmation by **Hidalgo County** _____, Commissioner Hector Palacios as to content and detail of this **Work Authorization No.8**

HIDALGO COUNTY

BY: Commissioner Hector Palacios

_____

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 _____, 2010.

THE ENGINEER:

_____
By: Raul Palma

THE OWNER:
HIDALGO COUNTY

_____
By: Rene Ramirez
County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Services to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

Millennium Engineers Group
MEG ENGINEERS
Consultants - Geotechnical - Testing

Proposal

Date	Proposal No.
9/30/2010	01-10-169

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

Name / Address
Hidalgo County Precinct 2 Commissioner Hector Palacios 301 E. State St. Pharr, Texas 78577

Project Name
Alamo Road Crossing - Alamo, Texas

Description	Qty	Cost	Total
Alamo Road Crossing STA 16+90 to 18+26			
Atterberg Limits (Each)	1	59.00	59.00
Passing No. 200 Sieve (Each)	1	42.00	42.00
Standard Proctor (Each)	1	175.00	175.00
Field Density (Soils) (Each)	11	22.00	242.00
Engr. Technician (Soils) (Hourly)	20	40.00	800.00
Principal Engineer (Hourly)	1	125.00	125.00
Vehicle Charge (Soils)(Each)	9	35.00	315.00
Test Report (Each)	9	30.00	270.00
Clerical/Administrative (Each)	4	40.00	160.00
Project Management & Coordination (Each)	2	65.00	130.00
Alamo Road Crossing STA 16+90 to 15+83			
Atterberg Limits (Each)	3	59.00	177.00
Gradation (Dry)(Each)	2	45.00	90.00
Passing No. 200 Sieve (Each)	1	42.00	42.00
Standard Proctor (Each)	1	175.00	175.00
Modified Proctor (Each)	2	185.00	370.00
Field Density (Soils)(Each)	22	22.00	484.00
Extraction, Grad. and % Asphalt (Each)	2	225.00	450.00
Bituminous Mix Theoretical SPG (Each)	3	55.00	165.00
Engr. Technician (Soils)(Hourly)	47	40.00	1,880.00
Engr. Technician (Asphalt)(Hourly)	16	43.00	688.00
Principal Engineer (Hourly)	1	125.00	125.00
Vehicle Charge (Soils)(Each)	20	35.00	700.00
Vehicle Charge (Asphalt)(Each)	4	35.00	140.00
Test Report (Each)	24	30.00	720.00
Clerical/Administrative (Each)	6	40.00	240.00
Project Management & Coordination (Each)	3	65.00	195.00

Helping to Build the Rio Grande Valley

Total $8,959.00

AI-23310 **19.D.1.**

Requesting Approval for Supplemental No. 1 to Work Authorization No. 1 C-09-192-06-08 and C-09-192A-06-08

CC REGULAR

Date:	10/05/2010
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 3

Information

CAPTION

a. Requesting approval of Supplemental Agreement No. 1 to Work Authorization No. 1 for current contract with L & G Consulting Engineers, Inc. for the "FM 681 from (FM 2221 to SH 107) for Precinct No. 3," to reflect correction and clarifications on Exhibit "B" and Exhibit "D". C-09-192-06-08

b. Requesting approval of Supplemental Agreement No. 1 to Work Authorization No. 1 for current contract with L & G Consulting Engineers, Inc. for the "FM 2221/FM 492 from (FM 681 to SH 364)(including ROW Mapping and ROW Acquisition) for Precinct No. 3," to reflect correction and clarifications on Exhibit "B" and Exhibit "D". C-09-192A-06-08

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

NO BUDGET IMPACT

Attachments

Link: Supplementals

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Angela Garcia	10/01/2010 05:00 PM	APRV
2	Perla Lopez	Perla Lopez	10/01/2010 05:05 PM	APRV
3	Budget & Management		10/01/2010 05:24 PM	NEW

Form Started By: Rocio Villarreal Started On: 10/01/2010 03:52 PM

Final Approval Date: 10/01/2010

EXHIBIT "F"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO.1
TO WORK AUTHORIZATION NO. 1
TO AGREEMENT FOR PROFESSIONAL SERVICES
C-09-192-06-08

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between the **HIDALGO COUNTY**, hereinafter called the **"Owner"**, and **L&G Consulting Engineers Inc,** professional engineers of Mercedes, Texas, hereinafter called the **"Engineer".**

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the Main Contract Agreement on the 8TH day of June, 2009 concerning professional engineering services for "FM 681" from (FM 2221 to SH 107) (including Right – of – Way Mapping and Right – of – Way Acquisition) for Hidalgo County Precinct No. 3 hereinafter referred to as the "Project" ; and, executed Work Authorization No. 1 under said agreement on the 8th day of June 2009; and,

WHEREAS, Work Authorization No. 1, Section Part 1 of the Agreement, Scope of Work, establishes the scope of work is for the Engineer to Provide Engineering Services required for the preparation of Right – of – Way Mapping, Surveying, Right – of – Way Acquisition Services and Roadway Design for the reconstruction of FM 681 from FM 2221 to SH 107; and,

WHEREAS, it has become necessary to amend EXHIBIT "D" of Work Authorization No. 1, Section Part 1 of the Agreement in an effort to comply with the Texas Department of Transportation's (TxDOT) request for completing two (2) sets of PS&E Plans for construction (reference EXHIBIT "H" – e-mail from TxDOT on 8/2/2010) thus requiring an increase in cost associated with completing two sets of Construction and Right-of-Way Plans for the following:

Letting 9/12

a. 0669-01-043 FM 681 (from FM 681 N. to SH 107)
b. 0862-01-902 FM 2221 (from 0.1 Miles W. of Moorefield Rd. to FM 681)

Letting 9/13

a. 0862-01-037 FM 2221 (from SH 364 (La Homa) to 0.1 Miles W. of Moorefield Rd.)

WHEREAS, three (3) Revised Right-of-Way Agreement(s) (reference EXHIBIT(S) I, J and K) have been executed for the project thus necessitating clarification to EXHIBIT "B" – SERVICES TO BE PROVIDED BY THE ENGINEER.

WHEREAS, it has become necessary to amend EXHIBIT "D" of Work Authorization No. 1, Section Part 1 of the Agreement in an effort to correct the Fee Schedule which erroneously added $38,716.98 identified under "Phase II – RIGHT OF WAY COSTS as part of the Engineering cost.

NOW, THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement is** amended as follows:

1. Section of the **Agreement,** EXHIBIT "B" – SERVICES TO BE PROVIDED BY THE ENGINEER and EXHIBIT "D" – FEE SCHEDULE, is revised to reflect the above listed modifications of this Supplemental. The original amount of Work Authorization No. 1 does not increase or decrease; therefore, the amount of Supplemental No. 1 as detailed on EXHIBIT "D" – FEE SCHEDULE is **$1,740,612.60.**

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement No. 1 to be effective as of the ___day of _____, 2010.

ENGINEER:
L&G CONSULTING ENGINEERS, INC.

BY: _____
Jacinto Garza P.E., President

OWNER:
HIDALGO COUNTY
BY: _____
Rene Ramirez, County Judge

ATTACHMENTS:

Exhibit B – Services to be provided by Engineer

Exhibit D – Fee Schedule

Exhibit H – E-Mail from TxDOT 8/2/2010

Exhibit I – Right-of-Way Agreement CCSJ: 0669-01-043

Exhibit J – Right-of-Way Agreement CCSJ: 0862-01-047

Exhibit K – Right-of-Way Agreement CCSJ: 0862-01-037

EXHIBIT "F"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO.1
TO WORK AUTHORIZATION NO. 1
TO AGREEMENT FOR PROFESSIONAL SERVICES
C-09-192A-06-08

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between the **HIDALGO COUNTY**, hereinafter called the **"Owner"**, and **L&G Consulting Engineers Inc,** professional engineers of Mercedes, Texas, hereinafter called the **"Engineer".**

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the Main Contract Agreement on the 8TH day of June, 2009 concerning professional engineering services for "FM 2221/FM 492" from (FM 681 to SH 364) (including Right – of – Way Mapping and Right – of – Way Acquisition) for Hidalgo County Precinct No. 3 hereinafter referred to as the "Project"; and, executed Work Authorization No. 1 under said agreement on the 8th day of June 2009; and,

WHEREAS, Work Authorization No. 1, Section Part 1 of the Agreement, Scope of Work, establishes the scope of work for the Engineer to Provide Engineering Services required for the preparation of Right – of – Way Mapping, Surveying, Right – of – Way Acquisition Services and Roadway Design for the reconstruction of FM 2221/FM 492 from FM 681 to SH 364; and,

WHEREAS, it has become necessary to amend EXHIBIT "D" of Work Authorization No. 1, Section Part 1 of the Agreement in an effort to comply with the Texas Department of Transportation's (TxDOT) request for completing two (2) sets of PS&E Plans for construction (reference EXHIBIT "H" – e-mail from TxDOT on 8/2/2010) thus requiring an increase in cost associated with completing two sets of Construction and Right-of-Way Plans for the following:

Letting 9/12

a. 0669-01-043 FM 681 (from FM 681 N. to SH 107)
b. 0862-01-902 FM 2221 (from 0.1 Miles W. of Moorefield Rd. to FM 681)

Letting 9/13

a. 0862-01-037 FM 2221 (from SH 364 (La Homa) to 0.1 Miles W. of Moorefield Rd.)

WHEREAS, three (3) Revised Right-of-Way Agreement(s) (reference EXHIBIT(S) I, J and K) have been executed for the project thus necessitating clarification to EXHIBIT "B" – SERVICES TO BE PROVIDED BY THE ENGINEER.

WHEREAS, it has become necessary to amend EXHIBIT "D" of Work Authorization No. 1, Section Part 1 of the Agreement in an effort to correct the Fee Schedule which erroneously added $18,283.02 identified under "Phase II – RIGHT OF WAY COSTS as part of the Engineering cost.

NOW, THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement is** amended as follows:

1. Section of the **Agreement,** EXHIBIT "B" – SERVICES TO BE PROVIDED BY THE ENGINEER and EXHIBIT "D" – FEE SCHEDULE, is revised to reflect the above listed modifications of this Supplemental. The original amount of Work Authorization No. 1 does not increase or decrease; therefore, the amount of Supplemental No. 1 as detailed on EXHIBIT "D" – FEE SCHEDULE is **$875,185.40.**

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement No. 1 to be effective as of the ___day of _____, 2010.

ENGINEER:
L&G CONSULTING ENGINEERS, INC.

BY: _____
Jacinto Garza P.E., President

OWNER:
HIDALGO COUNTY
BY: _____
Rene Ramirez, County Judge

ATTACHMENTS:

Exhibit B – Services to be provided by Engineer

Exhibit D – Fee Schedule

Exhibit H – E-Mail from TxDOT 8/2/2010

Exhibit I – Right-of-Way Agreement CCSJ: 0669-01-043

Exhibit J – Right-of-Way Agreement CCSJ: 0862-01-047

Exhibit K – Right-of-Way Agreement CCSJ: 0862-01-037

AI-23238 **19.E.1.**

Pct 4-Supp. #1 & Amend.WA#2-C-09-264-10-06 w/S&B Infrastructure
CC REGULAR

Date:	10/05/2010
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 4

Information

CAPTION

a. Requesting approval of (Supplemental Agreement No. 1) submitted by S&B Infrastructure Ltd., to extend the current agreement till December 31, 2010 to complete (Scopes of Services) for on going Work Authorizations in connection with Contract #C-09-264-10-05 for professional engineering services" for: "Building Repairs and/or Renovations" (on an as needed basis) for County-Owned Buildings located within Precinct No. 4;

b. Acceptance and approval of the following AMENDMENT #1 to WA #2 for Scope of Work to reflect the additions of: (a) Hot Checks, 3rd Floor West, Asst DA Eric's Office and (b) W. Side Judge Homero Garza's Office) at no additional cost in connection with Contract #C-09-264-10-06-Prof Eng Svcs for: "Building Repairs and/or Renovations" (on an as needed basis) for County-Owned Buildings located within Precinct No. 4

BACKGROUND

Supplemental Aggreement #1 to Contract# C-09-264-10-06-S&B Infrastructure Ltd
Amendment #1 to WA#2-C-09-264-10-06

Fiscal Impact

FISCAL YEAR: 2010	**ACCT. #:** 0-1336-412-00-220-010-0-431
FUNDS AVAILABLE Y/N?:	**MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:	

Attachments

Link: Amendment#1 to WA#2-C-09-264-10-06-S&B Infrastructure
Link: Contract Doc#C-09-264-10-06-S&B Infrastructure Ltd
Link: Supplemental Agreement #1-C-09-264-10-05

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/30/2010 01:57 PM	APRV
2	Budget & Management	Ivan Cantu	09/30/2010 01:59 PM	APRV
3	Manuel Chapa	Manuel Chapa	10/01/2010 09:55 AM	APRV

4	Purchasing Department Marty Salazar	10/01/2010 11:19 AM	APRV
5	Auditor's Office	10/01/2010 05:24 PM	NEW

Form Started By: Letty Saenz Started On: 09/29/2010 10:35 AM

Final Approval Date: 10/01/2010

HIDALGO COUNTY

Professional Engineering Services

Contract No. C-09-264-10-06

AMENDMENT NO. 1

TO

WORK AUTHORIZATION NO. 2

THIS AMENDMENT is made pursuant to the terms and conditions of Contract No. C-09-264-10-06 and Work Authorization No. 2 made by and between **HIDALGO COUNTY**, acting herein by and through the **COMMISSIONER'S COURT**, hereinafter called the "**Owner**", and **S&B INFRASTRUCTURE, LTD**., professional engineers of McAllen, Texas, hereinafter called the "**Engineer**".

The following paragraphs, terms, and / or conditions of **Work Authorization No. 2** are hereby amended, as follows:

PART 1 Scope of Work, paragraph B.2. This paragraph is supplemented with the following:

The Engineer shall include in the plans and specifications replacement of the exterior pane of glass for the following windows (outer window, not inner):

(a) Hot Checks, 3rd Floor West, Asst DA Eric's Office
(b) W. Side Judge Homero Garza's Office

All other paragraphs, terms and conditions of **Work Authorization No. 2** not hereby amended are to remain in full force and effect.

THIS AMENDMENT is hereby accepted, approved, and made effective by Hidalgo County Commissioner's Court on **5th day of October 2010** as indicated below.

THE ENGINEER:
S&B INFRASTRUCTURE, LTD.

BY: _____
Sharlotte L. Teague, PE
Senior Project Manager

THE OWNER:
HIDALGO COUNTY

BY: _____
Rene A. Ramirez
County Judge

ATTEST:

BY: _____
Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS None

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-09-264-10-06

THIS AGREEMENT is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **S & B Infrastructure, LTD,** professional engineers of **McAllen, Texas**, hereinafter called the "**Engineer**".

WITNESSETH:

Whereas, the **Owner** desires to contract with the **Engineer** to provide professional engineering services for: "**Building Repairs and/or Renovations" (on an as needed basis)** for projects within **Hidalgo County Precinct Number 4,** hereinafter referred to as the "**Project**).

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform professional engineering services in connection with the **Project** as stated in the articles to follow, and for having rendered such services, the owner agrees to pay **the Engineer** compensation as stated in the articles to follow.

ARTICLE 2. Character and Extent of Services. This Agreement will provide for the development of the **Project** with the following:

2.1 Scope of Work. The **Owner** will furnish items and provide those services for the development of the **Project** and fulfillment of this Agreement, as identified in **EXHIBIT "A"** ***Services to be Provided by the Owner***, attached hereto and made a part of this Agreement as identified in **EXHIBIT "B"**- Services to Provided by the Engineer, attached hereto and made a part of this agreement.

2.2 Classification of Services For this Agreement, the professional services to be provided by the

Engineer, as more particularly identified in**EXHIBIT "B"**, attached hereto.

2.3 Schedule of Work. The **Engineer** shall prepare a schedule of work (hereinafter referred to as "**Work Schedule**") in accordance with the terms identified in **EXHIBIT "C"** - ***Work Schedule***, attached hereto and made a part of this Agreement.exchange for such services.

2.4 Non-Exclusive Services of Engineer Hidalgo County reserves the right to request these services from other sources other than the engineer and shall not be in violation of any terms or conditions of this Agreement.

ARTICLE 3. Period of Service. Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

3.1 Termination Date. This Agreement shall be for a period of **one (1) year** ; (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below.. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date,** and the **Owner** may , at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date.**

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day

notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer.**

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date.**

3.4 **Termination of Agreement**. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

(1) **Commitment of Current Revenues**. In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer.** The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner,** upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner.**

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer.**

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer.**

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding

anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the Project and prosecute the work to completion. In such case, the **Engineer** shall be liable to the Owner for any additional cost occasioned by the Owner.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer,** but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount is settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

ARTICLE 4. Progress and Coordination. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer's** office, the office of the **Owner,** or at other locations designated by the **Owner.** These conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Owner.**

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the **Engineer's** services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **Exhibit "C",** attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer.**

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved **Work Schedule,** including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed

to resolve the situation: and

(2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

ARTICLE 5. Compensation and Fees. For and in consideration of the services to be rendered by the Engineer, the Owner shall compensate the Engineer as follows:

5.1 *Services*. For and in consideration of the ***Services*** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for ***Services***, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. An outline and breakdown of the **Services Fee** is more particularly identified in **EXHIBIT "D"-Engineer Contract Rates**, attached hereto and made a part of this Agreement. Payments to the **Engineer** for ***Services*** shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

5.2 *Special Services*. Those services that may be required to provided by the **Engineer** as ***Special Services*** are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these ***Special Services*** rendered as required by the **Engineer,** the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereafter referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in **EXHIBIT "D"** - ***Contract Rates***, attached hereto and made a part of this Agreement, and as follows:

1. **RESIDENT OR SITE ENGINEER, INSPECTOR**. Actual performance of services of project site engineer, resident engineer and/or inspector, if required by **Owner**.

2. **DOCUMENT COPIES.** Actual performance and/or providing of additional copies (over 10) of report; additional copies (over 10) of plans (contract drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents: additional copies (over 10) of as-built drawings.

3. **EXTRA TRAVEL.** Extra travel required of **Engineer** and authorized by **Owner** to points

outside of Hidalgo County.

4. **EXPERT WITNESS.** Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project**.

5. **MISCELLANEOUS.** Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor.**

ARTICLE 6. Method of Payment.

6.1 Request for Payment. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as "**Work Authorization**") in accordance with Article 7 herein. For each **Work Authorization,** the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization**(s) approved by the **Owner. 6.2 Final Payment**. After final completion of the work and acceptance thereof by the **Owner,** the **Engineer** shall submit a final request for payment ("**Final Request for Payment**") which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner,** the **Owner** shall pay to the **Engineer** the amount due ("**Final Payment**") under such **Final Request for Payment** in accordance with the provisions of Article 6. I hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.I hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(I) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer;**

(4) If the **Owner,** in good faith judgement, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer,** at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the

Engineer's services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

6.6 Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project.** (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the **Project**, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"- *Work Authorization Form***, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner,** the needed services for the **Project,** as required through the course of the development to the **Project.** The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B",** attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner,** the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the

computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D",** attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization.** Each executed **Work Authorization** shall become a part of this **Agreement**. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner.** The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization.** All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer,** of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer,** and/or (3) for any other reason agreeable to the **Owner** and the Engineer. All supplemental agreements will be

developed in the form identified in **EXHIBIT "F"** - ***Supplemental Agreement Form***, attached hereto and made a part of this Agreement, and incorporated herein by reference as "**Supplemental Agreement**".

If determined appropriate by the **Owner,** additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement.**

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer.**

Article 9. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing, In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the Contract Rates specified in **EXHIBIT "D"** attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not

be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner.**

10.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner,** such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** finds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the Engineer will be in accordance with Article 9 hereof.

10.3 Project Delays. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to the reduce the construction cost of the **Project** to an amount within the sum estimated by the

Engineer, the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer,** if th **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the Project, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the Project. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If **the Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer.**

ARTICLE 11. Ownership and Release of Documents.

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer,** as an additional service, at any other time requested by **Owner.** All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the **Project,** including but not limited to additions to or completion of the **Project.** Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer,** at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

11.2 Release of Documents or Information. Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

ARTICLE 12 Discounts, Rebates, Refunds. In connection with procurement services rendered by the **Engineer,** if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner**. For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer.**

ARTICLE 13. Records, Accounting, Inspection. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner.** The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the **Project** and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner.**

ARTICLE 14. Subcontracting and Assignment. The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner.** The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer,** and the **Owner,** do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a

result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner,** effectuating the purposes of this Article.

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall

pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **Project,** the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof

ARTICLE 17. Engineer's Seal, Responsibility and Warranties.

17.1 Engineer's Seal. The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the Stare Board of Registration for Professional Engineers.

17.2 Engineer's Responsibility. The **Engineer** shall be responsible for the accuracy of the work for the **Project** and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer.** No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer.**

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner.** The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

17.3 Warranties.

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgement and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as "**PS&E**") are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the **Project**, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents, covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer's** services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement form the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of **Project.**

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **Project;** that because

of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirely and possesses the special skills which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner;** and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner,** plus residents and owners of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project,** the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project;** that the result of such **PS&E,** if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **Project's** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project**, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer**'s skill and knowledge in preparing such **PS&E.**

(f) In connection with the **Engineer**'s performance of procurement services hereunder, if any, the **Engineer** use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner.**

ARTICLE 18. Engineer's Resources. The **Engineer** shall furnish and maintain, at the

Engineer's own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 Project Manager. The **Engineer** shall provide a manager **(Project Manager)** for the **Project** that is a registered professional engineer in the State of Texas. The **Project** manager shall have such knowledge and experience as will enable that **Project Manager** during the course of the **Project** without prior consent of the **Owner.** If, due to situations beyond the control of the **Engineer,** the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the **Project,** the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed form association with the **Project** when so instructed by the **Owner.** The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 Documents/Information Exchange The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project.** Taking into consideration that the **Owner** has a significant investment is the development of the **Project,** there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project.** Therefore, the **Engineer** shall provide

the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively **"Indemnitors"**) shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively **"Indemnitees"**) from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting therefrom and (2) are caused in whole or in part by any negligent act or omission of the **Engineer,** anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer,** its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

ARTICLE 20. Joint and Several Liability. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then

each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21 Insurance. The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

(1) Workers' Compensation, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law (**"Statutory Texas")**

(2) Commercial General Liability, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the Owner *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20* herein, in limits of liability not less than one million dollars (**$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) Texas Business Automobile Policy, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars (**$250,000**) each person for bodily injury, five hundred thousand dollars (**$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**$100,000**) each occurrence for property damage.

(4) Professional Liability in limits of **$1,000,000** each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (***Hidalgo County* Certificate of Insurance**) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT "G"- *Hidalgo County Certificate of Insurance***. The **Engineer** will be

considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner.**

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. Non-Collusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage , brokerage fee, gift or contingent fee.

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business

meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. Payment of Franchise Tax. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner.**

ARTICLE 26. Disputes. The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER:	**ENGINEER**:
Hidalgo County	**S & B Infrastructure, LTD**
100 E. Cano, 2nd, Floor	**5408 North 10th Street**
Edinburg, Texas 78539	**McAllen, Texas 78504**

The Address may be changed by either party by written notice and notice sol mailed shall be effective upon mailing.

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described and supersedes any prior understanding or written or

oral contracts between the parties respecting the subject matter defined herein. These are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** right with respect to any liabilities whether or not liquidated of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the Owner's other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power nor shall the **Engineer** represent that the **Engineer** has any power to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner.**

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the Owner and the **Engineer** as provided by Article 8 herein.

ARTICLE 30. Signatory Warranty The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer.** The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the 6th day of Oct., 2009.

ENGINEER:
S & B Infrastructure, LTD

BY: _____

OWNER:
HIDALGO COUNTY

BY: _____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court on October 6, 2009.

APPROVED AS TO FORM:

Allen & Hall, LLP

By: _____

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be Provided by the Owner
EXHIBIT B	-Scope of Services to be provided by the Engineer
EXHIBIT C	-Work Schedule
EXHIBIT D	-Engineer's Rates
EXHIBIT E	-Work Authorization Form
EXHIBIT F	-Supplemental Agreement Form
EXHIBIT G	-certificate of Insurance *(Hidalgo County)*

EXHIBIT A

-Scope of Services to be Provided by the Owner

EXHIBIT "A"

Services to be provided by the OWNER

The following provides an outline of the services to be provided by the **OWNER** in the development of the Project.

The **OWNER** will provide to the **ENGINEER** the following:

(1) Authorization to the **ENGINEER** to begin work in accordance with Section 3 of this Agreement.

(2) Payment for work performed by the **ENGINEER** and accepted by the **OWNER** in accordance with Section 6 of the Agreement.

(3) Assistance to the **ENGINEER,** as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **ENGINEER** cannot easily obtain.

(4) Provide any available relevant data the **OWNER** may have on file concerning the project.

(5) Provide timely review and decisions in response to the **ENGINEER'S** request for information and/or required submittals and deliverables, in order for the **ENGINEER** to maintain the agreed-upon work schedule prepared in accordance with Attachment "C" of this Agreement.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **ENGINEER.**

(7) Assist the **ENGINEER** in the preparation of the project mailing list; provide representation, a site and stenographer for all public meetings; additionally:

Public Meetings

(a) Approve agenda and all exhibits prior to public meeting.
(b) Approve date and location of the meeting.
(c) Review/approve Public Meeting Report.

(8) Attend the Preliminary Concept Conference coordinated and conducted by the ENGINEER and more particularly identified in Attachment "B" of the Agreement.

(9) Assist the ENGINEER as required in the coordination with the USACE and the Federal Emergency Management Agency (FEMA) and any other coordinating agency or entity.

(10) Review and approve the Project design criteria.

(11) Review and approve change orders as required and prepared by the ENGINEER.

EXHIBIT B

-Scope of Services to be
Provided by the Engineer

EXHIBIT "B"

Services to be Provided by the Engineer

Services to be provided by the **Engineer** will be determined at the time of negotiation and incorporated into individual Work Authorizations for activities associated with the development of building repairs and renovations.

EXHIBIT C

-Work Schedule

EXHIBIT "C"

Services to be Provided by the Engineer

A detailed work schedule for each **Work Authorization**, identified and more particularly described in Article 7 of this Agreement, shall be prepared by the **Engineer** to be submitted and approved at the Design Concept Conference for each **Work Authorization**. The work schedule will provide specific work sequence and definite review times by the **Owner** and the **Engineer** of the work performed.

The **Engineer** will diligently pursue the completion of each **Work Authorization** as defined by the milestones and deliverable due dates outlined in each **Work Authorization**'s associated work schedule.

The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established work schedule.

EXHIBIT D

-Engineer's Contract Rates

EXHIBIT "D"
Contract Rates

The following rates for the **Engineer** will be used in negotiating Work Authorizations in the development of the **Project**.

Rate Schedule - S&B Infrastructure, Ltd.

LABOR						
Fiscal Year	2009		2010		2011	
Job Description	Base Rate *	Contract Rate**	Base Rate *	Contract Rate**	Base Rate *	Contract Rate**
PRIME PROVIDER						
Principal	$113.65	$332.06	$119.33	$348.67	$125.30	$366.10
Director of QC / QA	$110.82	$323.79	$116.36	$339.98	$122.18	$356.98
Project Manager	$73.88	$215.86	$77.57	$226.66	$81.45	$237.99
Envineer (V), Structural	$62.00	$181.15	$65.10	$190.21	$68.36	$199.72
Engineer (V), Hydra / Civil	$56.89	$166.22	$59.73	$174.53	$62.72	$183.26
Engineer (III, IV) Civil	$50.24	$146.79	$52.75	$154.13	$55.39	$161.84
Engineer (V), MEP	$65.00	$189.92	$68.25	$199.41	$71.66	$209.38
Architect	$63.00	$184.07	$66.15	$193.28	$69.46	$202.94
Resident Engineer	$53.18	$155.38	$55.84	$163.15	$58.63	$171.31
Construction Inspector	$31.04	$90.69	$32.59	$95.23	$34.22	$99.99
Environmental Scientist	$42.84	$125.17	$44.98	$131.43	$47.23	$138.00
GIS Manager	$42.00	$122.72	$44.10	$128.85	$46.31	$135.29
GIS Technician	$30.00	$87.65	$31.50	$92.04	$33.08	$96.64
CADD Operator	$21.44	$62.64	$22.51	$65.78	$23.64	$69.06
Project Accountant	$26.81	$78.33	$28.15	$82.25	$29.56	$86.36
Secretary	$17.42	$50.90	$18.29	$53.44	$19.21	$56.11

* Base Rate = estimated raw salary without burden

**These are the labor rates to be used to negotiate work authorizations as the work progresses, including special servies and/or additional work.

Overhead = 154.07%

Multiplier = 2.9218

NON-LABOR	
Mileage	◊
Car Rental	**
Car Rental - Gas	**
Lodging	◊
Meals	◊
Air Travel	**
B&W Copy, 8-1/2 x 11	$.04 / sheet
B&W Copy, 11 x 17	$.08 / sheet
Color Copy, 8-1/2 x 11	$.50 / sheet
Color Copy, 11 x 17	$1.00 / sheet
B&W Mylars / Vellum, 11 X 17, including Plotting	$2.00 / sheet
Postage	**
Express Delivery	**

◊ at rates authorized by Hidalgo County for County Officials

**at cost or negotiated per work authorization

EXHIBIT E

-Work Authorization

HIDALGO COUNTY

Professional Engineering Services
Contract # _____
Work Authorization Form

WORK AUTHORIZATION NO. ___

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, _____, professional engineers of _____, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide _____

_____

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$** _____. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article**/Part/Section____ of the Agreement.

PART 4. FUNDING

This Work Authorization No. 1 shall be funded through funding source:
Account No. _____
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County Precinct #4,** Commissioner Oscar L. Garza as to content and detail of this **Work Authorization No. ___**.

HIDALGO COUNTY PRECINCT # 4

BY: _____
Oscar L. Garza, Commissioner

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2009.

THE ENGINEER:
(Firms Name)

_____
By: (Name of Engineer)

THE OWNER:
HIDALGO COUNTY

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

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

EXHIBIT F

-Supplemental Agreement Form

EXHIBIT "F"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. ___

TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Engineers of, _____, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the _____ day of _____ **2009** concerning engineering for _____
(hereinafter referred to as the "**Project**"); and,

WHEREAS, Article ___ of the **Agreement**, (article title), establishes
_____; and,

WHEREAS, it has become necessary to amend the contract to
_____
_____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

1. Article ___ of the **Agreement**, (article title), is revised to

_____
_____
_____
_____
_____
_____
_____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE ENGINEER:
ENGINEER

BY:_____

THE OWNER:
HIDALGO COUNTY

BY:_____
Juan D. Salinas III, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT G

-Certificate of Insurance (*Hidalgo County*)

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID SM SBINF-1 | DATE (MM/DD/YYYY) 12/29/08

PRODUCER

ProTECH Insurance Agency, Inc.
3120 Southwest Freeway, #100
Houston TX 77098
Phone:713-520-1090 Fax:713-529-7505

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

S & B Infrastructure, Ltd.
Attn: Diane Larrivee
P.O. Box 266245
Houston TX 77207-6245

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Zurich-American Insurance Co.	16535
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	GLO 3729647-04	01/01/09	01/01/10	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1000000 $ 1000000 $ 5000 $ 1000000 $ 2000000 $ 2000000
A	X	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	BAP 3729648-04	01/01/09	01/01/10	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1000000 $ $ $
		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? If yes, describe under SPECIAL PROVISIONS below	WC 5343557-04	01/01/09	01/01/10	X WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1000000 $ 1000000 $ 1000000
		OTHER					

RECEIVED JAN 05 2009 By 1:03PM

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate Holder is included as an Additional Insured to the extent agreed by written and signed contract

CERTIFICATE HOLDER

HIDALGO

Hidalgo County
Purchasing Department
2812 S Highway Bus 281

Edinburgh 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 C.S. Madeira

© ACORD CORPORATION 1988

AI-17779 **25.E.2.**

Pct. 4-Prof Engineering Services Agreement for: Building Repairs and/or Renovations (on an as needed basis)

CC REGULAR

Date: 10/06/2009
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Prct. 4

Information

CAPTION

a. Requesting approval of the final negotiated Professional Engineering Services Agreement (approved for negotiations by CC on 9-1-09 and as form by legal counsel) with S & B INFRASTRUCTURE, LTD. for: "BUILDING REPAIRS and/or RENOVATIONS of County owned Buildings/Structures" on an as needed basis located within Hidalgo County Precinct #4;
b. Ratification of the project specific engagement agreement with S & B INFRASTRUCTURE, LTD. (as exempted and approved by CC on 9-29-09 due to an emergency situation at the Hidalgo County Adult Detention Facility Complex) for the assessment and design of a device (to be fabricated and installed by a certified welder) to correct/repair a structural defect.

BACKGROUND

Contract Document # C-09-264-10-06-(approved by legal counsel as to form)

Fiscal Impact

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

BUDGETARY IMPACT:

Possible funding source is object code 334 and 339. Please refer to attached expenditure report for funding availability as of 10/2/09.

Attachments

Link: Contract Document-S & B Infrastructure-Pct 4
Link: Draft Emergency Contract w/ S&B Infrastructure
Link: Expenditure Report

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/02/2009 04:52 PM	APRV
2	Budget & Management	Erika Zamora	10/02/2009 05:03 PM	APRV
3	Auditor's Office		10/02/2009 05:03 PM	NEW

Form Started By: Letty Saenz Started On: 09/30/2009 01:56 PM
Final Approval Date: 10/02/2009

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. 1

TO AGREEMENT FOR PROFESSIONAL SERVICES

Contract No. C-09-264-10-06

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **COMMISSIONER'S COURT**, hereinafter called the "**Owner**", and **S&B INFRASTRUCTURE, LTD**., professional engineers of McAllen, Texas, hereinafter called the "**Engineer**".

WITNESSETH:

WHEREAS, the **Owner** and the **Engineer** executed the Agreement on the 6th day of October 2009 concerning professional engineering services for Building Repairs and/or Renovations (on an as-needed basis) for projects within Hidalgo County Precinct No. 4 (hereinafter referred to as the "Project"); and,

WHEREAS, Article 3 Period of Service, paragraph 3.1 of the Agreement establishes the period of service and termination date of the Agreement to be one year (effectively terminating on October 6, 2010); and,

WHEREAS, it has become necessary to extend the period of service to complete on-going work authorizations.

AGREEMENT:

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said Agreement is amended as follows:

I. **Article 3 Period of Service**, pargraph 3.1 of the Agreement is revised to establish the termination date of the Agreement to be **December 31, 2010**.

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the **5th day of October 2010**.

THE ENGINEER:
S&B INFRASTRUCTURE, LTD.

BY: _____
Daniel O. Rios, PE
Senior Vice-President

THE OWNER:
HIDALGO COUNTY

BY: _____
Rene A. Ramirez
County Judge

ATTEST:

BY: _____
Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS None

AI-22079 **19.E.2.**

Award/Hauling Service For All Road Materials (Excluding Hot-Mix)
CC REGULAR

Date:	10/05/2010
Submitted By:	Sandy Suarez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 4

Information

CAPTION

Recommending award of bid and approval of contract to sole bidder meeting all specifications/requirements attached hereto for Hidalgo County Precinct No. 4 - "Hauling Services For All Road Materials (Excluding Hot-Mix)" RFB No.: 2010-137-107-07-SGS.

BACKGROUND

1. Current contract expires on November 29, 2010.
2. New contract to commence on November 30, 2010.
3. Recommended vendor is Roy's Hauling Services, Inc.
4. Contract Document was reviewed and approved By Legal counsel as to form.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1200-431-00-124-007-0-XXX

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

BUDGETARY IMPACT:

Available balance as of 9-10-10:
Object code 731--> $166,931.63
Object code 346--> $ 9,925.00

On an as needed basis

Attachments

Link: Letter of Recommendation, Tabulation etc.

Link: contract

Link: Approval by Legal counsel

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/09/2010 01:16 PM	APRV
2	Budget & Management	Sylvia Solis	09/09/2010 01:18 PM	APRV
3	Manuel Chapa	Manuel Chapa	09/10/2010 10:09 AM	APRV
4	Auditor's Office	Linda Fong	09/10/2010 10:58 AM	APRV
7	Purchasing Department	Marty Salazar	09/15/2010 03:13 PM	APRV

Form Started By: Sandy Suarez

Started On: 07/20/2010 09:41 AM

Final Approval Date: 09/15/2010

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

TO: Juan M. Carranza, Chief Administrator
Hidalgo County Precinct No. 4

ATTN: Rumaldo Munoz, A P Clerk

FROM: Sandy Suarez, Buyer II
Hidalgo County Purchasing Dept.

DATE: July 8, 2010

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2010-137-07-07-SGS-Hidalgo County Precinct No. 4-
"Hauling Services For All Road Materials (Excluding Hot-Mix)"

We have received one (1) response to the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copies of the bid responses for your review and recommendation.

We would like to present your recommendation on the next Commissioner's Count Meeting, therefore, we need your response no later than Monday, July 19, 2010 @ 3:00 p.m. to be able to present to Commissioner's Court on July 27, 2010. Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department, via fax to (956)-318-2629 or via email to: sandy.suarez@co.hidalgo.tx.us.

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter.

	AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1.	Roy's Hauling Services Inc.	Sole Bidder.
2.		
3.		

Please include the budget account number(s) for the above reference project:

Budget Acct No: 0-1200-431-00124-00720-346
0-1200-431-00124-0072-0-731

Gloria A Beltran | Gloria A Beltran | Pct 4 | 7/19/10

AUTHORIZED SIGNATURE | PRINTED NAME | DEPARTMENT | DATE

Enclosures

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY COMMISSIONER PRECINCT NO. 4

BID OPENING DATE: JULY 07, 2010	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "Hauling Services For all Road Materials (Excluding Hot-Mix)"

BID NO: 2010-137-07-07-SGS	**BUYER: Sandy Suarez**

BID RFB #	NAME OF COMPANY/LOCATION		TOTAL COST PER TON	FUEL COSTS PERCENTAGE PER TON	CURRENT/ BASE FUEL COST	SOLE-BIDDER
	Martin Marietta Materials- **Crushed Caliche**	**Jericho Pit-** 2 mi So. of Intersection FM 1017 to FM3250 on 3250 Linn, TX.	$ 4.50	75 %	$ 3.38	Roy's Hauling Service, Inc P.O. Box 1896 Edinburg, TX. 78540
	Frontera Materials- **Crushed Caliche**	**490 Pit-** 4.5 mi W. of US 281 on 490	$ 4.50	75 %	$ 3.38	
		Reavis Pit- Approx 4 mi N. of US 83 on FM2221 La Joya, TX.	$ 6.25	75 %	$ 4.69	
	Roy's Hauling Service- **Pit-Run Caliche**	**Big Pit 3-** 3 mi W of US 281 on FM1017 to FM 3250. 1 mi So of FM3250 – (on West side)	$ 3.41	75 %	$ 2.56	
		Big Pit 5- 4 mi N. of FM 1925 on Big 5 Rd.	$ 3.41	75 %	$ 2.56	

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ

BID OPENING DATE: July 07, 2010 **BID OPENING TIME:** 9:30 A.M.
DEPARTMENT/BID DESCRIPTION: "HIDALGO COUNTY PRECINCT NO. 4 –HAULING SERVICES FOR ALL ROAD MATERIALS (EXCLUDING HOT-MIX)"
BID NO: 2010-137-07-07-SGS

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAILOUT	DATE	ADDRESS E-MAIL & PHONE NO
1. Ortiz Dump Truck Service Attn: Arturo Ortiz	E-mail	Sandy Suarez	06/21/10	906 Princeton Mission, TX. 78572 P# 956-321-5015 F#956-424-6359 superslick4949@aol.com
2. Roy's Hauling Service, Inc. Attn: Roy Balderas, Jr. or Christina	E-mail	Sandy Suarez	06/21/10	P.O. Box 1896 Edinburg, TX. 78540 P# 956-383-2206 F# 956-383-2569 royshaulinginc@aol.com
3. R. Quintanilla Trucking	E-mail	Sandy Suarez	06/21/10	3247 N. Sharp Rd. Edinburg, TX. 78541 P# 956-343-6590 rquintanilla75@yahoo.com
4. Moya Dump Truck Attn: Robert Moya	BLM	Sandy Suarez	06/2210	4201 N. Raul Longoria San Juan, TX. 78589 P#956-787-6157
5. Davila Express Attn: Mr. Davial Prefers-mail packet	BLM	Sandy Suarez	06/2210	5305 Plumeria Circle San Juan, TX. 78589 P# 956-867-6038 luzd12003@yahoo.com
6. Southern Star Transport By Frontera Materials Att: Barry Ehlinger	E-mail	Sandy Suarez	06/28/10	P.O. Box 1086 Weslaco, TX. 78596 (956)- 607-5965
7.				

***VIA:**
IN PERSON (IP)
E-MAIL (EM)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
FACSIMILE (FAX)

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-10-137-10-05

THIS CONTRACT is made and entered into this **05th** day of **October** by and between the **County of Hidalgo, Texas** ("County"), and **Roy's Hauling Service, Inc.** ("Company").

WHEREAS, Company responded to advertised notices for bids for "**Hauling Services for All Road Materials (Excluding Hot Mix)" (on an as needed basis)** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with Exhibit "A" Request for Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFB"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Bids (RFB) Procurement Packet, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to **Hidalgo County Precinct No. 4**. 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 contained in Exhibit "A" Request for Bids (RFB) Procurement Packet within **Hidalgo**

County following a request for Services by **Hidalgo County Precinct No. 4** or its designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **one (1) year**, commencing on **November 30, 2010** and expiring on **November 29, 2011** and may be extended at the sole discretion of the County for an additional one (1) year terms under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

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

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:	Roy's Hauling Service Roy Balderas, Owner P. O. Box 1896 Edinburg, Texas 78540

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this _____ day of _____, 2010.

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

By:_____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

ATTEST:

By: _____
Rene A. Ramirez, County Judge

_____
Arturo Guajardo, Jr., County Clerk

COMPANY: Roy's Hauling Service

By:_____

Printed Name: Roy Balderas

Title: Owner

EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BIDS (RFB) CHECKLIST

HIDALGO COUNTY PRECINCT NO. 4
"HAULING SERVICES FOR ALL ROAD MATERIALS (EXCLUDING HOT-MIX)"
RFB NO: 2010-137-07-07-SGS

1. Request For Bid Letter, consisting of 1 page.
2. Request for Bid, Legal Notice, consisting of 7 pages.
3. Exhibit A Specifications, consisting of 5 pages.
4. Exhibit B Bid Page, consisting of 3 pages.
5. Exhibit B-1, consisting of 2 page.
6. Exhibit B-2, consisting of 2 page.
7. Exhibit C Insurance Requirements, consisting of 5 pages.
8. Exhibit D Conflict of Interest Questionnaire (CIQ), consisting of 2 pages.
9. Vendor/Bidder Application and W-9 form(s) consisting of 7 pages
10. Certification Regarding Debarment, consisting of 2 pages
11. Draft Service Agreement consisting of 9 pages

The above mentioned items shall be found in the for Bid (RFB) packet that is attached herewith. Should you find that any of the listed items are not attached in its entirety, please contact Purchasing by calling (956) 318-2626 or e-mail, to advise us of the missing documentation, and Purchasing will forward information either through facsimile, e-mail or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

06/21/2010
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

June 21, 2010

(Company's name and address)

_____

_____

_____

_____

Re: **HIDALGO COUNTY PRECINCT NO. 4**
Request for Bids -**"HAULING SERVICES FOR ALL ROAD MATERIALS (EXCLUDING HOT-MIX)"**
Bid No: 2010-137-07-07-SGS

Dear Respondents:

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/sgs

Enclosures

Bid No: 2010-137-07-07	Buyer: Sandy Suarez	Tel. No: (956) 318-2626 x 4860

REQUEST FOR BIDS

HIDALGO COUNTY PRECINCT NO. 4

"HAULING SERVICES FOR ALL ROAD MATERIALS (EXCLUDING HOT-MIX)"

BID OPENING DATE: JULY 07, 2010

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281 - Administration Building
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY PRECINCT NO. 4-HAULING SERVICES FOR ALL ROAD MATERIALS(EXCLUDING HOT-MIX) "**in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2010-137-07-07-SGS- HIDALGO COUNTY PRECINCT NO. 4-HAULING SERVICES FOR ALL ROAD MATERIALS(EXCLUDING HOT-MIX)"**and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas **on or before 9:30 a.m., WEDNESDAY, JULY 07, 2010.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "RFB No. 2010-137-07-07-SGS- HIDALGO COUNTY PRECINCT NO. 4-HAULING SERVICES FOR ALL ROAD MATERIALS (EXCLUDING HOT-MIX)".

   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. Shipping costs are to be F.O.B. destination.(vendor pays all shipping cost an remains responsible until the County takes possession)

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"HIDALGO COUNTY PRECINCT NO. 4-HAULING SERVICES FOR ALL ROAD MATERIALS (EXCLUDING HOT-MIX)"** 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 Precinct No. 4
Rumaldo Munoz, Admin.Assistant
1051 N.Doolittle Rd.
Edinburg, TX. 78539
(956)383-3112

17. Schedule of Events:

Bid Opening, 9:30 AM	**JULY 07, 2010**
Award of Contract	_____, 2010
Commence Work or Deliver Products	_____, 2010

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation,

auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

. Possess or is able to obtain adequate financial resources as required to perform under the bid;
. Be able to comply with the required or proposed delivery schedule;
. Have a satisfactory record of performance;
. Have a satisfactory record of integrity and ethics;

. Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County

Bid
for
HIDALGO COUNTY PRECINCT NO. 4
"HAULING SERVICES FOR ALL ROAD MATERIALS (EXCLUDING HOT-MIX)"
BID NO.: 2010-137-07-07-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

HIDALGO COUNTY PRECINCT No. 4

"HAULING SERVICES FOR ALL ROAD MATERIALS (EXCLUDING HOT MIX"

Bid No. 2010-137-07-07-SGS

SPECIFICATIONS/REQUIREMENTS

Scope of Services:

Hidalgo County is soliciting competitive sealed bids for the service of hauling and delivery of various road materials to Hidalgo County Precinct No. 4. **This bid excludes hauling of Hot-Mix.** All hauling services will be on an "**As Needed Basis**" by the Precinct. The County reserves the right to utilize its own trucks and drivers at the discretion of Precinct No. 4: throughout the duration of the contract.

Specifications/Requirements:

The specifications/requirements goods contract will encompass hauling of all road materials to Hidalgo County Precinct No. 4, in accordance with the specifications/requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation.

1. All hauling and delivery of road material will be on an "**As Needed Basis**" only. There is no guaranteed annual volume.
2. Road material will be hauled from awarded vendor's "pit" locations.
3. Hidalgo County Precinct No. 4 is requesting a minimum of seven (7) hauling trailers and three (3) to five (5) hauling tandem trucks, to be available. Including five (5) trucks to be vendor owned.
4. The bidder must provide proof of ownership (copy of titles) and must furnish proof of possessing all necessary licenses and hauling permits.
5. Attached you will find a request for Truck and driver information in **EXHIBIT "B", ATTACHEMENTS B-1 & B-2**, Copies of the mentioned documentations must be submitted with your bid packet.
7. Trucks should be available at the discretion of Precinct No. 4 and will be on an "As Needed Basis".
8. Trucks must have a capacity of carrying a minimum of twenty-two (22) tons per load.
9. The successful bidder agrees to abide by all applicable state laws, regulations and be incompliance with all OSHA and TXDOT's regulations and requirements.
10. Bidder will provide all labor, machinery and equipment, tools and materials required to render services.
11. Insurance Certificates as per Exhibit "C" must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder(s).
12. Bid will be based on the low bid per ton basis as listed on bid page form.

Road Materials to be hauled:

- Crushed Caliche
- Pit-Run Caliche

Locations of current pits and plants are as followed:
Listed vendors are subject to be changed upon material contract expiration.

A. Crushed Caliche:

1. Martin Marietta Materials:- From Intersection FM1017 and FM 3250 go 2 mi. So. on 3250 -Jericho Pit Linn, TX.

2. Frontera Materials:- 490 Pit :- 4.5 mi E of US 281 to FM490 go W. approx. 6 mi. to pit.
Reavis Pit:- Approx. 4 mi N. of US 83 on FM2221 go S. approx. 4 mi to pit.
La Joya, TX.

B. Pit- Run Caliche:

1. Roy's Hauling Service, Inc. Big 5 Pit :- 4 miles North of FM 1925 on Big 5 Road

2. Roy's Hauling Service, Inc. Pit 3-San Manuel :- 3 miles West of US 281 on FM 1017 to FM3250 1 Mile South on FM3250, pit located on the West side.

TERMS AND CONDITIONS:

1.) The term of the requirements contract will be for a one (1) year period. Hidalgo County reserves the right to extend the contract for an additional one (1) year, under agreement with the same rates, terms and conditions. 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.

2.) Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for the next contract term.

3.) Hidalgo County reserves the right to award the bid on a lump sum basis to one bidder or to multiple bidders if the County determines it is in its best interest to do so.

4.) After Bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(s) and/or in complying with the contract agreement, Hidalgo County reserves the tight to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost of such item.

5.) Hidalgo County reserves the right to add or delete items during the term of the contract under the same rates and conditions.

6.) Any contract awarded to a successful bidder will be in effect until:
- The contract expires.
- Delivery acceptance of products and/or performance of services ordered, or
- Terminated by County with thirty (30) days written notice prior to the cancellation.

7.) Insurance requirements for this project to be maintained through out the contract term (refer to Exhibit "C" for limits).

8.) Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.

9.) Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

10.) Bidder(s) agree that to the extent an item(s) is unavailable from Bidder's own inventory, Bidder(s) will be responsible for locating an alternative supplier and for providing the product or service to Hidalgo County at no cost to the County.

11.) Have been in business for at least two years.

12.) The bidder awarded the contract shall not engage the services of a subcontractor without prior written consent of Hidalgo County. When requesting written consent from Hidalgo County to retain a subcontractor to perform services hereunder the successful bidder must present evidence and submit to the County that the successful bidder and the proposed subcontractor possess all necessary licenses and permits to perform the services described herein and that the successful bidder and the proposed subcontractor have obtained and submitted the required insurance coverage and policies as required by Hidalgo County.

13.) The successful bidder shall not deliver products or provide services without a Hidalgo County Purchase Order, signed by an authorized agent of the Hidalgo County Purchasing Department.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increase might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to medicate 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 cost 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 Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:
Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Bus. Hwy. 281, Edinburg, Tx 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, JUNE 30, 2010 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, JULY 02, 2010 by 5:00 P.M.

EXHIBIT "B"
HIDALGO COUNTY PRECINCT 4
"HAULING SERVICES FOR ALL ROAD MATERIALS (EXCLUDING HOT-MIX)"
BID NO.: 2010-137-07-07-SGS

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable. **INCOMPLETE** submittals shall be considered a probable cause for disqualification.

PART 1:

AWARD WILL BE BASED ON THE LOWEST BID PER TON MEETING ALL REQUIRED SPECIFICATIONS/REQUIREMENTS. ROAD MATERIALS WILL BE HAULED FROM AWARDED VENDORS "PIT" LOCATIONS. LISTED VENDORS ARE SUBJECT TO CHANGE UPON MATERIAL CONTRACT EXPIRATION.

EXAMPLE:		**$3.00**	**25%**	**.75**
PLANT LOCATION/ ROAD MATERIALS		TOTAL COST PER TON	FUEL COSTS PERCENTAGE PER TON	CURRENT/BASE FUEL COST
Martin Marietta Materials- **Crushed Caliche**	**Jericho Pit-** 2 mi So. of Intersection FM 1017 to FM3250 on 3250 Linn, TX.	$	%	$
Frontera Materials- **Crushed Caliche**	**490 Pit-** 4.5 mi W. of US 281 on 490	$	%	$
	Reavis Pit- Approx 4 mi N. of US 83 on FM2221 La Joya, TX.	$	%	$
Roy's Hauling Service- **Pit-Run Caliche**	**Big Pit 3-** 3 mi W of US 281 on FM1017 to FM 3250, 1 mi So of FM3250 -(on West side)	$	%	$
	Big Pit 5- 4 mi N. of FM 1925 on Big 5 Rd.	$	%	$

PART II.

BID PRICE ADJUSTMENT BY HIDALGO COUNTY PRECINCT NO. 4

At the time of bid opening South Texas is experiencing historic high fuel prices. Therefore, Hidalgo County Precinct No.4 is requesting pricing adjustments based on the following:

A Fuel Cost Base Bid Price for project will be based on the OPIS Fuel Index for July 02, 2010. For each 10% (increase or decrease) in the OPIS Index of July 02, 2010 during the contract term, the fuel cost(s) portion of the awarded bid price(s) will be adjusted accordingly. (As per above samples, a 10% increase is reflected as follows: $1.00=$1.10 and $ 1.10=$1.21; a 10% decrease is reflected as follows: $1.00=$0.90 and$ 1.10=$0.99)

In the event you submit an invoice reflecting a price change under this provision, the Hidalgo County Precinct No. 4 will only honor the change if a copy of the OPIS report on which the change is based accompanies the invoice. Additionally, the Hidalgo County Precinct No. 2 reserves the right to independently verify changes in OPIS pricing and to modify an invoice amount based on a 10% change in the OPIS Index.

In determining whether price changes are permitted hereunder. The appropriate OPIS Index is the index issued of the date of the invoice

Acknowledgment and agreement to Bid Price Adjustment Part I & II for the term of the contract including any grace period extension.

The undersigned certifies that he has fully read and understands this "Request for Bid" and has full knowledge of the scope, quantity, and quality of the services and materials to be furnished and intends to adhere to the provisions described herein. The undersigned also affirms that they are duly authorized to submit this Bid, that this Bid has not been prepared in collusion with any other Vendor, and that the contents of this Bid have not been communicated to any other Vendor prior to the official opening of this Bid.

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE & FAX NUMBER:_____

E-MAIL ADDRESS:_____

CELLULAR NUMBER:_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____

DATE:_____

(Must be submitted with Bid Packet)

EXHIBIT "B-1"

HIDALGO COUNTY PRECINCT NO. 4
"HAULING SERVICES FOR ALL ROAD MATERIALS
(EXCLUDING HOT-MIX)"
RFB NO.: 2010-137-07-07-SGS

Hidalgo County Precinct No. 4 is requesting the following information for the available hauling trucks to be utilized for this project. Please fill out each section completely. All trucks shall be covered under the insurance requirements as set forth in Exhibit "C" of this document and under the same terms and conditions. Insurance must be maintained throughout the term of the contract. ***INCOMPLETE*** *submittals shall be considered a probable cause for disqualification.* ***For vendor owned vehicles- copies of Titles must be included.***

VEHICLE INFORMATION

VEHICLE YEAR/MAKE/ MODEL	VEHICLE IDENTIFICATION NUMBER	LICENSE PLATE NUMBER	UNIT NO.	VEHICLE CAPACITY- PER LOAD	VEHICLE OWNED/OR LEASED

Must be included with Bid Packet

EXHIBIT "B-2"

HIDALGO COUNTY PRECINCT NO. 4
"HAULING SERVICES FOR ALL ROAD MATERIALS"
(EXCLUDING HOT-MIX)
RFB NO.: 2010-137-07-07-SGS

DRIVER'S INFORMATION

DRIVER'S LISTED BELOW MUST PROVIDE A COPY OF THEIR CERTIFIED DRIVER'S LICENSE NO. WITH THIS BID

NAME OF DRIVER	CERTIFIED DRIVER'S LICENSE NUMBER	TRUCK/UNIT NUMBER

Must be included with Bid Packet

EXHIBIT "C"

Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

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

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

INSURERS AFFORDING COVERAGE

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE $ FIRE DAMAGE (Any one fire) $ MED EXP (Any one person) $ PERS & ADV INJURY $ GEN'L AGGREGATE $ PRODUCTS - COMP/OP AGG $
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT $ OTHER THAN AUTO ONLY: EA ACC $ AGG $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE $ AGGREGATE $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				☐ WC STATU ☐ OTHER E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 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

CANCELLED

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 Commissioner's 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 Commissioner's 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 05/29/2007

(Copy of receipt and this form must be submitted with bid)

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.:

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

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

Request for Taxpayer Identification Number and Certification

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

Print or type See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

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

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

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

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

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

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

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

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

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

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

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, 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 and BID TABULATION

Bid
for
HIDALGO COUNTY PRECINCT NO. 4
"HAULING SERVICES FOR ALL ROAD MATERIALS (EXCLUDING HOT-MIX)"
BID NO.: 2010-137-07-07-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: Roy's Hauling Service, Inc.
Address: P.O. Box 1896, Edinburg, Texas 78540
By: Roy Balderas
Printed Name: Roy Balderas Jr.
Title: Vice-President

OPENED
9:53am
7-07-2010
Witnessed

EXHIBIT "B"
HIDALGO COUNTY PRECINCT 4
"HAULING SERVICES FOR ALL ROAD MATERIALS (EXCLUDING HOT-MIX)"
BID NO.: 2010-137-07-07-SGS

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable. **INCOMPLETE** submittals shall be considered a probable cause for disqualification.

A

PART 1:
AWARD WILL BE BASED ON THE LOWEST BID PER TON MEETING ALL REQUIRED SPECIFICATIONS/REQUIREMENTS. ROAD MATERIALS WILL BE HAULED FROM AWARDED VENDORS "PIT" LOCATIONS. LISTED VENDORS ARE SUBJECT TO CHANGE UPON MATERIAL CONTRACT EXPIRATION.

EXAMPLE:		**$3.00**	**25%**	**.75**
PLANT LOCATION/ ROAD MATERIALS		TOTAL COST PER TON	FUEL COSTS PERCENTAGE PER TON	CURRENT/BASE FUEL COST
Martin Marietta Materials- **Crushed Caliche**	**Jericho Pit-** 2 mi So. of Intersection FM 1017 to FM3250 on 3250 Linn, TX.	$ 4.50	75 %	$ 3.38
Frontera Materials- **Crushed Caliche**	**490 Pit-** 4.5 mi W. of US 281 on 490	$ 4.50	75%	$ 3.38
	Reavis Pit- Approx 4 mi N. of US 83 on FM2221 La Joya, TX.	$ 6.25	75 %	$ 4.69
Roy's Hauling Service- **Pit-Run Caliche**	**Big Pit 3-** 3 mi W of US 281 on FM1017 to FM 3250, 1 mi So of FM3250 –(on West side)	$ 3.41	75%	$ 2.56
	Big Pit 5- 4 mi N. of FM 1925 on Big 5 Rd.	$ 3.41	75%	$ 2.56

PART II.
BID PRICE ADJUSTMENT BY HIDALGO COUNTY PRECINCT NO. 4
At the time of bid opening South Texas is experiencing historic high fuel prices. Therefore, Hidalgo County Precinct No.4 is requesting pricing adjustments based on the following:

A Fuel Cost Base Bid Price for project will be based on the OPIS Fuel Index for July 02, 2010. For each 10% (increase or decrease) in the OPIS Index of July 02, 2010 during the contract term, the fuel cost(s) portion of the awarded bid price(s) will be adjusted accordingly. (As per above samples, a 10% increase is reflected as follows: $1.00=$1.10 and $ 1.10=$1.21; a 10% decrease is reflected as follows: $1.00=$0.90 and$ 1.10=$0.99)

In the event you submit an invoice reflecting a price change under this provision, the Hidalgo County Precinct No. 4 will only honor the change if a copy of the OPIS report on which the change is based accompanies the invoice. Additionally, the Hidalgo County Precinct No. 2 reserves the right to independently verify changes in OPIS pricing and to modify an invoice amount based on a 10% change in the OPIS Index.

In determining whether price changes are permitted hereunder. The appropriate OPIS Index is the index issued of the date of the invoice

Acknowledgment and agreement to Bid Price Adjustment Part I & II for the term of the contract including any grace period extension.

The undersigned certifies that he has fully read and understands this "Request for Bid" and has full knowledge of the scope, quantity, and quality of the services and materials to be furnished and intends to adhere to the provisions described herein. The undersigned also affirms that they are duly authorized to submit this Bid, that this Bid has not been prepared in collusion with any other Vendor, and that the contents of this Bid have not been communicated to any other Vendor prior to the official opening of this Bid.

BIDDER/COMPANY NAME: Roy's Hauling Service, Inc.

ADDRESS: P.O. Box 1896

CITY/STATE/ZIP CODE: Edinburg, Texas 78540

PHONE & FAX NUMBER: Ph (956) 383-2206 Fax (956) 383-2569

E-MAIL ADDRESS: royshauling

CELLULAR NUMBER: (956)

AUTHORIZED SIGNATURE: Roy Balderas J

PRINTED NAME: Roy Balderas Jr.

TITLE: Vice-President

DATE: 07-06-2010

(Must be submitted with Bid Packet)

EXHIBIT "B-1"

HIDALGO COUNTY PRECINCT NO. 4
"HAULING SERVICES FOR ALL ROAD MATERIALS
(EXCLUDING HOT-MIX)"
RFB NO.: 2010-137-07-07-SGS

Hidalgo County Precinct No. 4 is requesting the following information for the available hauling trucks to be utilized for this project. Please fill out each section completely. All trucks shall be covered under the insurance requirements as set forth in Exhibit "C" of this document and under the same terms and conditions. Insurance must be maintained throughout the term of the contract. ***INCOMPLETE*** *submittals shall be considered a probable cause for disqualification.* ***For vendor owned vehicles- copies of Titles must be included.***

VEHICLE INFORMATION

VEHICLE YEAR/MAKE/ MODEL	VEHICLE IDENTIFICATION NUMBER	LICENSE PLATE NUMBER	UNIT NO.	VEHICLE CAPACITY - PER LOAD	VEHICLE OWNED/OR LEASED
2004 International	3HSCNAPR34N017193	2RH892		22-24	Owned
2000 International	2HSFTAER0YC037950	2RH900		22-24	Owned
2000 International	2HSFTAER94C037946	2RH899		22-24	Owned
1999 International	2HSFHAER0XC066851	2RH893		22-24	Owned
1998 International	2HSFHAER3WC044857	2RH896		22-24	Owned
2000 Peterbilt	1XPCDU9X7YD483207	2RH898		22-24	Owned
2000 Peterbilt	1XPCDU9X5YD483173	2RH897		22-24	Owned
2000 Mack	1MIAA13Y24W131349	RRH895		22-24	Owned
1999 Mack	1MIAA12Y9XW111180	2RH894		22-24	Owned
2000 Peterbilt	1XPCDU9X5YD483206	61XSH7		14-16	Owned
2000 Peterbilt	1XPCDU9X4YD493178	56MYJ6		14-16	Owned
1991 International	1HSHANXN9MH357044	7BKD30		14-16	Owned

Must be included with Bid Packet

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY COMMISSIONER PRECINCT NO. 4

BID OPENING DATE: JULY 07, 2010 | **BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "Hauling Services For all Road Materials (Excluding Hot-Mix)"

BID NO: 2010-137-07-07-SGS | **BUYER: Sandy Suarez**

BID RFB #	NAME OF COMPANY/LOCATION		TOTAL COST PER TON	FUEL COSTS PERCENTAGE PER TON	CURRENT/ BASE FUEL COST	SOLE-BIDDER
	Martin Marietta Materials- **Crushed Caliche**	**Jericho Pit-** 2 mi So. of Intersection FM 1017 to FM3250 on 3250 Linn, TX.	$ 4.50	75 %	$ 3.38	**Roy's Hauling Service, Inc P.O. Box 1896 Edinburg, TX. 78540**
	Frontera Materials- **Crushed Caliche**	**490 Pit-** 4.5 mi W. of US 281 on 490	$ 4.50	75 %	$ 3.38	
		Reavis Pit- Approx 4 mi N. of US 83 on FM2221 La Joya, TX.	$ 6.25	75 %	$ 4.69	
	Roy's Hauling Service- **Pit-Run Caliche**	**Big Pit 3-** 3 mi W of US 281 on FM1017 to FM 3250, 1 mi So of FM3250 – (on West side)	$ 3.41	75 %	$ 2.56	
		Big Pit 5- 4 mi N. of FM 1925 on Big 5 Rd.	$ 3.41	75 %	$ 2.56	

EXHIBIT "C"
INSURANCE REQUIREMENTS

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE 09/07/2010

PRODUCER
ValMor Insurance Agency
1303 North 10th
Suite 1
McAllen TX 78501

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
ROY'S HAULING SERVICE INC.
P. O. BOX 1896
EDINBURG TX 78540

INSURER A: ATLANTIC CASUALTY
INSURER B: Unitrin County Mutual Ins. Co.
INSURER C: TEXAS MUTUAL INS. CO.
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	L086800023	02/24/2010	02/24/2011	EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	FCNCCV2300075	08/20/2010	08/20/2011	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,010 $ $ $
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
	EXCESS LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $ $ $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	0001214204	07/19/2010	07/19/2011	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

1985 INTL #3732 1991 INTL #7044 1998 INTL #4857 1999 INTL #6851 1999 MACK #1180
2000 INTL #7950 2000 INTL #7946 2004 INTL #7193 2004 PTRB #3206 2004 PTRB #3207
2000 MACK #1349 2000 PTRB DUMP TRUCK #3178 2000 PTRB DUMP TRUCK #3173

CERTIFICATE HOLDER [ ] ADDITIONAL INSURED; INSURER LETTER:

COUNTY OF HIDALGO
ATTN: LETTY
2802 S BUSINESS HWY 281
EDINBURG TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25-S (7/97)

© ACORD CORPORATION 1988

Leticia Saenz

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, September 09, 2010 11:45 AM
To: 'Leticia Saenz'
Subject: FW: Review & Approval of C-10-137-09-14 & C-10-214-09-14-Roys Hauling Service Inc-Pct 4

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Thursday, September 09, 2010 11:42 AM
To: 'Martha Salazar'
Subject: RE: Review & Approval of C-10-137-09-14 & C-10-214-09-14-Roys Hauling Service Inc-Pct 4

Both contracts are fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, September 09, 2010 10:17 AM
To: 'Steve Crain'
Cc: 'Leticia Saenz'
Subject: FW: Review & Approval of C-10-137-09-14 & C-10-214-09-14-Roys Hauling Service Inc-Pct 4
Importance: High

Steve-

Please review and approve as to form.

Have been place for approval on next wks CC agenda.

Thanks.

Marty

From: Leticia Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Wednesday, September 08, 2010 5:38 PM
To: 'Martha Salazar'
Cc: 'Darlene Betancourt'; 'Sandy Suarez'
Subject: Review & Approval of C-10-137-09-14 & C-10-214-09-14-Roys Hauling Service Inc-Pct 4
Importance: High

Marty-

Please forward to legal counsel for review and approval of the attached "draft" Service Contract and Requirements Agreement with **Roy's Hauling Service, Inc.,** contract #s **C-10-137-09-14(Hauling of All Road Materials) Excluding Hot Mix** & **C-10-214-09-14 (Pit Run Caliche)** for **Precinct #4.**

Please advise.

Note: Contracts will be placed on the next CC agenda for final approval.

Thanks.

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2802 South Business Hwy. 281
Edinburg, Texas 78530
(056) 292-7000 x-4861 fax (056) 318-2620

AI-23251 **19.F.1.**

Hidalgo County - Lease Office Space - City of Edinburg - House a State District Court

CC REGULAR

Date:	10/05/2010
Submitted By:	Eric Trevino, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** District Courts

Information

CAPTION

Recommending to reject the sole bid received in order to modify specifications with authority to re-advertise including approval of modified procurement packet (i.e. specifications/requirements, legal notice, draft requirement agreement etc.) as attached hereto for: Hidalgo County - "Lease Office Space - City of Edinburg to House a State District Court" Bid No. 2010-346-10-27-ERT.

BACKGROUND

Current Contract is currently on "Holdover" provision on a month to month basis
Proposed Schedule of Events:
1st Advertisement: October 9, 2010
2nd Advertisement: October 16, 2010
Bid Opening Date: October 27, 2010

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-412-00-010-001-0-441

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

BUDGETARY IMPACT:

Available funds as of 9-30-10 is $41,400 as per PO # 645074.

Attachments

Link: Draft-Lease Agrmnt as appvd by legal-Lease of Office Space 430th Dist Crt

Link: MEMO, LEGAL NOTICE, SPECIFICATIONS

Link: BID PAGE SUBMITTED BY VENDOR

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/01/2010 11:41 AM	APRV
2	Budget & Management	Ivan Cantu	10/01/2010 01:25 PM	APRV
3	Sylvia Solis	Sylvia Solis	10/01/2010 03:51 PM	APRV
4	Auditor's Office		10/01/2010 05:24 PM	NEW

Form Started By: Eric Trevino

Started On: 09/29/2010 02:50 PM

Final Approval Date: 10/01/2010

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE
C-10-346-00-00

THIS LEASE is made and entered into by and between _____, referred to in this Lease as Lessor, and **THE COUNTY OF HIDALGO**, referred to in this "Lease" as "Lessee", in accordance with the Request for Bids (RFB) Procurement Packet, attached hereto as Exhibit "A".

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor, that certain real property described on Exhibit "B", attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises."

ARTICLE 1. TERM

Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall be for **one (1) year** commencing on _____**, 2010** (as hereinafter defined) and ending on _____ _____**, 2011** (as hereunder defined) unless sooner terminated or unless renewed and extended in accordance with Paragraph 1.2, hereof. The "Commencement Date" is the date the Premises are available for occupancy by Lessee, which date shall be ten(10) days following the date the Lessor provides Lessee written notice that the Lessor's negotiated remodeling obligation is complete. The "Termination Date" is the date twelve (12) months following the Commencement Date, unless the Commencement date is other than the first day of a calendar month, in which event the Term shall be extended by the number of days remaining in the

DRAFT

month which includes the Commencement Date, and the Termination Date shall be likewise extended. If the Premises are sold to an unrelated third party (not affiliated by common ownership with Lessor) at a time when more than six (6) months remains on the unexpired portion of the term of this Lease, then the unexpired portion of this Lease may, at Lessee's option, be shortened to six (6) months from the date of such sale.

Renewal or Termination

1.2. Lessee shall have the right and option to renew and extend the term of this Lease for an additional two (2) one (1) year terms, under the same rates, terms and conditions. If Lessee desires to renew and extend the term of this Lease for a renewal period, Lessee must give Lessor written notice of such renewal at least thirty (30) days prior to the termination of the initial lease term or any extension thereof. Any renewal or extension of this Lease shall be on the terms and conditions as provided herein. This Lease shall terminate and become null and void without further notice on the expiration of the term specified in Article 1.1, unless sooner terminated or renewed and extended in accordance with this Article 1.2; and any holding over by Lessee after the expiration of that term shall not constitute a renewal of the Lease or give Lessee any rights under the Lease in or to the Leased Premises.

Holdover

1.3 If Lessee holds over and continues in possession of the Leased Premises after expiration of the term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a month to month tenancy, subject to all of the terms and conditions of this Lease. The inclusion of this Article 1.2 shall not be construed as Lessor's consent for Lessee to hold over.

Termination

1.4 Lessee may declare this Lease, and all rights and interest created by it, to be

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terminated without cause upon giving the Lessor thirty (30) days written notice. Upon Lessee's electing to terminate, this Lease shall cease and come to an end as if the day of the termination party's election were the day originally fixed in the Lease for its expiration.

Lessor's Warranty of Quiet Enjoyment

1.5 Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or molestation by Lessor or any person claiming under Lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

ARTICLE 2. RENT

Base Rent

2.1 Lessee agrees to pay to Lessor, during the term hereof, a monthly rental equal to ($ Vendor's Bid Price) ($_____) per month. In the event the Commencement Date is a day other than the first day of the month, the rent for the period from the commencement date to the last day of the month shall be prorated by dividing the monthly rental by thirty (30) days, and multiplying the result by the number of days remaining in the month that includes the Commencement Date.

Time and Manner of Payment

2.2 All rent due under this article shall be paid by Lessee on a monthly basis and in advance, on the first (1st) business day of each month commencing on the Commencement Date. All installments of rent shall be paid in lawful money of the United States to the Lessor at (Vendor's Address, City/State and Zip Code**)** or such other location or locations as Lessor shall

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from time to time designate by written notice to Lessee. Any rent due for any partial month at the beginning or the end of the term hereof shall be prorated on the basis of a thirty (30) day month.

Taxes

2.3 Lessor is responsible for rendering and paying all real estate taxes on the Property. Lessee shall be responsible for taxes, if any, on Lessee's personal property located on the Premises.

ARTICLE 3. USE OF PREMISES

Permitted Use

3.1 Lessee may use the premises for office space and for any other lawful purpose.

Waste, Nuisance, or Illegal Use

3.2 Lessee shall not use, or permit the use of, the Premises in any manner that will result in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the premises or for any illegal purpose.

ARTICLE 4. REPAIRS AND MAINTENANCE

4.1 Lessee shall be responsible for providing general janitorial service. Lessee shall be responsible for all repairs and maintenance in connection with damage to the Premises caused by Lessee's negligent used of Premises, and damage to fixtures and improvements resulting from negligent or willful acts of the Lessee, or the Lessee's employees, agents, licenses or invitees. In addition, Lessee shall repair all injury caused by the installation or removal of furniture, fixtures or property permitted under this Lease to be removed from the Leased Premises. All such repairs shall be made in a good, workmanlike manner using high quality materials.

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Lessor's and Lessee's Duties to Repairs

4.2 Lessor shall maintain the foundation, roof, plumbing, heating, ventilation and air conditioning systems ("HVAC") and structural integrity of the Leased Premises and shall make all such necessary repairs to the foundation, roof plumbing, HVAC and structural integrity of the Leased Premises, except that Lessee shall make those repairs occasioned by Lessee's negligent use of the Leased Premises.

Lessor's Duty

4.3 Lessor shall construct, repair and maintain the Leased Premises so that the Premises will have:

(1) Effective waterproofing and weather protection of the contents of the Leased Premises by watertight roof, exterior walls, windows, and doors.

(2) Plumbing facilities that conform to applicable law, maintained in good working order.

(3) A water supply approved under applicable law that is under the control of Lessee, capable of producing hot and cold running water, or a system that is under the control of Lessor that produces hot and cold running water furnished to Lessee and connected to a sewage disposal system conforming to applicable law.

(4) Heating, ventilation and air conditioning facilities conforming to applicable law which are more than adequate to heat, ventilate and air condition the improvements on the Leased Premises, and are maintained in good-working order.

(5) Electrical lighting, with wiring and electrical equipment that conform to applicable law, maintained in good working order.

(6) Building, grounds, and appurtenances in every part clean, sanitary, and free from all accumulations of debris, and all areas under control of Lessor kept in every part clean, sanitary, and free from all accumulations of debris.

(7) Floor, stairways, and railings maintained in good repair.

(8) Landscaping (all greenery, watering, and maintenance).

(9) Parking Lot (including painting, striping, paving, etc.)

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Lessee's Right to Repair for Lessor or Vacate

4.4 (a) If after Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee, Lessee may make the repairs itself. In such a case, Lessee may deduct the expenses of the repairs from further payment of rent, terminate this Lease Agreement as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

(b) For purposes of this Section 4.4, if Lessor makes repairs at least fifteen (15) days following the date of Lessee's notice to Lessor, it will be presumed to have act in a reasonable time.

ARTICLE 5. UTILITIES

Utility Charges

Lessee shall pay all utility charges, including but not limited to, electricity and water, used in and about the Leased Premises during the term of this Lease, all such charges to be paid by Lessee directly to the utility company or municipality furnishing the same, before the same shall become delinquent.

ARTICLE 6. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Consent of Lessor

6.1 Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

Property of Lessor

6.2 All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessor may, however, require that Lessee remove any or all alterations, additions, and improvements installed or made by Lessee, and any

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other property placed on the Premises by Lessee, upon termination of the Lease. In the event that Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall repair any damage to the Premises caused by such removal.

ARTICLE 7. SIGNS

Signs

Subject to the written approval of Lessor, and further subject to applicable laws, ordinances and regulations, Lessee shall have the right to install signs on the Leased Premises. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

ARTICLE 8. MECHANIC'S LIEN

Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, and if such lien is claimed as a result of the acts of Lessee, Lessee will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien caused to be filed against the Premises or improvements on the Premises by Lessee, including expenses and interest, shall be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice, together with interest at ten percent (10%) per annum until repaid.

ARTICLE 9. INSURANCE AND INDEMNITY

Property Insurance

9.1 Lessor shall, at its own expense, during the term of this Lease, keep all buildings and improvements on the Leased Premises insured against loss or damage by fire with extended

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coverage to include direct loss by windstorm, hail, explosion, riot, or riot attending a strike, civil commotion, aircraft, vehicles, and smoke, in the aggregate amounts of not less than the full fair insurable value of the buildings and improvements. The insurance is to be carried by one or more insurance companies licensed to do business in Texas and approved by Lessee. The policies shall provide that any proceeds for loss or damage to buildings or to improvements shall be payable solely to Lessor, which sum Lessor shall use for repair and restoration purposes as provided herein. Lessee shall maintain all insurance on Lessee's personal property located within the Leased Premises and Lessee covenants and agrees that Lessor shall have no responsibility for damage or destruction of Lessee's personal property located within the Leased Premises.

General Liability Insurance

9.2 **Lessor**. Lessor, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance with limits of at least Five Hundred Thousand Dollar ($500,000.00), naming Lessee as additional insured. Prior to occupancy of the Premises, Lessor shall provide Lessee with evidence of such insurance.

9.3 Lessee. Lessee, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance in the amounts deemed adequate by Lessee.

Remedy for Failure to Provide Insurance

9.4 Lessor shall furnish Lessee with the original of all insurance policies required by this Article. If Lessor does not provide such policies or proof of such insurance within ten (10) days of the execution of this Lease, or if Lessor allows any insurance required under this Article to lapse after receipt of notice of cancellation or of non-renewal, or if Lessor fails to deliver proof of insurance showing coverages to Lessee prior to the effective date of such insurance and the original insurance policy within thirty (30) days thereafter, such failure shall be a default of

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Lessor under this Lease; or Lessee may, but shall not be required, to take out such insurance and pay the premiums on the necessary insurance to comply with Lessor's obligations under the provisions of this Article. Lessor agrees to reimburse Lessee all amounts spent by Lessor to procure and maintain such insurance within fifteen (15) days after demand from Lessor. Failure to pay such amount when due shall be a default of Lessor under this Lease.

ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES

Notice to Lessor

10.1 If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

10.2 If the building on the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if it should be so damaged that rebuilding is necessary, this Lease Agreement, at the option of the Lessee, shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence.

10.3 If the Leased Premises should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs can reasonably be completed with thirty (30) working days from the date of the occurrence of the damage, this Lease shall not terminate, but Lessor shall, if the casualty has occurred prior to the final six (6) months of the lease term, at Lessor's sole cost and risk proceed forthwith to rebuild or repair the Leased Premises to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final six (6) months of the lease term, Lessor shall not be required to rebuild or repair such damage. If the Leased Premises are to be rebuilt or repaired and are untenantable in whole

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or in part following such damage, the rent payable hereunder during the period in which they are untenantable shall be adjusted equitably. In the working days from the date of the occurrence of the damage, Lessee may at its option terminate this Lease by written notification at such time to Lessor, whereon all rights and obligations hereunder shall cease.

ARTICLE 11. CONDEMNATION

Total Condemnation

11.1 If during the term of this Lease all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the premises by the condemning authority.

Partial Condemnation

11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation.

If the Leased Premises are partially condemned and Lessee fails to exercise the option to terminate the Lease under this section, or if less than ten percent (10%) of the Leased Premises are condemned, this Lease shall not terminate, but Lessor may, at its sole expense, restore and reconstruct the building and other improvements situated on the Leased Premises to make them reasonably tenantable and suitable for the uses for which the Premises are Leased. The

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rent payable under Sections 2.1 of this Lease shall be decreased equitably during the period of such restoration or reconstruction.

Condemnation Award

11.3 Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

ARTICLE 12. DEFAULT

Default by Lessee

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of fifteen (15) days after written notice from Lessor, Lessor may at its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass and re-let the Premises, or any part of the Premises, for all or any part of the remainder of the Lease term, to a party satisfactory to Lessor and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relet after reasonable efforts to do so, or should such monthly rental be less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of reletting, then Lessee shall pay the amount of such deficiency plus reasonable attorney's fees to Lessor.

Default by Lessor

12.2 If Lessor defaults in the performance of any terms, covenants, or conditions

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required to be performed by it under this Lease, in addition to other remedies afforded Lessee under this Lease or at law, Lessee may elect that: Upon Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee, Lessee may vacate the Premises, in which case it shall be discharged from further payment of rent, the performance of all other terms and conditions of this Lease, and this Lease shall terminate as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

Cumulative Remedies

12.3 All rights and remedies of Lessor and Lessee under this Article shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Lease. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

Waiver of Breach

12.4 A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

ARTICLE 13. ASSIGNMENT AND SUBLETTING

Assignment and Subletting by Lessee

13.1 Lessee may sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, with the written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the written consent of Lessor, Lessor may, at its option, declare this Lease terminated and Lessee and

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Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sublessee, must assume all of Lessee's obligations under this Lease, and Lessee shall remain liable for every obligation under the Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

Assignment by Lessor

13.2 Lessor may assign or transfer any or all of its interests under the terms of this Lease.

ARTICLE 14. MISCELLANEOUS

Notices and Addresses

14.1 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

Lessor:	**Lessee**:
_____	County of Hidalgo
_____	Attn: County Judge
_____	100 East Cano (2nd Floor)/PO Box 1356
_____	Edinburg, Texas 78540

Either party may change the address to which notices are to be sent it by giving the other party written notice of the new address in the manner provided in this section.

Parties Bound

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

Texas Law to Apply

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14.3 This Lease Agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

Legal Construction

14.4 In case any one or more of the provisions contained in this Lease Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the Lease Agreement, and this Lease Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the Lease Agreement.

Prior Agreements Superseded

14.5 This Lease Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Lease Agreement.

Amendment

14.6 No amendment, modification, or alteration of the terms of this Lease Agreement shall be binding unless it is in writing, dated subsequent to the date of this Lease Agreement, and duly executed by the parties to this Lease Agreement.

Rights and Remedies Cumulative

14.7 The rights and remedies provided by this Lease Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

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Attorneys' Fees and Costs

14.8 If, as a result of a breach of this Lease Agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorneys' fees and costs incurred to enforce the Lease.

Force Majeure

14.9 Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Real Estate Commission and Finder's Fees

14.10 Neither Lessor nor Lessee has entered into any real estate commission or finder's fee agreements with any broker, agent or finder in respect of this transaction, and Lessor and Lessee each agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease or the transactions contemplated hereby.

Estoppel Information

14.11 Lessee shall, at the request of Lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

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Time of Essence

14.12 Time is of the essence of this Lease Agreement.

Commitment of Current Revenues Only

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

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THE UNDERSIGNED Lessor and Lessee execute this Lease Agreement on the_____ day of _____, 2010.

LESSOR:

By:_____

LESSEE:
HIDALGO COUNTY

By: _____
Rene A. Ramirez, County Judge

ATTEST:

By: _____
Arturo Guajardo Jr., County Clerk

Approved on Commissioners' Court_____, 2010

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

By: _____
Stephen L. Crain, Attorney

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EXHIBIT "A"

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

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EXHIBIT "B"

PROPERTY/LEGAL DESCRIPTION

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EXHIBIT "C"

VENDOR'S BID PRICE

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EXHIBIT "D"

INSURANCE CERTIFICATE

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PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: **ALL DEPARTMENT HEADS – BUDGET DEPT / 430TH DISTRICT COURT**

FROM: Eric Trevino
Hidalgo County Purchasing Department

DATE: March 15, 2010

RE: **Approval of Specifications For: – Hidalgo County Judicial Court-"Lease of Office Space in the City of Edinburg to House 430th District Court" Bid No. 2010-067-00-00-ERT**

Please review the following **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. If specification is **NOT** met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.

If your answer is **DISAPPROVE**, please modify as necessary in order to meet your specifications and return the revised copy via fax to the designated Buyer in the Purchasing Department.

If you have any questions, please call us at (956) 318-2626 ext # 4882 (Eric)

APPROVE	☑	DISAPPROVE	☐
APPROVE WITH MODIFICATIONS	☐		

Funds Availability: √ YES / _____ NO/_____

Other (Specify) (Allow 430th D.C. to review our recommendation.)

Budget Account No.: 0-1100-412-00-010-001-0-441

Monica Badillo | Monica Badillo | Exec. Office | 3/19/10

SIGNATURE | PRINTED NAME | DEPARTMENT | DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: eric.trevino@co.hidalgo.tx.us preferably by no later than Friday, March 19, 2010 @ 5:00 P.M. or at your earliest convenience in order to attach it to the agenda item for Commissioners Court. Thank You.

Enclosures

Bid No: 2010-346	Buyer: Eric Trevino	Tel. No: (956) 318-2626 ext. 4882

REQUEST FOR BIDS

HIDALGO COUNTY

"LEASE OFFICE SPACE - CITY OF EDINBURG - HOUSE A STATE DISTRICT COURT"

BID OPENING DATE:

OCTOBER 27, 2010

Contact Person:

Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 - New Administration Building
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **HIDALGO COUNTY – "LEASE OFFICE SPACE-CITY OF EDINBURG-HOUSE A STATE DISTRICT COURT"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2010-346-10-27-ERT HIDALGO COUNTY - "LEASE OFFICE SPACE-CITY OF EDINBURG-HOUSE A STATE DISTRICT COURT"** and in County's Purchasing Department, 2812 So. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, OCTOBER 27, 2010. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-2010-346-10-27-ERT RFB-HIDALGO COUNTY – "LEASE OFFICE SPACE- CITY OF EDINBURG-HOUSE A STATE DISTRICT COURT".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize

himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **HIDALGO COUNTY - "LEASE OFFICE SPACE- CITY OF EDINBURG-HOUSE A STATE DISTRICT COURT"** 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
  Valde Guerra, Budget Officer
  2818 South Business Hwy 281
  Edinburg, Texas 78539
  ATTN.: Valde Guerra (956) 292-7025

17. Schedule of Events

Bid Opening, 9:30 AM	**OCTOBER 27, 2010**
Award of Contract	_____, 2010
Commence Work or Deliver Products	_____, 2010

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the

contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

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

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The

disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in

any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For

HIDALGO COUNTY
"LEASE OFFICE SPACE-CITY OF EDINBURG -HOUSE A STATE DISTRICT COURT"
BID NO.: 2010-346-10-27-ERT

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: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

(THIS PAGE MUST BE SUBMITTED WITH BID)

EXHIBIT "A"
HIDALGO COUNTY
LEASE OFFICE SPACE-CITY OF EDINBURG-HOUSE A STATE DISTRICT COURT
BID NO. 2010-346-10-27-ERT

SPECIFICATIONS

SCOPE OF WORK:
Hidalgo County is seeking bidders to establish a contract for "Lease Office Space-City of Edinburg-House a State District Court". The proposed building should be in good habitable condition and shall consist of the following:

SPECIFICATIONS:

1. **Hidalgo County has the sole option to award the amount of square feet required.**

2. **Hidalgo County will ONLY award the amount of square feet required.**

3. The proposed office building shall consist of a minimum of 5,000 square feet of available office space for Hidalgo County.

4. Hidalgo County will determine the final configuration of the floor plan.

5. Bidder shall charge by the square foot for the rental of space on a monthly basis.

6. The proposed building should be located within a two (2) block radius of the Hidalgo County Courthouse located at 100 N Closner Blvd, Edinburg, TX.

7. The proposed building must meet all ADA Requirements including but not limited to, all entrances, restrooms and/or parking areas. An existing building must be ready for occupancy with all specifications completed and in compliance with the Americans with Disabilities Act, forty-five (45) days from the date of the awarding of the bid and execution of the lease document, or the award will become null/void.

8. If any renovations to the building are necessary in order to comply with the specifications mentioned herein, said renovations will be made by the bidder and at the bidder's expense. The renovations will be completed and constructed according to a floor plan, diagram or scheme as requested and approved by Hidalgo County Judicial Court. All remodeling or renovations will be completed ninety (90) days from the date of bid award. If completion date is not met,

awarded bid and lease may become null/void.

9. Said building shall accommodate for Courtroom with measurements a minimum of 800 square feet for:
a. Lawyers Bar Wall
b. Judge's Bench
c. Jury Box
d. Witness Stand
e. Court Reporters Area

10. Said building shall accommodate a minimum of 2 offices for District Clerk staff and for a file room with a minimum of 100 square feet each.

11. Lobby to be with said measurement of a minimum of 300 square feet.

12. Restrooms as follows:
a. One (1) Staff (Unisex)
b. One (1) Unisex
c. One (1) Male
d. One (1) Female

13. Jury room with a minimum of 180 square feet.

14. Bid premises must have public restrooms, one (1) for men, one (1) for women and shall be handicapped accessible. Separate restroom facilities for employees.

15. Storage area with a minimum of 50 square feet.

16. Staff open space with a minimum of 250 square feet.

17. Judge's chambers space with a minimum of 180 square feet.

18. Building should have a minimum of three (3) fire extinguishers or amount required by the City Fire Code under federal, state, local and building codes and regulations. Floor area exits or exit access doorways must comply with the City Fire Code under federal, state and local building codes and regulations.

19. The guest parking lot shall consist of a minimum of forty (40) parking spaces with a minimum of two (2) designated handicapped parking with the shortest accessible route, a ramp should be available leading to the building. Building access must comply with American Disability Act Parking Requirements.

20. The building should be well insulated with ERA rating of minimum of eleven (11).

21. Prior to occupancy or commencement of the contract and every year afterward for the duration of the contract, the Lessor must provide acceptable indoor air quality. The quality of the air in and occupied enclosed space that is within an established temperature and comfort zone and which does not contain air contaminants in sufficient concentration to produce a negative impact on the health and comfort of the occupants. Established temperature and relative humidity comfort zones are defined as:

- Temperatures must be maintained between 68 and 76 degrees Fahrenheit depending on the season (winter 68-73; summer 73-76); relative humidity levels must be maintained between 30% and 55%, with the humidity level not less than 30% and not to exceed 55%.

- Hidalgo County reserves the right to review the Indoor Quality Test results.

22. During the term of the lease, the building must be well ventilated as required by law: Carbon Dioxide level cannot be more than 700 ppm of contiguous outside ambient air, and Carbon Dioxide levels cannot exceed 1200 ppm. If there are gas appliances (heaters, a/c system), prior to occupancy and as required by Lessee, Lessor must provide documentation proof that all gas operating appliances have been inspected and are functioning properly to prevent the inappropriate accumulation of Caron Monoxide levels. If Carbon Monoxide levels are identified. Carbon Monoxide Levels must not exceed 1 ppm.

23. During the term of the lease, all air conditioning systems must comply with the American Society of Heating, Refrigeration and Air-Conditioning Engineers Specifications (ASHRAE). Proof of compliance with specifications must be provided at the time of the bid. Maintenance of air conditioning, heating will be the responsibility of the lessors expense.

24. Prior to occupancy, plus during the term of the lease upon written request of Lessee, Lessor will provide documentation from an approved laboratory source that biological contaminant levels (i.e., mold, mold spores, fungi, yeast, etc.) within the building do not exceed more than 10% of contiguous outside air levels.

25. HVAC Systems must be cleaned and inspected prior to occupancy by Hidalgo County and on an annual basis at the Lessor's expense.

26. Hidalgo County requires a third party inspection, at Lessor's expense, of roof system assessment with reports on:
    a. Age, Condition, and Warranty of the Roof

27. Hidalgo County requires the Lessor to maintain a weather tight roof system throughout the term of the lease.

28. Bid premises shall have water, sewer, garbage pickup in addition to electricity and natural gas. Building must have natural adequate lighting at each hallway and office area, with not less than 70 foot candles at any desk station.

29. Security lighting must be provided on the outside of the proposed building and approved by Hidalgo County.

30. The bidder who will be awarded the contract/lease will ensure that the facilities (toilets, water faucets, and air conditioning, heating, etc.) within the building are working properly before and during the rental/lease of the building and will provide all upkeep and maintenance under the lease.

31. Building shall be in good working condition and be handicap accessible to provide services to all clients.

32. All repairs will be done on a timely manner as prioritized by Hidalgo County.

33. Bidder must provide the legal description of the property along with your bid and include a proposed "floor plan layout" of your facility.

34. Hidalgo County must have permission to install phone lines, audio, video and/or data cabling in the facility if necessary.

35. Prior to occupancy, Lessor must provide documented proof that the building is asbestos free, if applicable.

36. Upon submission of bid, Hidalgo County reserves the right to tour and visit proposed building.

37. Hidalgo County reserves the right to have the building inspected on an as needed basis in as much as to ensure that the building is meeting up to standards requirements while contract is ongoing with the County.

38. Building must be free of insects and rodents prior to occupancy by the Hidalgo County Judicial Court. Pest control maintenance will be at the Lessor's expense throughout the term of the contract/lease.

REQUIREMENTS:

The awarded bidder shall adhere to the following insurance requirements:

1. Bidder(s) shall provide insurance for the building to be leased against fire,

accidents and natural disaster throughout the term of lease. Also, Bidder shall maintain liability insurance on the premises as indicated on Exhibit "C".

2. Certificates of insurance shall be submitted to Hidalgo County Purchasing Department for approval prior to rental services being performed by lessor hereunder.

3. Each policy of insurance required hereunder shall extend for a period equivalent to or longer than the term of this Lease, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to cancellation of any such coverage on the termination date or otherwise the lease shall be automatically suspended upon the cancellation or other termination of required policy of insurance hereunder.

4. Property insurance policy shall provide that any proceeds for loss or damage to building or to improvements shall be payable solely to Lessor, which sum Lessor shall use to repair and restoration purpose.

TERMS AND CONDITIONS:

1. The term of the bid contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract for two (2) additional one (1) year term under the same rates, terms and conditions.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term due to any unforeseen delay in the procurement process.

3. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.

4. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

5. 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 (30) days written notice prior to cancellation.

6. All costs and expenses associated with the preparation and submission of (bid, proposals and / or quotes) shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.

7. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next most qualified bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

8. The successful bidder will indemnify and hold harmless the County, and its officers, officials, and employees, agents and attorneys for any and all claims and expenses arising out of or related to the performance of the contract awarded pursuant hereto.

Additional information:

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, **AT 2802 SOUTH BUSINESS HWY 281, EDINBURG, TEXAS 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN QUESTIONS WILL BE ACCEPTED VIA EMAIL NO LATER THAN, Wednesday, October 20, 2010 at 5:00 p.m. at eric.trevino@co.hidalgo.tx.us . Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, October 22, 2010 at 5:00 p.m

HIDALGO COUNTY
LEASE OFFICE SPACE-CITY OF EDINBURG-HOUSE A STATE DISTRICT COURT"
BID NO.: 2010-260-08-04-ERT

BID PAGE

BID PRICE PER SQUARE FOOT: $ 1.85

TOTAL MONTHLY BID PRICE: $ 8325.00/ea

TOTAL SQUARE FEET OFFERED NOT EXCEEDING 4,500 SQUARE FEET: 4500.

PHYSICAL LOCATION OF PROPOSED BUILDING: ONE BLOCK WEST OF HIDALGO COUNTY COURTHOUSE AT 111 SOUTH 9th STREET, EDINBURG, TX.

BIDDER'S INFORMATION

BIDDER/COMPANY NAME: Jose E. Garcia
ADDRESS: 4401 N. McColl Rd.
CITY/STATE/ZIP: McAllen, Texas 78504
PHONE NO/FAX NO: (956) 630-0081 / Fax (956) 630-3631
CELL PHONE NO: (956) 607-8002
E-MAIL ADDRESS: JEG@grlaw.net
AUTHORIZED SIGNATURE: Jose E. Garcia
TITLE: OWNER

OPENED
9:51am
8-04-2010
Witnessed

gf

30/10

AI-23145 **19.G.1.**

Approval of an AIA B101-2007 / AIA 201-2007 with Dannenbaum Engineering Co-(WIC Offices at Pct 4 in Edinburg, Texas)

CC REGULAR

Date:	10/05/2010
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** WIC

Information

CAPTION

Approval of a B101-2007 (Standard Form of Agreement between Owner & Architect) and AIA 201-2007 (General Conditions of the Contract for Construction) with DANNENBAUM ENGINEERING COMPANY in connection with "Building Repairs and/or Additions and Renovations to the W.I.C. Offices located in Edinburg, Texas on the North Side of Richardson Road and East of Doolittle Road within Hidalgo County Precinct No. 4") through contract #C-10-101-03-16 as ranked and selected by CC for an "on call basis" including release of processed purchase order #646589-$42,775.00.

BACKGROUND

AIA B101 - 2007 as reviewed and approved by legal
AIA A201 - 2007 as reviewed and approved by legal
Additional Supplemental Conditions to the AIA B101-2007 as reviewed and approved by legal

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1292-441-00-350-011-0-720

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

BUDGETARY IMPACT:

PO #646589 for Dannenbaum Engineering Corp. Amount available as of 9-30-10 $42,775.00

Attachments

Link: A/A B101-2007-DEC appvd by legal

Link: a/a a201-2007-DEC appvd by legal

Link: Addt'l Supp Cond to B101-2007-Articles 14&15 appvd by legal

Link: Contract Scheduled Rates-DEC

Link: DEC-Insurance Certificate

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/30/2010 11:23 AM	APRV

2	Budget & Management	Ivan Cantu	09/30/2010 01:55 PM	APRV
3	Ivan Cantu	Ivan Cantu	10/01/2010 01:59 PM	APRV
4	Auditor's Office		10/01/2010 05:24 PM	NEW

Form Started By: Letty Saenz Started On: 09/22/2010 03:08 PM

Final Approval Date: 10/01/2010

DRAFT

AIA® Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the «**28th** » day of «**September** » in the year «**2010** »
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

County of Hidalgo
3100 South Business Highway 281, Suite D
Edinburg, Texas 78539
(956)289-7850

and the Architect:
(Name, legal status, address and other information)

Dannenbaum Engineering Company
1109 Nolana Loop, Suite 208
McAllen, Texas 78504
(956) 682-3677

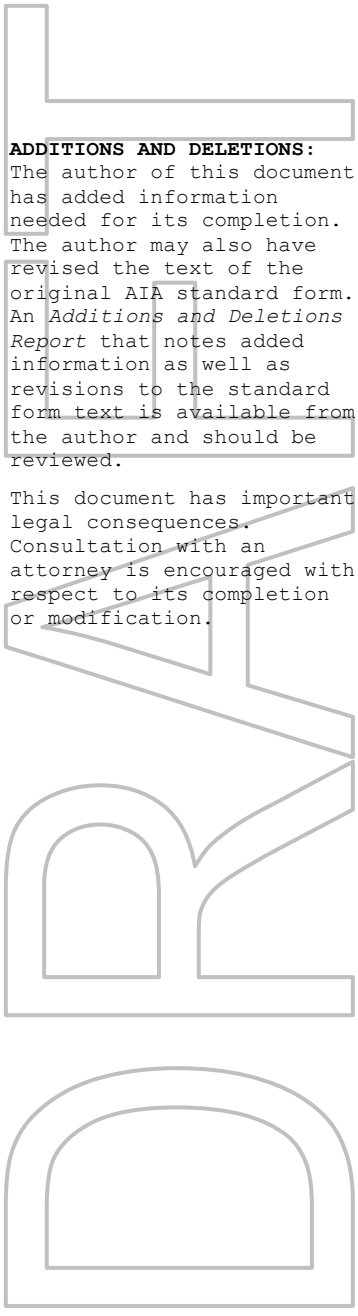
for the following Project:
(Name, location and detailed description)

Building Repairs and/or Additions and Renovations to the W.I.C. Offices located in Edinburg, Texas on the North Side of Richardson Road and East of Doolittle Road within Hidalgo County Precinct No. 4 « »
« »

The Owner and Architect agree as follows.

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

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



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User Notes: (1701393010)

TABLE OF ARTICLES

1 INITIAL INFORMATION

2 ARCHITECT'S RESPONSIBILITIES

3 SCOPE OF ARCHITECT'S BASIC SERVICES

4 ADDITIONAL SERVICES

5 OWNER'S RESPONSIBILITIES

6 COST OF THE WORK

7 COPYRIGHTS AND LICENSES

8 CLAIMS AND DISPUTES

9 TERMINATION OR SUSPENSION

10 MISCELLANEOUS PROVISIONS

11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

« »

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

«To be determined at a later date by mutual agreement

.2 Substantial Completion date:

«To be determined at a later date by mutual agreement

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall negotiate adjustments in schedule, compensation and Changes is Work in accordance with Section 3.6.5 and 4 .

§ 1.4 This is a non-exclusive Contract. Owner is not precluded from retaining the service of other architects for projects within Precinct No.4. The purpose of the Architect's services shall include, but not be limited to, projects involving remodeling, alterations and repairs.

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User Notes: (1701393010)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

~~**§ 2.2** The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.~~

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project, "The Architect's Designated Representative is: (Steven L. McGarraugh, AIA)"

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.4.1 The Architect shall be a representative of the Owner with respect to this Project, and shall not engage in any activity or course of conduct which is detrimental to the Owner's best interests. The Architect shall take all reasonable steps necessary to comply with the terms and conditions set forth in Section 3.6.2—Evaluation of the Work.

§ 2.4.2 The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner , unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's consultants similar agreements to maintain the confidentiality of information specifically designated as confidential by the Owner.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the *requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall* reimburse the Architect for any additional cost:
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

« $1,000,000 (See the attached Insurance Certificate) »

.2 Automobile Liability

« $1,000,000 (See the attached Insurance Certificate)»

.3 Workers' Compensation

« $1,000,000 (See the attached Insurance Certificate)»

.4 Professional Liability

« $2,000,00 / $4,000,000 (See the attached Insurance Certificate)»

§ 2.6 ADDITIONAL BASIC SERVICES PROVIDED BY ARCHITECT

§ 2.6.1 To the extent any existing facilities are present at the location of the Project, the Architect shall provide a review of such existing facilities, and shall make recommendations to Owner regarding the modification of such facilities which are necessary to complete the Project and to bring the existing facilities into compliance with applicable laws, codes, regulations and ordinances.

§ 2.6.2 The Architect shall be responsible for coordination and review of all Owner supplied data, and the dissemination of such data to Owner's and Architect's consultants and to any contractors, subcontractors and other parties as may need such data to perform their duties or responsibilities with respect to the Project.

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§ 2.6.3 The Architect shall assist the Owner in preparing any Project schedules or timelines and in monitoring the progress of Owner, Architect, and any consultants, contractors, subcontractors or other parties which may be responsible for completing the tasks designated in such schedules or timelines. Architect shall make recommendations to Owner regarding changes and updates in schedules or timelines, as well as any action required by Owner as result of any failure or any person to comply with schedules or timelines.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.

§ 3.1.4 ~~The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.~~ The Architect shall be a representative of the Owner with respect to this Project, and shall not engage in any activity or course of conduct which is detrimental to the Owner's best interests. The Architect shall take all reasonable steps necessary to comply with the terms and conditions set forth in Section 3.6.2—Evaluations of the Work."

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.7 In addition to the responsibilities and basic services indentified in Articles 2 and 3 respectively, the following services shall be the responsibility of the Architect without additional compensation:

§ 3.1.7.1 Schedule Development and Monitoring;
§ 3.1.7.2 Programming (in coordination with Owner);
§ 3.1.7.3 Civil Design;
§ 3.1.7.4 Landscape Design;
§ 3.1.7.5 On-Site Project Representation;
§ 3.1.7.6 Record Drawings (in coordination with Contractor)'
§ 3.1.7.7 Structural Design;
§ 3.1.7.8 MEP Design;
§ 3.1.7.9 Architect (in coordination with Owner).

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§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review and comply with laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner approved by the Owner in writing regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations. At the Architect's option, the Schematic Design Documents may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in detail their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare

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Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project and shall assist the Owner with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project."

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work indicated by changes in requirements or general market conditions.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.4.6 At the award of construction contract, the Architect shall incorporate all addenda, bid clarifications, changes accepted, alternatives and open alternatives into a "For Construction" set of drawings at the Owner's request.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner, if requested in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents, General Conditions and Supplementary Conditions, Specifications and Drawings.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- **.1** procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- **.2** distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- **.3** organizing and conducting a pre-bid conference for prospective bidders;
- **.4** preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- **.5** organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders upon Owner's written approval thereof.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents, General Conditions and Supplementary Conditions, Specifications and Drawings.

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§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

.1 procuring the reproduction of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;

.2 organizing and participating in selection interviews with prospective contractors; and

.3 If requested by the Owner participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors upon Owner's written approval thereof.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction as modified by Owner and current as of the date of this Agreement. Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Architect.

§ 3.6.1.2 The Architect shall be a representative of and shall advise the Owner during the construction until final payment to the contractor is paid, and at the Owner's direction, during the period of correction of the Work described in the Contract for Construction. The Architect shall furnish architectural services and consultations necessary to correct minor construction defects encountered during such correction period. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates at the expiration of the period of correction for the Work as described in the Contract for Construction.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect as representative of the Owner, shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, 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. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner 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. However, the Architect shall not have control over or charge of the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of acts or omissions of the Contractor, Subcontractor, or their agents or employees, or of any other person or entities performing portions of the Work.

§ 3.6.2.1.1 The Architect will attend, as the Owner's representative, all concrete pours that are contributory to the structural integrity of the building (including all concrete footings, grading beams, floor slabs, and concrete superstructure components if applicable) and to take all reasonable care to determine general conformance with the Contract Documents and to notify both the Owner and contractor of any observed deficiencies. Furthermore, job site meetings shall be held monthly with weekly reports provided by the Architect. In the event there are additional meetings at the Owner's request the Architect shall be entitled to charge the hourly rate for Architectural services set forth on the attached exhibit "D". Attendees will include the Owner, the General Contractor's Project Manager, the

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General Contractor's Project Superintendent and the Architect. Said meetings will begin at the time of Construction commencement and shall cease after substantial completion of the Work

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. The Architect shall be required to promptly notify the Owner of any nonconforming Work and shall reject such nonconforming work unless the Owner objects to the rejection in writing with 24 hours of such notification. Performance of any additional inspection or testing which would result in additional costs to the Owner shall require advance notice to and the written approval of the Owner. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Construction Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor,. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007 as modified by Owner and attached hereto as Exhibit "B ", the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.2.6 The Architect shall be responsible for providing services, at no additional cost to the Owner, which are made necessary by major defects or deficiencies in the contractor's work which the Architect should have discovered through reasonable care.

§ 3.6.2.7 The Architect and the Owner and the Owner shall at all times have access to the Work whenever it is in preparation or progress.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's 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 (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate of Payment shall not be a representation that the Architect has ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum, as defined in Section 9.1 of the AIA A201-@007 attached hereto as Exhibit " " and incorporated herein for all purposes.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review.

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§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. 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.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. 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.

§ 3.6.4.4 The Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. The Architect may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe the Work to be added, deleted or modified in accordance with Article 4. Preparation of Change Orders which do not substantially affect the Project shall be included in the compensation computed in Article 11 and at no additional cost to the Owner.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.5.3 The Architect shall review properly prepared, timely requests by the Owner or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the Architect may issue an order for a minor change in the Work or recommend to the Owner that the Requested change be denied.

§ 3.6.5.4 If the Architect determines that implementation of the requested changes would result in a material change to the contract that may cause an adjustment in the Contract Time or Contract Sum, the Architect shall make a recommendation to the Owner, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, the Architect shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a Change in Services of the Architect. With the Owner's approval, the Architect shall incorporate those estimates into a Change Order or other appropriate documentation for the Owner's execution or negotiation with the Contractor.

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§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance and to make appropriate recommendations to the Owner.

§ 3.6.6.6 The Architect shall be responsible for a complete reevaluation of the Project during the eleventh (11^{th}) month after Substantial Completion. Such services shall be furnished without additional charge except for travel and subsistence costs. Furthermore, the Architect shall report all deficiencies observed during said evaluation and shall be responsible for monitoring the correction of said deficiencies.

§ 3.6.6.7 Warranty Phase- The Architect shall be responsible for reporting all known building deficiencies to the Contractor for a period of one (1) year from the date of Substantial Completion. Additionally, the Architect shall monitor the progress of the reported corrections and furnish the Owner with written notification of complete corrections. The one-year period shall be extended to portions of the Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. The obligation under this paragraph 3.6.6.7 shall survive the acceptance of the Work under the Construction Contract.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.
(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services		**Responsibility** *(Architect, Owner or Not Provided)*	**Location of Service Description** *(Section 4.2 below or in an exhibit attached to this document and identified below)*
§ 4.1.1	Programming	Owner	Has been provided by Owner
§ 4.1.2	Multiple preliminary designs	Architect	4.2
§ 4.1.3	Measured drawings	Not Included	N/A
§ 4.1.4	Existing facilities surveys	Not Included	N/A
§ 4.1.5	Site Evaluation and Planning (B203™–2007)	Not Included	N/A
§ 4.1.6	Building information modeling	Not Included	N/A
§ 4.1.7	Civil engineering	Architect	4.2
§ 4.1.8	Landscape design	Architect	4.2

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§ 4.1.9	Architectural Interior Design (B252™–2007)	Not Included	N/A
§ 4.1.10	Value Analysis (B204™–2007)	Not Included	N/A
§ 4.1.11	Detailed cost estimating	Architect	4.2
§ 4.1.12	On-site project representation	Architect	4.2
§ 4.1.13	Conformed construction documents	Not Included	N/A
§ 4.1.14	As-Designed Record drawings	Architect	4.2
§ 4.1.15	As-Constructed Record drawings	Architect	4.2
§ 4.1.16	Post occupancy evaluation	Not Included	N/A
§ 4.1.17	Facility Support Services (B210™–2007)	Not Included	N/A
§ 4.1.18	Tenant-related services	Not Included	N/A
§ 4.1.19	Coordination of Owner's consultants	Not Included	N/A
§ 4.1.20	Telecommunications/data design	Not Included	N/A
§ 4.1.21	Security Evaluation and Planning (B206™–2007)	Not Included	N/A
§ 4.1.22	Commissioning (B211™–2007)	Not Included	N/A
§ 4.1.23	Extensive environmentally responsible design	Not Included	N/A
§ 4.1.24	LEED® Certification (B214™–2007)	Not Included	N/A
§ 4.1.25	Fast-track design services	Not Included	N/A
§ 4.1.26	Historic Preservation (B205™–2007)	Not Included	N/A
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™–2007)	Not Included	N/A

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

« »

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;

.3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations; as defined in Section 1.1.7 of the AIA A201 – 2007 as modified by Owner attached hereto as Exhibit "B "and incorporated herein for all purposes.

.4 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;

.5 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.6 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

7 Preparation for, and attendance t a public hearing, a dispute resolution proceeding or a legal proceeding, except: (1) where the Architect is a party thereto and (2) or special meetings of the Commissioners Court in which the subject Project is a topic or discussion.

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.8 Consultation concerning replacement of Work resulting from fire or other cause during construction;

~~**§ 4.3.2** To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:~~

~~.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;~~

~~.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;~~

~~.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;~~

~~.4 Evaluating an extensive number of Claims as the Initial Decision Maker;~~

~~.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or~~

~~.6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.~~

~~**§ 4.3.3** The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:~~

~~.1 « » (« ») reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor~~

~~.2 « » (« ») visits to the site by the Architect over the duration of the Project during construction~~

~~.3 « » (« ») inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents~~

~~.4 « » (« ») inspections for any portion of the Work to determine final completion~~

~~**§ 4.3.4** If the services covered by this Agreement have not been completed within « » (« ») months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.~~

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements

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and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service provided however, that failure of the Owner to provide such notice shall in no way affect the Architect's obligations hereunder, nor shall such failure relieve the Architect from any liability for failure to discover and correct any such fault, defect, error, omission or inconsistency.

§ 5.10 Except as otherwise provided in this Agreement, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction. ~~**§ 5.11** Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.~~

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot

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and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If an increase in the Contract Sum occurring after execution of the Contract between the Owner and the Contractor causes the budget for the Cost of the Work to be exceeded, that budget shall be increased accordingly or at Owner's election, the Architect shall assist Owner at no expense to Owner, in revising the Project to meet Owner's budget requirements.

~~**§ 6.4** If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.~~

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall at no additional fee to Owner make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- **.1** give written approval of an increase in the budget for the Cost of the Work;
- **.2** authorize rebidding or renegotiating of the Project within a reasonable time;
- **.3** terminate in accordance with Section 9.5;
- **.4** in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- **.5** implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect of this Project. The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect 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.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Original drawings and specifications are the property of the Architect; however, the Project is the property of the Owner, and the Architect may not use the drawings and specifications therefore for any purpose not related to the Project without Owner's consent. Owner shall be furnished with such reproductions of drawings and specifications as Owner may reasonably require. Upon completion of the Work or any earlier termination of this Agreement, Architect will revise drawings to reflect changes made during construction and he will promptly furnish the Owner with one complete set of reproducible record prints. All such reproductions shall be property of the Owner who may use them without Architect's permission for any proper purpose related to the Project, including, but not limited to additions to or completion of the Project. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection

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with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate. If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service for purposes of completing, using and maintaining the Project.

~~**§ 7.3.1** In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.~~

~~**§ 7.4** Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.~~

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

~~**§ 8.1.1** The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.~~

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect waives consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Article 9.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement may, if agreed to by all parties after the claim or dispute has arisen, be submitted to mediation prior to the institution of legal or equitable proceedings by either party.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation . A request for mediation shall be made in writing, delivered to the other party to the Agreement,

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and filed with the person or entity administering the mediation. However, nothing in this Agreement shall be construed as requiring mandatory mediation of claims, disputes or other matters in questions between the parties.

§ 8.2.3 The parties shall share the mediator's fee equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

~~**§ 8.2.4** If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:~~
~~*(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)*~~

~~[« »] Arbitration pursuant to Section 8.3 of this Agreement~~

~~[« »] Litigation in a court of competent jurisdiction~~

~~[« »] Other (Specify)~~

~~« »~~

~~**§ 8.3 ARBITRATION**~~
~~**§ 8.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~**§ 8.3.4 CONSOLIDATION OR JOINDER**~~
~~**§ 8.3.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, for more than thirty (30) consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 consecutive days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

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§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

~~**§ 9.7** Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.~~

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for Construction as modified by Owner.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

~~**§ 10.6** Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.~~

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit fo the Architect in the Owner's promotional materials for the Project. ~~**§ 10.7** The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.~~

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

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ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

« The aggregate amount of Forty Two Thousand Seven Hundred Seventy Five Dollars and Zero Cents ($ 42,775.00)»

§ 11.2 For additional services specified in **Se**ction 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

« Compensation will be based on the rates set forth on Exhibit "D"

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Compensation will be based on the rates set forth on Exhibit "D".

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus «ten percent » («10% »), or as otherwise stated below:
»

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Forty	percent (	40	%)
Bidding or Negotiation Phase	Five	percent (	5	%)
Construction Phase/Contract Admin.	Eighteen	percent (	18	%)
Project Close-Out/Warranty Phase	Two	percent (	2	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

« See Exhibit "D"»

Employee or Category	Rate

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§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for the Architect's Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;

.2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets with prior written approval from Owner;

.3 Fees paid for securing approval of authorities having jurisdiction over the Project excluding five (5) copies of all Instruments of Service to be furnished to Owner;

.4 Printing, reproductions, plots, standard form documents;

.5 Postage, handling and delivery of Instruments of Service;

.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;

.7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;

.8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;

.9 All taxes levied on professional services and on reimbursable expenses;

~~**.10** Site office expenses; and~~

.11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus «.1 times» of the expenses incurred. (See Exhibit "D")

~~**§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE**~~

~~If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:~~

« »

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of «zero » ($ « 0 ») shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice to the Commissioners' Court of the Owner. Amounts unpaid «thirty » («30») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

« »

~~**§ 11.10.3** The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.~~

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

« »

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ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

.1 AIA Document B101™–2007, Standard Form Agreement between Owner and Architect

.2 AIA Document A201™–2007, General Conditions of the Contract for Construction attached hereto as Exhibit "B".

.3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

Exhibit A - Article 14 and 15, Additional Supplemental Conditions to the AIA Document B 101-2007
Exhibit B - 201 Terms and Conditions
Exhibit C - Insurance Certificate
Exhibit D - Rate Schedule

This Agreement entered into as of the day and year first written above.

OWNER	**DANNENBAUM ENGINEERING COMPANY – MCALLEN, LLC**
(Signature)	*(Signature)*
Rene A. Ramirez, County Judge	«Louis H. Jones, P.E.
(Printed name and title)	*(Printed name and title)*
APPROVED AS TO FORM:	**ATTEST:**
Atlas & Hall, LLP	
(Signature)	*(Signature)*
Stephen L. Crain	Arturo Guajardo Jr., County Clerk
(Printed name and title)	*(Printed name and title)*

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DRAFT

AIA® Document A201™ – 2007

General Conditions of the Contract for Construction

For the following PROJECT:
(Name and location or address)
"Building Repairs and/or Renovations to the Hidalgo County W.I.C. Offices located in Edinburg on the North side of Richardson Road and East of Doolittle Road within Hidalgo County Precinct No. 4"

THE OWNER:
(Name, legal status and address)
« County of Hidalgo »
« 3100 South Business Highway 281, Suite D
Edinburg, Texas 78539 »

THE ARCHITECT:
(Name, legal status and address)
«Dannenbaum Engineering Company»
«1109 Nolana Loop, Suite 208
McAllen, Texas 78504 »

TABLE OF ARTICLES

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12 UNCOVERING AND CORRECTION OF WORK

13 MISCELLANEOUS PROVISIONS

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES

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

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

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ARTICLE 1 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 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.

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§ 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 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.

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§ 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.

§ 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.

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§ 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.

§ 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

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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 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

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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 the Architect considers it impractical, because of unsuitable test conditions or some other factors, to execute simultaneous final acceptance of all equipment, portions of properly installed and functioning equipment may be certified by Architect for final acceptance, subject to Owner's approval, when that portion of the system is complete and ready for operation as called for under Subparagraph 9.8.1.

§3.5.8 Contractor shall warrant for a period of twelve (12) months that the building(s) shall be watertight and leak proof at every point and in every area, except where leaks can be attributed to damage to the building(s) by external forces beyond Contractor's control. Contractor shall, immediately upon notification by Owner of water penetration, determine the source of water penetration and, at its own expense, do any Work necessary to make the building(s) watertight. Contractor shall also, at its own expense, repair or replace any other damaged material, finishes, and furnishings, damaged as a result of this water penetration, to return the building(s) to its (their) original condition.

§3.5.9 In addition to the foregoing stipulations, Contractor shall comply with all other warranties referred to in any

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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 System (NPDS) 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.

§ 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

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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 Superintendent leaves the employment of the Contractor. No increase in Contract Time or Contract Sum shall be allowed in the event 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

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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 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

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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.

§ 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.

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§ 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.

§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

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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.

§ 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

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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.

§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

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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 keep 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 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

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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 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

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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 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.

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§ 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.

§ 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.

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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.

§ 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.

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§ 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.

§ 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.

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ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.1.1 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 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

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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 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.

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§ 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 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

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.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 within the contract time, subject to extensions of time allowed under these Conditions, Architect may withhold any further payment to Contractor to the extent necessary to preserve sufficient funds to complete the construction of the Project and to cover liquidated damages assessed against Contractor up to the time of the Application for Payment and to the time it is reasonably anticipated that Substantial Completion will be achieved.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect. Owner may refuse to make payment on any Certificate for Payment for any default of the Contract, including, but not limited to, those defaults set 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.

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§ 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's sole discretion, elect either to (i) deduct an amount equal to that which Owner is entitled from any payment then or thereafter due Contractor from Owner, or (ii) issue a written notice to Contractor reducing the Contract Sum by an amount equal to that which Owner is entitled.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof (which Owner agrees to accept separately) is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion 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

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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, as 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 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

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Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;
- **.3** terms of special warranties required by the Contract Documents; or
- **.4** faulty or defective Work appearing after Substantial Completion.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

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.

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§ 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.

§ 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.

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§ 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;

.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

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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:

.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.

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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 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

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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.

§ 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 an 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

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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.

§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.

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§ 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.

§ 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.

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§ 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.

§ 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.

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§ 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 (0%) 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.

§ 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 without 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;

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§ 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;
- **.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

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adjustment to the Date of Substantial Completion and/or the Contract Sum. For the remainder of the Work, the Contract Documents shall remain in full force and effect.

§14.2.6 Owner shall not be responsible for damages for loss of anticipated profits on Work not performed on account of any termination described in Subparagraph 14.2.5.

§14.2.7 Upon a determination by a court of competent jurisdiction that termination of Contractor pursuant to Subparagraph 14.2.1 was wrongful, such termination will be deemed converted to a termination for convenience pursuant to Subparagraph 14.2.5 and Contractor's remedy for wrongful termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in Subparagraph 14.2.5

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- **.1** that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- **.2** that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- **.1** cease operations as directed by the Owner in the notice;
- **.2** take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- **.3** except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

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

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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 of 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.

§ 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.

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§ 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 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
ADDITIONAL SUPPLEMENTAL CONDITIONS TO THE
AIA DOCUMENT B 101 – 2007

Standard Form of Agreement between Owner and Architect

ARTICLE 14

14.1 Requests for Payment. On of before noon of the first Monday of each month during the performance of the services, Architect shall submit to Owner for its approval a request for payment ("Request for Payment") in form and substance satisfactory to Owner. Each Request for Payment shall set forth the amount due for Services rendered, a detailed breakdown of the amount and the sum of all prior payments. Owner shall review each such Request for Payment and may make such exceptions as Owner reasonably deems necessary or appropriate under the circumstances then existing. About five (5) working days after the Owner's governing body meets approving such payment, the Owner shall make payment to Architect in the amount approved as aforesaid subject to Section 3.3, below.

14.2 Final Payment. After final completion of the work and acceptance thereof by Owner, Architect shall submit a final request ("Final Request") which shall set forth all amounts due and remaining unpaid to Architect and upon approval thereof by Owner, Owner shall pay to Architect the amount due ("Final Payment") under such Final Request in accordance with the provisions of 3.1.

The Final Request for Payment shall not be made until Architect delivers to Owner an affidavit that so far as Architect has knowledge or information all materials and services over which Architect has control have been paid.

14.3 Qualifications on Obligations to Pay. Any provision hereof to the contrary notwithstanding, Owner shall not be obligated to make any payment (whether a payment under Article 14 hereof or Final Payment) to Architect hereunder if any one or more of the following conditions precedent exist:

(1) Architect is in default of any of its obligations hereunder or otherwise is in default under this Agreement or any of the Contract documents;

(2) Any part of such payment is attributable to Services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to Services which were performed in accordance with this Agreement;

(3) Architect has failed to make payments promptly to consultants or other third parties used in connection with the Services for which Owner has made payment to Architect;

(4) If Owner, in its good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the Services in accordance with this Agreement, no additional payments will be due Architect hereunder unless and until Architect, at its sole cost, performs a sufficient portion of the Services so that such portion of the compensation then remaining unpaid is determined by Owner to be sufficient to so complete the Services.

14.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the Services to which such partial payment relates or relieves Architect of any of its obligations hereunder with respect thereto.

14.5 Architect shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the Services.

14.6 Waiver. The making of the Final Payment shall constitute a waiver of all claims by the Owner except those arising from (1) faulty or defective Services appearing after completion of the Work, (2) failure of the Services to comply with the requirements of this Agreement or the Contract documents or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of Final Payment shall constitute a waiver of all claims by the Architect except those previously made in writing and identified by the Architect as unsettled at the time of the Final Request for Payment.

14.7 In the event of a conflict between the provisions of this Article 14, and other provisions in the AIA B 101 -2007 as modified, the provisions of Article 14 shall control.

ARTICLE 15 – OTHER CONDITIONS OR SERVICES

15.1 Notwithstanding anything to the contrary contained in this Agreement, Owner and Architect agree and acknowledge that Owner is entering into this Agreement in reliance on Architect's experience and abilities with respect to performing the Services. The Architect accepts the relationship of trust and confidence established between it and the Owner by this Agreement. Architect covenants with Owner to use its **best** efforts, skill, judgment and abilities to design the Project and to further the interests of Owner in accordance with the Owner's requirements and procedures, in accordance with the American Institute of Architects' professional standards, and in compliance with all applicable national, federal, state and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. Prior to the commencement of construction, Architect shall certify in writing to Owner that the Drawings and Specifications and all drawings and the improvements when built in accordance therewith conform to all applicable governmental regulations, statutes and ordinances then in effect. Architect represents covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the Services.

15.2 The Architect represents, covenants and agrees that all of the Services to be furnished by the Architect under or pursuant to this Agreement, from the inception of the Agreement until the Project has been fully completed, shall be of the standard and quality which prevail among architects of similar experience, knowledge, skill and ability engaged in architectural practice throughout Texas under the same or similar circumstances involving the design and construction of a project such as the Project with all the amenities as set forth in the Drawings and Specifications.

15.3 The Architect represents, covenants and agrees that its special talent, training and experience cause it to be the prime professional on the Project and that because of such talent and training, Architect envisions the construction of the Project in its entirety and possesses the special skills which enable it to recognize dangerous conditions that a reasonable, prudent Architect having such special skills could anticipate may arise from the proper use of the Project after accepted by the Owner; as the design professional, it has knowledge which will enable it to recognize specific dangers that may arise from the proper use of the Project after accepted by the Owner; and, it recognizes that any management, employees, and agents of the Owner, plus guests and visitors are within a class of foreseeable persons who will be relying on the Project being designed in a professional and safe manner.

15.4 Architect represents, covenants and agrees that its Project Drawings and Specifications will be accurate and free from any material errors and the shop drawings that it must approve will be accurate and free from any material errors relating to design intent. Architect additionally represents, covenants and agrees to the following: the design of the Project will conform to its foreseeable use as a project with all the amenities as set forth in the Drawings and Specifications; the result of the Drawings and Specifications, if built in accordance therewith, will be suitable for purposes for which the Project is designed; the result of Architect's inspection of the Project will be suitable for purposes for which the Project is designed; and, the Project will be designed and the construction will be inspected in a workmanlike, professional manner and will be suitable for human occupancy and use. The Architect's responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner of the Drawings and Specifications nor shall the Architect be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Architect's skill and knowledge in preparing the Drawings and Specifications. Notwithstanding the immediately preceding sentence, Architect may rely on any documents or information forwarded by Owner pursuant to Article 2 hereof.

15.5 The Architect represents, covenants and agrees that the person directly in charge of the professional architectural work is duly registered under Tex. Rev. Civ. Stat. Ann., art. 249(a), as amended.

15.6 Indemnification. To the fullest extent permitted by applicable law, the Architect and its agents, partners, and consultants (collectively "Indemnitors") shall and do agree to indemnify, protect, defend and hold harmless the Owner, Owner's respective Commissioners Court, elected officials, employees and agents (collectively "Indemnitees")

from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the performance of the Services or any part thereof provided that any such Liabilities (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting therefrom, and (2) are caused in whole or in part by any negligent act or omission of the Architect, anyone directly or indirectly employed by it or anyone for whose acts it may be legally liable. In this connection, it is agreed and understood that Architect shall not be responsible for any portion of the liability proximately caused by Owner's negligence.

15.7 Joint and Several Liability. In the event more than one of the Indemnitors are connected with an accident or occurrence covered by the indemnification in Article 4.6 hereof, then each of such Indemnitors shall be jointly and severally responsible to the Indemnitees for indemnification and the ultimate responsibility among such Indemnitors for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any Indemnitee. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which Owner or any of the Indemnitees has by law.

15.8 Notwithstanding any provisions herein to the contrary, it is agreed that if the Architect's final written estimate of construction cost is less than the low bona fide bid for construction and such low bid is not accepted by the Owner, the Architect, at his expense, will make all necessary revisions to the plans and specifications to lower the construction to an amount acceptable to Owner.

15.9 The Owner agrees to give the Architect the latitude to make the required changes to plans and specifications to achieve the required reduction in construction cost; however, the Architect shall consult with the Owner on all necessary changes.

15.10 Architect covenants with Owner to obtain separate bids and/or contracts for the following phases of the construction of the Project:

.1 General Construction;

15.11 The final written estimate of construction cost will be reviewed and approved by the governing body of Owner prior to authorizing the Architect to issue plans and specifications for bidding.

15.12 Architect agrees to maintain a General and Professional Liability Insurance Policy to cover the liability of Architect connected with the performance of the services or any service covered by this Agreement in an amount equal to or exceeding the value of the Project, unless specifically agreed to by the Owner in a separate written agreement. Any such policy must either be for any occurrence as a result of that performance or, if limited to claims made, include at least a five (5) year extended reporting period. Architect agrees

to furnish Owner Certificates of Insurance showing the said Policy to be fully paid, in full force and effect, and not subject to modification or change for the period specified in this Agreement.

15.13 Time Extensions for Unusually Severe Weather. This provision specifies the procedures for the determination of time extensions for unusually severe weather. The listing below defines the monthly anticipated adverse weather for the Contract period and is based on National Oceanic and Atmospheric Administration data for the geographical location of the Project:

Monthly Anticipated Adverse Weather Calendar Days												
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
2	2	1	2	3	4	3	3	5	3	2	2	32

(1) **Determination.** The above schedule of anticipated adverse weather will constitute the base line for monthly (or portion thereof) weather time evaluations. Upon acknowledgment of the notice to proceed and continuing throughout the Contract on a monthly basis, actual adverse weather days will be recorded on a calendar day basis (including weekends and holidays) and compared to the monthly anticipated adverse weather tabulated above. The term actual adverse weather days shall include days impacted by actual adverse weather days.

(2) The number of actual adverse weather days shall be calculated chronologically from the first to the last day in each month. Once the number of actual adverse weather days anticipated above have been incurred, the Owner will examine any subsequently occurring adverse weather days to determine whether the Contractor is entitled to a time extension. These subsequently occurring adverse weather days must prevent work for 50 percent or more of the Contractor's work day and delay work critical to the timely completion of the Project. The Owner will convert any delays to meeting the above requirements to calendar days and issue a Change Order in accordance with theses Standard General Conditions

(3) The Contractor's schedule must reflect the above anticipated adverse weather delays on all weather dependent activities.

15.14 In the event of a conflict between the provisions of this Article 15, and other provisions in the AIA B 101 -2007 as modified, the provisions of Article 15 shall control.

EXHIBIT "D"

Contract Rate Schedule

Dannenbaum Engineering Company - McAllen, LLC

LABOR:

Job Description	Contract Rate** 2009	Contract Rate** 2010
Engineering		
Principal	**$369.99**	**$388.49**
Chief Engineer (QC/QA) (VIII)	**$286.78**	**$301.12**
Project Manager (VII)	**$236.11**	**$247.92**
Sr. Engineer (V)	**$218.88**	**$229.83**
Project Engineer (III) / (IV)	**$192.34**	**$201.95**
Architect	**$189.42**	**$198.89**
Engineer (I) / (II)	**$186.02**	**$195.32**
Sr. Engineering Designer (III)	**$154.11**	**$161.82**
Environmental Scientist	**$140.71**	**$147.75**
Engineering Designer (I) / (II)	**$132.10**	**$138.70**
CADD Operator (I) / (II)	**$92.79**	**$97.42**
Secretary	**$83.60**	**$87.78**
Surveying		
Reg. Public Land Surveyor	**$184.74**	**$193.98**
Project Supervisor SIT	**$154.05**	**$161.75**
Survey Technician	**$120.61**	**$126.64**
Abstractor	**$96.36**	**$101.18**
2-man Survey Crew	**$158.90**	**$166.84**
3-man Survey Crew	**$190.80**	**$200.34**
4-man Survey Crew	**$235.47**	**$247.25**
Construction Representative	**$96.36**	**$101.18**
Construction Manager	**$160.17**	**$168.18**

NON-LABOR:***

Mileage	****
Car Rental	****
Lodging (in state)	****
Meals	****
Air Travel	at cost
Overnight Carrier cost	$20/letter
GPS Equipment	$475/day
Copies (8 1/2 x 11)	$.15/ea
Bond Plots	$0.90/sq.ft.
Color Plots	$1.90/sq.ft.
Mylar Plots	$1.90/sq.ft.

***These are the aniticpated non-labor rates to be used to negotiate purchase orders for special or excluded services, and/or additional work; and may be re-negotiated on a yearly basis. Other non-labor rates may be determined at time of negotiation at the rates authorized by the Owner.

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID CM DANNE-1

DATE (MM/DD/YYYY) 05/24/10

PRODUCER

Barmore Insurance Agency, Inc.
P.O. Box 34796
Houston TX 77234-4796
Phone: 713-209-2800 Fax: 713-209-2899

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

Dannenbaum Engineering Corp., see comments for full name ins ETAL
P O Box 22292
Houston TX 77027

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Continental Casualty	20443
INSURER B:	Valley Forge Insurance Co	20508
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 [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC	2053853648 CONTRACTUAL LIAB INCLUDED	06/01/10	06/01/11	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1000000 $ 700000 $ 5000 $ 1000000 $ 2000000 $ 2000000
B		AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	C 1015348305	06/01/10	06/01/11	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	$ $ $
A		EXCESS / UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [X] RETENTION $	2053853049	06/01/10	06/01/11	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $ $ $
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	WC 1 22022126	06/01/10	06/01/11	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1000000 $ 1000000 $ 1000000
A		OTHER Professional Liab Ded $200,000	AEH 25 405 50 21 CLAIMS MADE	04/01/10	04/01/11	Per Claim Aggregate	$2,000,000 $4,000,000

JUN 02 2010
BY MS $1.35

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

HIDAL-1

Hidalgo County Drainage
District No. 1
Attn: Martha L. Salazar, CPPB
100 E. Cano, 4th Fl- Admin Bld
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
JM Barmore

ACORD 25 (2009/01)

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FULL NAMED INSURED: Dannenbaum Engineering Corporation; Office Properties,Inc., Civil Engineering Corporation, A Dannenbaum Company; Dannenbaum Engineering Copr/Klotz & Associates,Inc., A Joint Venture;Dannenbaum Environmental Corporation; Engineering Holding Corporation;Dannenbaum Engineering Company-Houston,LLC; Dannenbaum Engineering Company-Austin,LLC; Dannenbaum Engineering Company-Dallas,LLC;Dannenbaum Engineering Company-Fort Worth,LLC; Dannenbaum Engineering Company-McAllen,LLC.;Dannenbaum Engineering Company-Laredo,LLC; Grand Parkway Consultants,LLC;Dannenbaum/Gerwick Joint Venture; Dannenbaum, Dodson & ECS,Joint Venture

AI-23268 **19.H.1.**

Milliman-Reserve Calculation Study

CC REGULAR

Date:	10/05/2010
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Budget & Management

Information

CAPTION

Ratification of request by Budget Office to Milliman (former awarded contractor) to conduct a reserve calculations study for Hidalgo County's Health Plans for year 2009 with acceptance and approval of invoice with fee of $6,810.00 based on the protocol utilized to conduct the 2008 reserve calculation study (approved by CC in May of 2009) inasmuch a Milliman was in possession of all information to complete said study including authority for County Treasurer to issue payment after auditing procedures completed by County Auditor's Office.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-2201-415-00-115-009-0-311

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

BUDGETARY IMPACT:

Payment is unposted as of 10/1/10, but funding is available for payment.

Attachments

Link: Previous Agenda Documentation

Link: Invoice Documentation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/30/2010 04:24 PM	APRV
2	Budget & Management	Sylvia Solis	10/01/2010 09:12 AM	APRV
3	Oscar Garza	Angela Garcia	10/01/2010 04:02 PM	APRV
4	Dale Kennan	Dale Kennan	10/01/2010 04:37 PM	APRV
5	Auditor's Office		10/01/2010 05:24 PM	NEW

Form Started By: Vangie Garcia Started On: 09/29/2010 04:37 PM

Final Approval Date: 10/01/2010

8. Pursant to Texas Code of Criminal Procedure Article 18.17(c), requesting authority to advertise (on the behalf of the Texas Department of Public Safety) for the Abandoned and Unclaimed items as detailed on Exhibit "A"attached here to.

On motion of Commissioner Handy, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

B. Pct. 1

1. Pursuant to a directive by a Staff member of Precinct #1, presentation for discussion, consideration and action to cease contract negotiations with the #1 ranked and selected firm for Professional Engineering Services with "L & G Engineering" (previously approved by CC on 09/30/08) in connection to "C.I.P Projets", due to currently under contract with engineering firm providing professional engineering services for "Various R&B and C.I.P Projects" for Pct. #1 (Contract # C-08-389-10-28).

On motion of Commissioner Handy, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

2. Requesting approval of a professional appraisal services agreement with Leonel Garza, Jr. & Associates, LLC for the purposes of appraisal services for the "Various Road & Bridge and CIP Projects" on an "As Needed Basis" for Hidalgo County Precinct #1 and (as selected for negotiations through County's protocol from the "Pool" of appraisers by C.C. on 03/24/09), and (as approved by legal counsel).

On motion of Commissioner Handy, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

C. Budget & Management

1. Pursuant to current agreement with Milliman, presentation for discussion, consideration, acceptance and approval of a proposal to conduct reserve calculations for Hidalgo County's Health Plans in an amount not to exceed $9,000.00

On motion of Commissioner Handy, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

D. Colonia Access Program Pct. 1

1. Requesting authority to advertise for Road & Drainage Construction of: Los Castillos a BCAP project with plans and specifications drafted by project engineer, Izaguirre Engineering Group, LLC.

On motion of Commissioner Palacios, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

AI-15252 **15.C.1.**
Proposal from Milliman
CC REGULAR

2008 Reserve Analysis

Date: 05/05/2009
Submitted By: Marty Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Budget & Management

Information

CAPTION
Pursuant to current agreement with Milliman, presentation for discussion, consideration, acceptance and approval of a proposal to conduct reserve calculations for Hidalgo County's Health Plans in an amount not to exceed $9,000.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-2201-415-00-115-009-0-311
FUNDS AVAILABLE Y/N?: Pending **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Funding is pending transfer (AI-15276) in the amount of $9,000.00.

Attachments

Link: Back Up

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	04/29/2009 05:07 PM	APRV
2	Budget & Management	Veronica Lopez	04/30/2009 08:07 AM	APRV
3	Dale Kennan	Dale Kennan	04/30/2009 01:21 PM	APRV
4	Auditor's Office		05/01/2009 05:28 PM	NEW

Form Started By: Marty Salazar Started On: 04/29/2009 04:08 PM
Final Approval Date: 05/01/2009

2009
Reserve Analysis

Milliman

333 Clay Street
Suite 4330
Houston, TX 77002
USA

Tel +1 713 658 8451
Fax +1 713 658 9656

milliman.com

Via e-mail

May 7, 2009

Mr. Rey Salazar
Hidalgo County
100 E. Cano
Edinburg, Texas 78539

RE: Reserve Calculations for Hidalgo County's Health Plans

Dear Rey:

Thank you for asking us to review the reserves for Hidalgo County's (County) self-funded medical plans. Please let us know the valuation date for the reserve (i.e. the date at which you need to know the plan's liability for claims that have been incurred but not paid).

Scope

You have told us that the County has essentially one medical plan with a Low and High (Buy-up) Option. About 85% of the employees are in the Low Option plan. You will send us the claims information for both plans combined. We have been asked to develop a reserve estimate for the unpaid claim liability of the medical plan in total.

We have not been asked to review any other liabilities of the County's insurance program, such as due and unpaid administrative fees. We have also not been asked to estimate the liability the County may have for the cost of providing future coverage for retirees under its medical plan. In addition, we have not been asked to review liabilities relating to other employee benefit plans such as dental, life and disability insurance or accrued sick leave that Hidalgo may have.

Budget

We suggest a budget for this project in the range of $7,500 and $9,000. We will bill on a time and expenses basis. If the data is sent to us electronically, is complete, and consistent with the financials, our fee will likely be closer to the low end of this range.

Data

We have attached a data request list. We will complete our analysis and provide you with a written report within 10 working days after we receive all the data.

Milliman

If you agree to the scope and budget outlined in this letter, please sign this engagement letter and return to us. This engagement letter is subject to the terms and conditions in the service contract signed January 16, 2007, and extended by agreement between Hidalgo County and Milliman on October 8, 2008. By signing this engagement letter, you are agreeing to the costs associated with the scope of services described above. We look forward to working with you.

Sincerely,

Esther M Blount

Esther M. Blount, FSA

Cathy Quock

Cathy W. Quock, ASA

EMB/cmm

Enclosures

Agreed to and accepted this 9th day of May, 2009.

By: _____
Signature

Title: Hidalgo County Judge

Milliman

INVOICE

333 Clay Street
Suite 4330
Houston, TX 77002-7338
USA

Tel +1 713 658-8451
Fax +1 713 658-9656

milliman.com

Attn: Mr. Reynaldo Salazar
Senior Planning Analyst
Hidalgo County-Department of Budget and Management
2818 South Business Hwy. 281
Administrative Building
Edinburg, TX 78539

April 21, 2010

Invoice Total: $6,810.00

March 2010 professional time and direct expenses as follows:

Completion of December 31, 2009 liability analysis, including letter dated March 12, 2010	$ 6,810.00
Sales Tax*	$ 0.00
Total due this invoice	**$ 6,810.00**

*Government agency

We appreciate the opportunity to serve you.

*Please make check payable to **Milliman, Inc.***

INVOICE RECEIVED BY: CB ON 8/12/10
GOODS/SERVICES RECEIVED BY: CB ON March 2010
0-2201-415-00-115-009-0-311
P.O# 637333

Cathy Chuck

APR 30 2010

024COH40
#001

AI-23170 **19.I.1.**

BCAP Application for Payment No.3 Final Colonia Boyce Subdivision Precinct No.1

CC REGULAR

Date: 10/05/2010
Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For: Agapito Vargas
Department: COLONIA ACCESS PROGRAM
Agenda Category: Purchasing Department **Sub-category:** CAP Pct.1

Information

CAPTION

Approval of Application for Payment No. 3- Final in the amount of $34,169.76 from Valley Paving Inc, contracted vendor for Colonia Boyce Subdivision as reviewed and submitted by project engineer, Rodriguez Engineering (C-CAP-09-469-04-06).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1312-431-00-121-232-0-73X
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

P.O. #641227 for Valley Paving, Inc. in relation to Colonia Boyce

Obj. 731 - "Roads" - Amount available as of 9-28-10 $33,221.40
Obj. 733 - "Drainage Ditches" - Amount available as of 9-28-10 $4,745.00

Attachments

Link: Application for Payment No.3 Final Colonia Boyce Subdivision

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	09/24/2010 01:27 PM	APRV
2	Purchasing Department	Marty Salazar	09/24/2010 05:01 PM	APRV
3	Budget & Management	Ivan Cantu	09/27/2010 03:30 PM	APRV
4	Ivan Cantu	Ivan Cantu	09/28/2010 02:22 PM	APRV
5	Auditor's Office		10/01/2010 05:24 PM	NEW

Form Started By: Marcie Jackson Started On: 09/23/2010 02:26 PM

Final Approval Date: 10/01/2010

APPLICATION FOR PAYMENT NO. 3 Final

AI-23170 10/05/10 R

To: HIDALGO COUNTY (OWNER)

From: VALLEY PAVING, INC. (CONTRACTOR)

Contract: HIDALGO COUNTY

Project: ROAD AND DRAINAGE IMPROVEMENTS FOR COLONIA BOYCE

Owner's Contract No. C-CAP-09-469-02-02 09.06 Engineer's Project NO. _____

For Work accomplished through the date of: September 7, 2010

1. Original Contract Price:		$119,109.35
2. Net change by Change Order No. 1 and Written Agreements(+):		$0.00
3. Current Contract Price (1 plus 2):		$119,109.35
4. Total completed and stored to date:		$119,109.35
5. Retainage (per Agreement):		
10% of completed Work:	$11,910.94	
_____ of stored material	_____	
Total Retainage:		$11,910.94
6. Total completed and stored to date less retainage (4 minus 5)		$107,198.41
7. Less previous Application for Payments:		$73,028.65
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)		$34,169.76

Accompanying Documentation:

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER Work done under the Contract referred to above have been applied on account to discharge CONTRACT obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 throu inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security i encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER aga Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in a the Contract Documents and not defective.

REQ# 176576 P.O.# 641227
0-1312-431-00-121-232-0-731→$33,221.40
<-3,322.14>=$29,899.26

REQ# 176576 P.O.# 641227
0-1312-431-00-121-232-0-733→$4,745.00
<-474.50>=$4,270.50

Date 09/07/10

VALLEY PAVING, INC.
(CONTRACTOR)

By: _____

OSCAR CORDOVA, PRESIDENT
321 E. 2 MILE LN.
MISSION, TEXAS 78574

State of TEXAS
County of HIDALGO
Subscribed and sworn to before me this 7th
day of September, 2010.

Rosalinda Trevino
Notary Public
My Commission expires: 02/23/2011

ROSALINDA TREVINO
MY COMMISSION EXPIRES
February 23, 2011

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date _____

INVOICE RECEIVED BY: Marcie Jackson ON 9/15/10
GOODS/SERVICES RECEIVED BY: Marcie Jackson ON 9/15/10

Leo L. Rodriguez
[redacted]
(ENGINEER)

By: _____

EJCDC No. 1910-8-E (1996 Edition)
Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specification Institute.

Valley Paving, Inc.	Contractor Name
	Starting Date
	Project Ending Date
10%	Retainage Percent

Application No:	3
Application Date:	September 14, 2010
Period To:	January 3, 1900
Engineer Firm:	Rodriguez Engineering

Summary

CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
3C1080232	COLONIA BOYCE	$ 119,109.35	$ -	$ 34,887.30	$ 46,255.65	$ 37,966.40	$ 119,109.35	$ -	$ 11,910.94	$ 107,198.41	$ 73,028.65	$ 34,169.76
		$ 119,109.35	$ -	$ 34,887.30	$ 46,255.65	$ 37,966.40	$ 119,109.35	$ -	$ 11,910.94	$ 107,198.41	$ 73,028.65	$ 34,169.76

Valley Paving Inc. — Contractor Name
Starting Date
Project Ending Date
Border Colonias Access Program Round #3 — Engineer's / County Project Description

Application No.: 2
Application Date: 7/26/2010
Period To:
Engineer's / County Project No.: 1

No.	Item Code	Description	Unit	Original Rates	Original Schedule Value Quan	Original Schedule Value Dollars	Revised Rates	Value Quan	Value Dollars	First Month Monthly Quan	First Month QTY to Date	First Month Item Cost (Monthly)	Second Month Monthly Quan	Second Month QTY to Date	Second Month Item Cost (Monthly)	Third Month Monthly Quan	Third Month QTY to Date	Third Month Item Cost (Monthly)	Total to Date	Balance To Finish Quan	Balance To Finish Dollars
		(905) ROADWAY																			
1	100	Preparation of Right-of-Way	Sta	$ 335.00	23.23	$7,782.05	$ -	0.0	-	23.23	23.23	$7,782.05	0.00	23.23	$ -	0.00	23.23	$ -	$7,782.05	0.0	$0.00
2	152	6" road Grader Work(Dens Cont.) Subgrade	SY	$ 1.50	5,732.0	$8,598.00	$ -	0.0	-	3780.0	3780.0	$5,670.00	1952	5732.0	$ 2,928.00	0.00	5732	$ -	$8,598.00	0.0	$0.00
3	247	6" FL BS(Compl in Plac)	S.Y.	$ 6.00	5,732.0	$34,392.00	$ -	0.0	-	0.0	0.0	$0.00	5732	5732.0	$ 34,392.00	0.00	5732	$ -	$34,392.00	0.0	$0.00
4	310	Asph. Matrl. (MC-30)	Gal	$ 3.95	1,147.0	$4,530.65	$ -	0.0	-	0.0	0.0	$0.00	1147	1147.0	$ 4,530.65	0.00	1147	$ -	$4,530.65	0.0	$0.00
5	340	Asph. Conc. Ty D	S.Y.	$ 6.20	5,197.0	$32,221.40	$ -	0.0	-	0.0	0.0	$0.00	0	0.0	$ -	5197.00	5197	$ 32,221.40	$32,221.40	0.0	$0.00
6	500	Mobilization	L.S.	$ 4,800.00	1.0	$4,800.00	$ -	0.0	-	1.0	1.0	$4,800.00	0	1.0	$ -	0.00	1	$ -	$4,800.00	0.0	$0.00
7	502	Barricades, Signs and Traffic Handling	Mo	$ 1,000.00	3.0	$3,000.00	$ -	0.0	-	1.0	1.0	$1,000.00	1	2.0	$ 1,000.00	1.00	3	$ 1,000.00	$3,000.00	0.0	$0.00
		Total Roadway				**$ 95,324.10**			**-**			**$ 19,252.05**			**$ 42,850.65**			**$ 33,221.40**	**$ 95,324.10**		**$ -**
		(906) DRAINAGE																			
8	5249	Tem Sedmt Cont Fence (Installed)	L.F.	$ 2.85	4,745.0	$ 13,523.25	$ -	0.0	-	4745	4,745.0	13,523.25	0	4745.0	$ -	0.00	4745	$ -	$13,523.25	0.0	$0.00
9	5249	Tem Sedmt Cont Fence Handling (Removed)	L.F.	$ 1.00	4,745.0	$ 4,745.00	$ -	0.0	-	0.0	0.0	-	0	0.0	$ -	4745.00	4745	$ 4,745.00	$4,745.00	0.0	$0.00
10	530	Drvwys (Asph Conc Pav) (PRB)	S.Y.	$ 15.00	129.0	$ 1,935.00	$ -	0.0	-	0.0	0.0	-	129	129.0	$ 1,935.00	0.00	129	$ -	$1,935.00	0.0	$0.00
11	247	Drvwys Flexible Base	S.Y.	$ 6.00	245.0	$ 1,470.00	$ -	0.0	-	0.0	0.0	-	245	245.0	$ 1,470.00	0.00	245	$ -	$1,470.00	0.0	$0.00
12	556	15" RCP Storm Drain	L.F.	$ -	0.0	$ -	$ -	0.0	-	0.0	0.0	-	0	0.0	$ -	0.00	0	$ -	$0.00	0.0	$0.00
13	556	18" RCP Storm Drain	L.F.	$ 20.50	64.0	$ 1,312.00	$ -	0.0	-	64	64	1,312.00	0	64.0	$ -	0.00	64	$ -	$1,312.00	0.0	$0.00
14	467	Safety End Treatment	E.A.	$ 400.00	2.0	$ 800.00	$ -	0.0	-	2	2	800.00	0	2.0	$ -	0.00	2	$ -	$800.00	0.0	$0.00
																				0.0	
		Total Drainage				**$ 23,785.25**						**15,635.25**			**$ 3,405.00**			**4,745.00**	**$23,785.25**		**$0.00**
		TOTAL BASE AMOUNTS:				**119,109.35**			**-**			**34,887.30**			**$ 46,255.65**			**37,966.40**	**$119,109.35**		**$0.00**

Ricardo Salazar
Print Name

9/14/10
Date

Signature

Exhibit E-O

AI-23239 **19.J.1.**

Approval-Agreement-Lexis Nexis-Online Research Services-Auditor's Office
CC REGULAR

Date:	10/05/2010
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Auditor's Office

Information

CAPTION

a. Requesting exemption from competitive procurement requirements under the Texas Local Government Code, Section 262.024(a)(7)(A);

b. Requesting approval of agreement (if applicable) with authority to purchase: "On-line Research Services" with Lexis Nexis for the Hidalgo County Auditor's Office.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-415-21-170-001-0-342

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

BUDGETARY IMPACT:

Req. 00179750 for Lexis Nexis-Amount available as of 10-1-10 $442.00.

Attachments

Link: Lexis Nexis Agreement

Link: Local Government Code

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/01/2010 11:45 AM	APRV
2	Budget & Management	Ivan Cantu	10/01/2010 01:25 PM	APRV
3	Ivan Cantu	Ivan Cantu	10/01/2010 02:49 PM	APRV
4	Auditor's Office		10/01/2010 05:24 PM	NEW

Form Started By: Rocio Villarreal Started On: 09/29/2010 10:39 AM

Final Approval Date: 10/01/2010

LexisNexis

SCHEDULE A

Accurint for Government
(Per User Subscription)

gency (Customer) Name:	**Hidalgo County Auditor**
llgroup #:	**TBD**
N Account Manager:	**Yvette Cleveland**

This Sched A sets forth additional or amended terms and conditions for the use of the Accurint for Governmen ervices ("LN Services"), as set forth in the services agreement between Customer and LN or LN's affiliate(s) fo he LN Services ("Agreement"), to which this Schedule A is incorporated by reference. The LN Services he n shall be provided by LexisNexis Risk Solutions FL Inc. ("LN"). The services set forth in this Schedule A e non-FCRA Services.

1. SCHEDU E A TERM
The term of s Schedule A will be 36 months beginning 10/01/2010 (the "Initial Term"), and shall automatically renew for ac tional periods of twelve (12) months (each one, a "Renewal Term"). Either party to this Schedule A may term te this Schedule A without cause upon thirty (30) days notice to the other party. If an account is activated aft the first day of a calendar month, charges will not be pro-rated.

2. FEES
2.1 User Fe : The following table (the "Price Table") describes the agreed upon user fees (the "User Fees"):

PRICE TABLE		
Monthly M imum Users:		**1**
Standard F atures Fee:		**$110.50**
Premium F atures Fee:	N/A	**$0.00**
Total Mont ly User Fees (per user):		**$110.50**
Total Mont ly Minimum Amount:		**$110.50**

All of the se ches and reports included in the Price Schedule are referred to as the "Features". The User Fees include unli ed access to all Features, excluding those Features identified in Section 2.2. User Fees shall be due each m th for: (i) any user ID upon which any search occurs during a calendar month; and (ii) any user ID activated or ustomer's account which was not used to perform any searches and is not suspended or terminated t the close of business on the last day of such month.

2.2 Transac onal Fees: Unless otherwise selected in the Price Table, the following Features shall be charged a transactio fee (the "Transactional Fees") as specified in the attached Price Schedule: Advanced Sexual Offender. Ae al Imaging, Bankruptcy Documents, Delaware Corporation Search and Report, Dun and Bradstreet S arch. MVR, News Searches, Court Search Wizard, Phones Plus, Property Deed Image, Real Time MVR. Real ne Person Search, Satellite Image, Sexual Offender Alerts, XML, Smart Jury and Batching Service. Fea res with Transactional Fees will be disabled when account is set up. Please contact your account manager at y point to have these features with Transactional Fees enabled.

2.3 Paymen Amount: Customer shall pay to LN each month the greater of (i) total User Fees and applicable Transaction Fees or (ii) the total monthly minimum amount(s) as specified in the Price Table.

2.4 Annual User Fee Adjustment: At the end of the Initial Term and any Renewal Term, User Fees will be increased 3

3. EXPIRATION
Unless otherwise accepted by LN, the terms herein are valid if the Schedule A is signed by the Customer and received by LN on or before 10/08/2010.

4. CONFIDENTIAL INFORMATION
This Schedule A contains confidential information of LN. Customer acknowledges that the disclosure of such information could cause competitive harm to LN, and as such, Customer agrees to maintain Schedule A in trust and confidence and take reasonable precautions against such disclosure to any third party.

AGREED TO AND ACCEPTED BY: Hidalgo County Auditor

Signed: _____

Name: _____

Title: _____

Date: _____

Accurint for Government

(Effective 8/23/2010)

(Pricing is per hi ...nless otherwise indicated)

PRICE SCHEDULE (Subscription)	
FEATURE	**PRICE**
ADVANCED PER ...ON SEARCH	Standard Feature
AMERICAN BOA ... OF MEDICAL SPECIALTIES SEARCH	$5.00
BANKRUPTCY S ...ARCH (Charged per search)	Standard Feature
Bankruptcy Repor	Standard Feature
Bankruptcy Docke ($0.50 for first 5 pages & $0.20 per page thereafter)	$0.50
Bankruptcy Docu ...nts (per page, up to max charge of $6 per document)	$0.20
BANKRUPTCIES ...IENS & JUDGMENTS SEARCH (Charged per search)	Standard Feature
BASIC LOOKUP ...EARCH (Directory Assistance)	Standard Feature
BUSINESS CRED ... SEARCH	Standard Feature
Business Credit R ...ort	Standard Feature
BUSINESS INSTA ...TID SEARCH (Charged per search)	Standard Feature
BUSINESS INSTA ...TID & FRAUDDEFENDER SEARCH (Charged per search)	Standard Feature
BUSINESS SEAR ...H	Standard Feature
BUSINESSES IN ...HE NEWS SEARCH	$5.00
CANADIAN PHON ...S	$0.40
CASE CONNECT ...ECONFLICTION ALERTS	$0.00
CIVIL COURTS S ...ARCH (Report Included) (Charged per search)	Standard Feature
CONCEALED WE ...PONS PERMIT SEARCH	Standard Feature
CORPORATION ...INGS SEARCH (Report included except in Delaware)	Standard Feature
COURT SEARCH ...IZARD (Orders are non-refundable):	
County Criminal - ...ear (Additional access fees may apply) (Not discounted)	
County Criminal - ... Year (Additional access fees may apply) (Not discounted)	$30.00
County Civil Lowe ... Upper Court - 7 Year (Additional access fees may apply) (Not discounted)	$35.00
County Civil Lowe ... Upper Court - 10 Year (Additional access fees may apply) (Not discounted)	$40.00
Federal Division ...minal - 7 Year (Additional access fees may apply) (Not discounted)	$16.00
Federal Division ...minal - 10 Year (Additional access fees may apply) (Not discounted)	$25.00
Federal Division ... - 7 Year (Additional access fees may apply) (Not discounted)	$16.00
Federal Division ... - 10 Year (Additional access fees may apply) (Not discounted)	$25.00
Statewide Crimin ...Additional access fees may apply) (Not discounted)	$24.00
CRIMINAL RECO ...DS SEARCH (Charged per search)	Standard Feature
Criminal Records ...eport	Standard Feature
DEA CONTROLL ...D SUBSTANCES LICENSE SEARCH	Standard Feature
DEATH RECORD ...SEARCH (Charged per search)	Standard Feature
Death Records Re ...rt (Charged per search)	Standard Feature
DELAWARE COR ...ORATION SEARCH	$1.00
Delaware Corpora ...n Report	$11.00
DRIVER LICENSE ... SEARCH	Standard Feature
DUN & BRADSTR ...ET (D&B) SEARCH	$0.25
Dun & Bradstreet ...&B) Report	Standard Feature
E-MAIL SEARCH	$0.40
FAA AIRCRAFT ...ARCH (Report Included)	$0.25
FAA PILOT SEAR ...H (Report Included)	$0.25
FEDERAL FIREA ...MS & EXPLOSIVES LICENSE SEARCH	$0.25

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Customized Schedule A

Fax all pages of the completed Schedule A to your Account Manager

Accurint for Government (Plan 44)

FEIN	Standard Feature
FICTITIOUS NAM SEARCH	Standard Feature
FLORIDA ACCID NTS SEARCH (Report Included)	Standard Feature
FORECLOSURES EARCH (Report Included)	Standard Feature
HUNTING/FISHIN LICENSE SEARCH	Standard Feature
INSTANTID CON MER SEARCH (Charged per search)	Standard Feature
INSTANTID CON MER & FRAUDDEFENDER SEARCH (Charged per search)	Standard Feature
INTERNET DOMA N NAME SEARCH	Standard Feature
LIENS & JUDGM NTS SEARCH (Charged per search)	Standard Feature
Liens & Judgmen Report	Standard Feature
MARRIAGES/DIV RCES SEARCH	Standard Feature
MOTOR VEHICLE SEARCH	Standard Feature
Motor Vehicles R rt	Standard Feature
MVR REPORTS (RIVING RECORDS) (Charged per search)	
Alabama 3-year	$12.00
Delaware	$21.50
Florida 3-year	$7.15
Florida 7-year	$8.15
Illinois	$17.00
Indiana 7-year	$11.00
Iowa	$13.50
Kansas	$11.50
Maine 3-year	$12.00
Maryland	$14.00
Minnesota 5-yea	$7.50
Mississippi 3-yea	$16.00
Missouri 3-year	$6.25
Nebraska 5-year	$8.00
North Carolina 3- r/7-year	$10.00
Ohio 3-year	$7.00
Rhode Island 3-y	$23.00
South Carolina 3- r	$12.25
Tennessee 5-yea	$12.00
Utah 3-year	$12.25
Vermont 3-year	$13.00
West Virginia 7-y	$10.00
NATIONAL UCC LINGS SEARCH (Report Included)	Standard Feature
NEXT STEPS RE TIVES	Standard Feature
NEXT STEPS NE HBORS (Not discounted)	Standard Feature
NEXT STEPS AS OCIATES	Standard Feature
NEXT STEPS RE TIVES, NEIGHBORS & ASSOCIATES	Standard Feature
OFFICIAL RECO S SEARCH (Report Included)	Standard Feature
PATRIOT ACT SE RCH (Charged per search)	Standard Feature
PEOPLE AT WO SEARCH	Standard Feature
PEOPLE IN THE EWS SEARCH	$5.00
PERSON ALERTS MONITORING (Total Monthly Monitoring Transactions Per Account) (Alerts charged at regular price)	
1 - 50	Standard Feature
51 - 250	Standard Feature
251 - 500	Standard Feature
501 - 1,000	Standard Feature

Customized Schedule A
Fax all pages of the completed Schedule A to your Account Manager
Accurint for Government (Plan 44)

1,001 - 5,000	Standard Feature
5,001 - 25,000	Standard Feature
25,001 - 10,0000	Standard Feature
PERSON SEARC	Standard Feature
PHONES PLUS S ARCH	$0.50
PROFESSIONAL CENSE SEARCH (Charged per search)	Standard Feature
PROPERTY SEA H - COMBINED	Standard Feature
Property Report - mbined	Standard Feature
PROPERTY ASS SMENT SEARCH	Standard Feature
Property Assessn t Report	Standard Feature
PROPERTY DEE SEARCH	Standard Feature
Property Deed Re rt	Standard Feature
Property Deed In e	$8.00
PROVIDER SEAR H	$0.25
Provider Report	$5.00
PROVIDER SANC ON SEARCH (Charged per search)	$0.25
Provider Sanction eport	$5.00
REAL TIME MVR harged per search)	$3.50
REAL TIME PERS N SEARCH (Charged per search)	$3.50
REAL TIME PHON E SEARCH	$0.50
RELAVINT VISUA LINK ANALYSIS (PER DIAGRAM)	Standard Feature
REVERSE LOOK P SEARCH (Reverse Directory)	Standard Feature
SATELLITE IMAG SEARCH	$1.00
SEXUAL OFFENI R SEARCH (Report Included) (Charged per search)	Standard Feature
VOTER REGISTR TION SEARCH	Standard Feature
WATERCRAFT SI ARCH	Standard Feature
Watercraft Repor	Standard Feature
REPORTS	
AUTOMATED VA JATION MODEL (AVM) REPORT	Standard Feature
ASSET REPORT	Standard Feature
Included in this re t: Summary Report, Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft and UCC Filings.	
COMPREHENSIV REPORT (BEST VALUE)	Standard Feature
Included in this re t: Summary Report, Phones Plus, Bankruptcy, Liens/Judgments, UCC Filings, People at Work, Driver's Licenses, Vehicle Registrations, Pro ty, Watercraft, FAA Pilots, FAA Aircraft, Professional Licenses, Florida Accidents, Voter Registration, Hunting/Fishing Permits, Conceale Weapons Permits, Associates, Relatives (3 Degrees), Neighbors, Criminal Records and Sexual Offenders.	
ENTITLEMENT R PORT	Standard Feature
Included in this re t: Summary Report, Phones Plus, Bankruptcy, Liens/Judgments, UCC Filings, People at Work, Driver's Licenses, Vehicle Registrations, Pro ty, Watercraft, FAA Pilots, FAA Aircraft, Professional Licenses, Associates, Relatives (3 Degrees), Criminal Records and Sexual Offenders esults can be restricted by the user to their applicable dates of interest.	
FINDER REPORT	Standard Feature
Included in this re t: Address Summary, Others using SSN, Date/Location where SSN issued, Phone Summary, Current Listed Phones, Unverified phone th Type and Date Indicators, Current Neighbor Phones, Possible Relative Phones (2 Degrees), Possible Associate Phones, Phones at Histori Addresses, Bankruptcy Filings and Corporate Affiliations.	
SUMMARY REPO T	Standard Feature
Included in this re t: Address Summary, Others using SSN, Date/Location where SSN issued, Census Data, Bankruptcy Indicator, Property Indicator and Cor ate Affiliations Indicator.	
COMPREHENSIV ADDRESS REPORT	
Base Report Fea res: (Current and Previous Residents and Phones at Address)	Standard Feature
Additional Report tions:	
Property Owners Current / Previous	Standard Feature
Businesses at Ad ss	Standard Feature
Neighbors at Addr s	Standard Feature

Customized Schedule A
Fax all pages of the completed Schedule A to your Account Manager
Accurint for Government (Plan 44)

Driver Licenses a	ddress — Standard Feature
Motor Vehicles Re	stered at Address — Standard Feature
Bankruptcy (Char	l per search) (Not discounted) — Standard Feature
Liens and Judgme	s (Charged per search) — Standard Feature
Neighborhood Pro	e (2000 Census) — Standard Feature
COMPREHENSIV	**BUSINESS REPORT**
Base Report Fea	**res: (Name, Address and Phone Variations; Parent Company, Id Numbers and Industry Informa n)** — Standard Feature
Additional Report	tions:
Bankruptcy (Char	l per search) (Not discounted) — Standard Feature
Liens and Judgme	s (Charged per search) — Standard Feature
Corporation Filing	— Standard Feature
Business Registra	ns — Standard Feature
UCC Filings	— Standard Feature
Associated Busin	es — Standard Feature
Associated Peopl	— Standard Feature
Properties	— Standard Feature
Motor Vehicles	— Standard Feature
FAA Aircraft	— Standard Feature
Watercraft	— Standard Feature
Internet Domain N	nes — Standard Feature
Dun & Bradstreet	cords (Not Discounted) — $3.75
IRS 5500	— Standard Feature
CUSTOM COMPR	**HENSIVE REPORT**
Base Report Fea	**res: (Others Using Same SSN, Date and Location where SSN Issued, Company Header, Address ummary, Comprehensive Report Summary)** — Standard Feature
Additional Report	tions:
Associates	— Standard Feature
Properties	— Standard Feature
Bankruptcy (Char	l per search) (Not discounted) — Standard Feature
Phones Plus	— Standard Feature
People at Work	— Standard Feature
UCC Filings	— Standard Feature
Criminal Records	harged per search) — Standard Feature
Sexual Offenses	arged per search) — Standard Feature
Florida Accidents	— Standard Feature
Driver Licenses In	mation — Standard Feature
Motor Vehicle Reg	ration (Watercraft & Boat Trailers included) — Standard Feature
Liens and Judgme	s (Charged per search) — Standard Feature
Neighborhood Pro	(2000 Census) — Standard Feature
Professional Licen	s (Charged per search) — Standard Feature
Supplemental Dat	Sources (Charged per search) — Standard Feature
Neighbors (Up to	leighbors at 10 Different Addresses) — Standard Feature
Relatives (Per De	e of Separation; Up to 3 Degrees) — Standard Feature
COMPREHENSIV	**HEALTHCARE BUSINESS REPORT**
Flat Rate Compre	**ensive Healthcare Business Report (includes Base Report Features and Additional Report Options l ed below)** — $10.00
Base Report Fea	**res: (Name, Address and Phone Variations; Parent Company, Id Numbers and Industry Informa n)** — $0.50
Additional Report	tions:
Verification	— $0.75

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Customized Schedule A
Fax all pages of the completed Schedule A to your Account Manager
Accurint for Government (Plan 44)

Bankruptcy (Char	l per search) (Not discounted)	$1.00
Liens and Judgme	s (Charged per search)	$0.25
Corporation Filing		$1.00
Business Registra	ns	$0.25
UCC Filings		$0.50
Associated Busin	es	$1.00
Associated Peopl		$1.00
Business Phone M	ches	$0.25
Properties		$1.00
Motor Vehicles		$0.75
FAA Aircraft		$0.25
Watercraft		$1.00
Internet Domain N	nes	$0.25
Dun & Bradstreet	cords (Not Discounted)	$3.75
IRS 5500		$1.00
Sanctions		$0.50
COMPREHENSIV	**HEALTHCARE PROVIDER REPORT**	
Flat Rate Compr	**ensive Healthcare Provider Report (includes Base Report Features and Additional Report Options i ed below)**	$6.00
Base Report Fea	**res: (Others Using Same SSN, Date and Location where SSN Issued, Company Header, Address ummary)**	$0.50
Additional Report	tions:	
Verification		$0.75
Business Address	ummary	$0.25
Business Phone M	ches	$0.25
Professional Licer	s (Charged per search)	$1.00
DEA Licenses		$0.25
Business Affiliatio		$0.50
Group Affiliations		$0.50
Hospital Affiliation		$0.50
Education		$0.50
Sanctions (Charg	Per Search)	$0.50
Possible Criminal	cords (Charged Per Search)	$0.25
Sexual Offenses (	arged Per Search)	$1.00
Bankruptcy (Char	l per search) (Not discounted)	$0.25
Liens and Judgme	s (Charged per search)	$0.25
	ONLINE BATCH SERVICES	
Address (single)		$0.13
Address (multiple		$0.16
EDA Phones (Dir	ory Assistance) (single)	$0.10
EDA Phones (Dir	ory Assistance) (multiple)	$0.12
Waterfall Phones Relatives; Add-on	Directory Assistance Match, Address and Name Variations, Co-Residents, Phones Plus & ossible Relocation, Neighbors & People at Work (single)	$0.23
Waterfall Phones Relatives; Add-on	Directory Assistance Match, Address and Name Variations, Co-Residents, Phones Plus & ossible Relocation, Neighbors & People at Work (multiple)	$0.25
Address and Ph	es (single)	$0.25
Address and Ph	es (multiple)	$0.30
Address and/or P	one Dedupe (per input) (single)	$0.03
Address and/or P	one Dedupe (per input) (multiple)	$0.04
Phones Plus		$0.50
Real Time Phone	earch	$0.50

Real Time Motor	**ehicle Registrations**	**$1.50**
Property - Add U	o Five Properties owned by the subject	**$1.00**
Consumer Instan	O	**$0.65**
Consumer Instan	O **with Fraud Defender**	**$0.95**
Consumer Instan	O **with Red Flags Rule**	**$0.90**
Business Instant		**$1.30**
Business Instant	**with Fraud Defender**	**$1.30**
Multiple = 2 or n	e phones/addresses returned	

Hi R cio,

The odifications were approved and have been incorporated into the attached Sch ule A. Please have the Schedule A (attached) signed and the appl ation/agreement (sent previously) completely filled out, signed, etc. Either ema or fax them back to me so I can submit and we begin the verification proc ss. Verification usually takes 7-10 days, so the sooner I get it back the soo r Ray will be up and running.

Hav a good weekend!

Yve

Yvet e V. Cleveland

Acc nt Manager

purchases of supplies by an individual department are not considered to be part of a single purchase and single contract by the county if a specific intent to avoid the competitive bidding requirements of this subchapter is not present.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, § 57(a), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 1250, § 9, eff. Sept. 1, 1989; Acts 1991, 72nd Leg., ch. 16, § 13.02(b), eff. Aug. 26, 1991; Acts 1993, 73rd Leg., ch. 757, §§ 13, 38, eff. Sept. 1, 1993; Acts 1997, 75th Leg., ch. 442, § 1, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 505, § 2, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 1063, § 2, eff. Sept. 1, 2001.

[1] V.T.C.A., Local Government Code § 271.041 et seq.

For text of section as amended by Acts 2001 77th Leg., ch. 436, § 4, see § 262.023, ante. For text of section as amended by Acts 2001, 77th Leg., ch. 1409, § 4, see § 262.023, post.

§ 262.023. Competitive Requirements for Certain Purchases

Text of section as amended by Acts 2001, 77th Leg., ch. 1409, § 4

(a) Before a county may purchase one or more items under a contract that will require an expenditure exceeding $25,000, the commissioners court of the county must comply with the competitive bidding or competitive proposal procedures prescribed by this subchapter or with a method described by Subchapter H, Chapter 271. All bids or proposals must be sealed.

(b) The competitive bidding and competitive proposal requirements established by Subsection (a) apply to contracts for which payment will be made from current funds or bond funds or through time warrants. Contracts for which payments will be made through certificates of obligation are governed by The Certificate of Obligation Act of 1971 (Subchapter C, Chapter 271).[1] Contracts for which payment will be made through anticipation notes are subject to the competitive bidding provisions of The Certificate of Obligation Act of 1971 (Subchapter C, Chapter 271) in the same manner as certificates of obligation.

(c) In applying the competitive bidding and competitive proposal requirements established by Subsection (a), all separate, sequential, or component purchases of items ordered or purchased, with the intent of avoiding the competitive bidding and competitive proposal requirements of this subchapter, from the same supplier by the same county officer, department, or institution are treated as if they are part of a single purchase and of a single contract. In applying this provision to the purchase of office supplies, separate purchases of supplies by an individual department are not considered to be part of a single purchase and single contract by the county if a specific intent to avoid the competitive bidding requirements of this subchapter is not present.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, § 57(a), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 1250, § 9, eff. Sept. 1, 1989; Acts 1991, 72nd Leg., ch. 16, § 13.02(b), eff. Aug. 26, 1991; Acts 1993, 73rd Leg., ch. 757, §§ 13, 38, eff. Sept. 1, 1993; Acts 1997, 75th Leg., ch. 442, § 1, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 505, § 2, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 1409, § 4, eff. Sept. 1, 2001.

[1] V.T.C.A., Local Government Code § 271.041 et seq.

For text of section as amended by Acts 2001, 77th Leg., ch. 436, § 4, and Acts 2001, 77th Leg., 1063, § 2, see § 262.023, ante.

Section 15(a) of Acts 2001, 77th Leg., ch. 1409 provides:

"The changes in law made by this Act apply only to a contract for which requests for bids, requests for proposals, or requests for qualifications are published or distributed after September 1, 2001."

§ 262.0235. Procedures Adopted by County Purchasing Agents for Electronic Bids or Proposals

The county purchasing agent, before receiving electronic bids or proposals, shall adopt rules in conformance with Section 262.011(*o*) to ensure the identification, security, and confidentiality of electronic bids or proposals.

Added by Acts 2001, 77th Leg., ch. 1063, § 3, eff. Sept. 1, 2001.

§ 262.024. Discretionary Exemptions

(a) A contract for the purchase of any of the following items is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption:

(1) an item that must be purchased in a case of public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the county;

(2) an item necessary to preserve or protect the public health or safety of the residents of the county;

(3) an item necessary because of unforeseen damage to public property;

(4) a personal or professional service;

(5) any individual work performed and paid for by the day, as the work progresses, provided that no individual is compensated under this subsection for more than 20 working days in any three month period;

(6) any land or right-of-way;

(7) an item that can be obtained from only one source, including:

(A) items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies;

(B) films, manuscripts, or books;

(C) electric power, gas, water, and other utility services; and

(D) captive replacement parts or components for equipment;

(8) an item of food;

(9) personal property sold:

(A) at an auction by a state licensed auctioneer;

(B) at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; or

(C) by a political subdivision of this state, a state agency of this state, or an entity of the federal government; or

(10) any work performed under a contract for community and economic development made by a county under Section 381.004.

(b) The renewal or extension of a lease or of an equipment maintenance agreement is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption and if:

(1) the lease or agreement has gone through the competitive bidding procedure within the preceding year;

(2) the renewal or extension does not exceed one year; and

(3) the renewal or extension is the first renewal or extension of the lease or agreement.

(c) If an item exempted under Subsection (a)(7) is purchased, the commissioners court, after accepting a signed statement from the county official who makes purchases for the county as to the existence of only one source, must enter in its minutes a statement to that effect.

(d) The exemption granted under Subsection (a)(8) of this section shall apply only to the sealed competitive bidding requirements on food purchases. Counties shall solicit at least three bids for purchases of food items by telephone or written quotation at intervals specified by the commissioners court. Counties shall award food purchase contracts to the responsible bidder who submits the lowest and best bid or shall reject all bids and repeat the bidding process, as provided by this subsection. The purchasing officer taking telephone or written bids under this subsection shall maintain, on a form approved by the commissioners court, a record of all bids solicited and the vendors contacted. This record shall be kept in the purchasing office for a period of at least one year or until audited by the county auditor.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, § 59(c), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 962, § 1, eff. Sept. 1, 1989; Acts 1989, 71st Leg., ch. 1001, § 2, eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 1060, § 1, eff. Aug. 28, 1989; Acts 1991, 72nd Leg., ch. 16, § 13.03, eff. Aug. 26, 1991; Acts 1997, 75th Leg., ch. 442, § 2, eff. Sept. 1, 1997; Acts 2001, 77th Leg., ch. 1065, § 1, eff. June 15, 2001.

§ 262.0241. Mandatory Exemptions: Certain Recreational Services

(a) This section applies only to a county that:

(1) has a population of 20,000 or less; and

(2) owns not more than one golf course open for public use.

(b) The competitive bidding and competitive proposal procedures prescribed by this subchapter do not apply to the purchase of:

(1) management services for:

(A) a county-owned golf course; or

(B) a retail facility owned by the county and located on the premises of the golf course; and

(2) landscape maintenance services for a county-owned golf course.

Added by Acts 2001, 77th Leg., ch. 1065, § 2, eff. June 15, 2001.

§ 262.0245. Competitive Bidding Procedures Adopted by County Purchasing Agents

A county purchasing agent shall adopt procedures that provide for competitive bidding, to the extent practicable under the circumstances, for the county

AI-23291 **19.K.1.**

Surplus of 2 Lots from Eyhorn Property for Disposition through Sale
CC REGULAR

Date:	10/05/2010
Submitted By:	Gricelda Villarreal, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Right of Way

Information

CAPTION

a. Requesting the surplus of Lot 7, Amended Eyhorn Landfill Subdivision #1 and Lot 7, Amended Eyhorn Landfill Subdivision #2 for the purpose of disposition through sale or exchange;

b. Pursuant to Texas Local Government Code Chapter 273, including, but not limited to:
1. Under 273.001 (a)- requesting authority to publish an AD for the Sale of the property described herein;
2. Under 273.001 (b)- requesting authority to sell the property described herein;

c. Authority to request a fair market value appraisal for the property described as Lot 7, Amended Eyhorn Landfill Subdivision #1 and Lot 7, Amended Eyhorn Landfill Subdivision #2 through the Pct.'s current awarded firm in order for CC to set the minimum bid amount;

d. Requesting approval of Work Authorization No. 5 with a proposed fee of $4,000.00 for the contract between Hidalgo County and Leonel Garza Jr., in connection with appraisal services for the property described herein.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 0 **ACCT. #:** 0-1100-415-00-115-002-0-339

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

BUDGETARY IMPACT:

Funding is pending transfer (AI-23311) in the amount of $4,000.00.

Attachments

Link: Property Lots

Link: WA #5

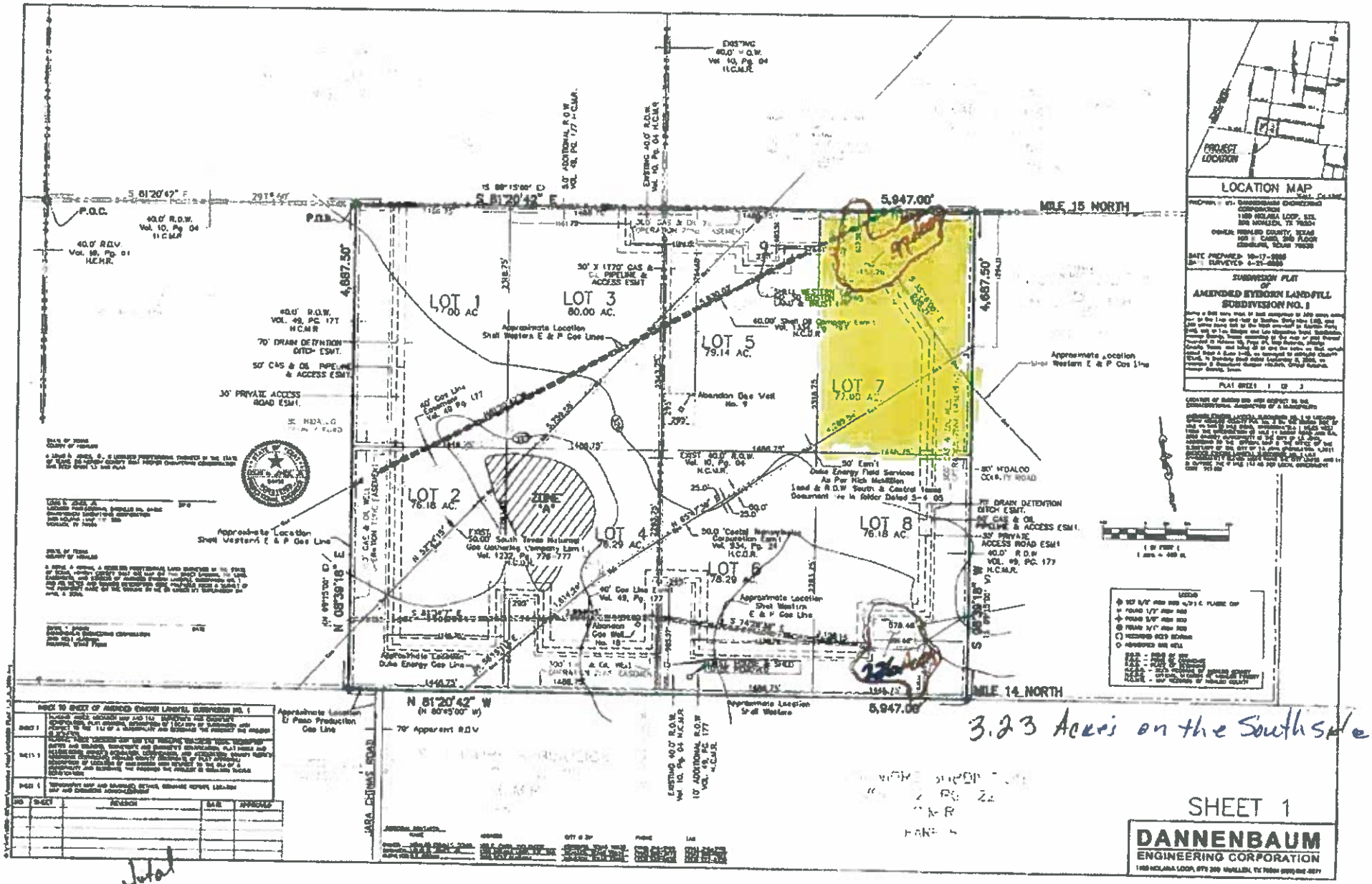
Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/01/2010 03:05 PM	APRV
2	Budget & Management	Sylvia Solis	10/01/2010 03:49 PM	APRV

3	Dale Kennan	Dale Kennan	10/01/2010 04:55 PM	APRV
4	Auditor's Office		10/01/2010 05:24 PM	NEW

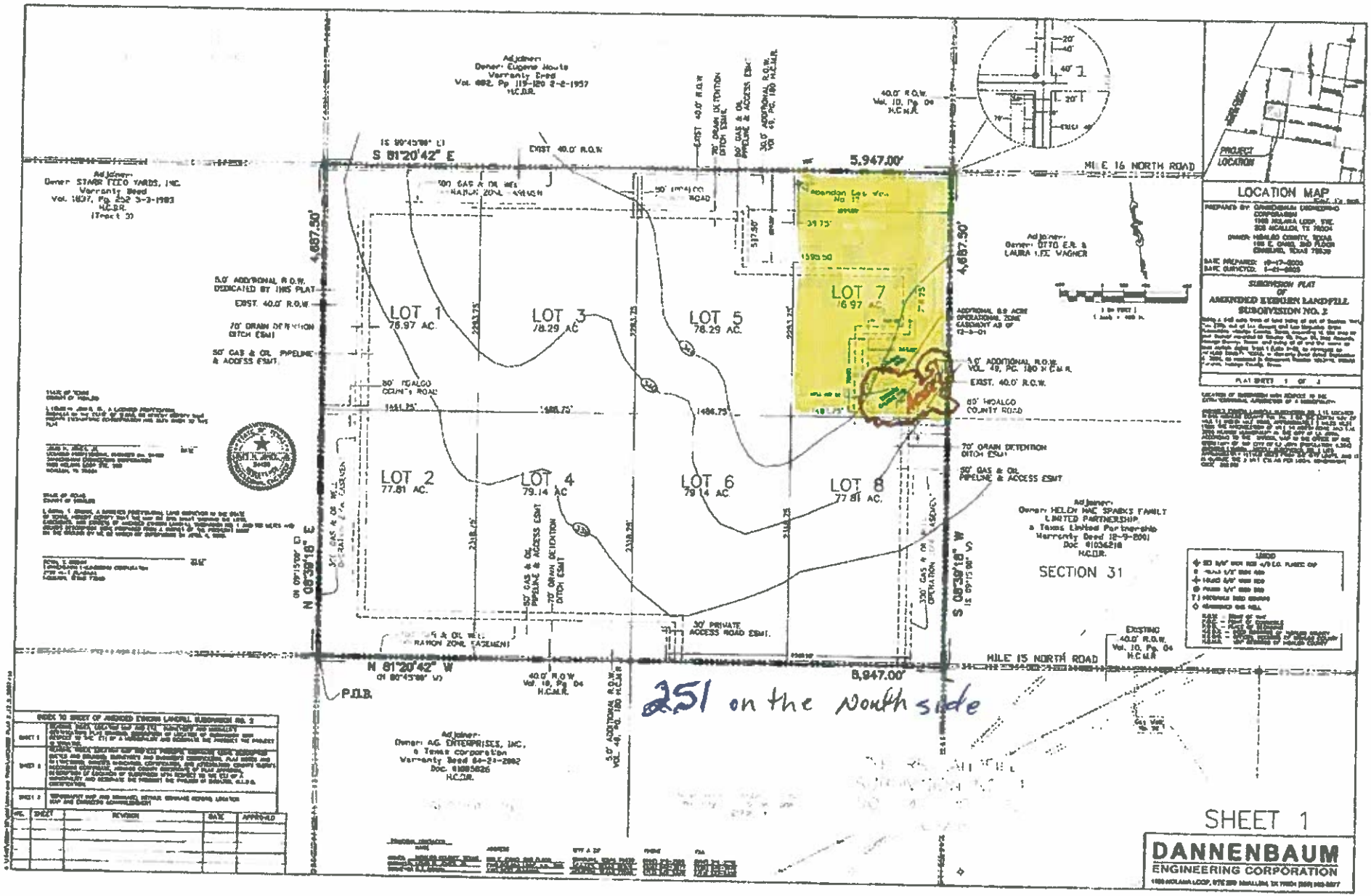
Form Started By: Gricelda Villarreal Started On: 09/30/2010 03:49 PM

Final Approval Date: 10/01/2010



3.23 Acres on the South side

1280 ac- total



251 on the North side

HIDALGO COUNTY

Professional Appraisal Services
Contract C-09-343-10-06
Work Authorization Form

WORK AUTHORIZATION NO. 5

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of the Service Contract made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **"Leonel Garza Jr. & Associates LLC"**, professional appraiser of McAllen, Texas, hereinafter called **"Appraiser".**

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Appraiser** to provide appraisal reports corresponding to the Texas Department of Transportation Form A-5 and or A-6 format for Lot 7, Eyhorn Landfill No. 1 and Lot 7, Eyhorn Landfill No. 2, Hidalgo County, Texas of which will consist of approximately ±2 individual report.

The scope of services to be provided by the **Appraiser** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the*** *Appraiser* attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $4,000.00. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "B".**

PART 3. PAYMENT

Compensation and payment to the Appraiser for the services established under this Work Authorization shall be made in accordance with Article/Part/Section ___3___ of the Agreement.

PART 4. FUNDING

This Work Authorization No. 5 shall be funded through funding source:
Account No. #-####-###-##-###-###-#-###
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No. 3 Commissioner Joe M. Flores as to content and detail of this Work Authorization No. # _5_.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 3
BY: _____
Joe M. Flores, County Commissioner

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2010.

THE APPRAISER:
LEONEL GARZA JR. & ASSOCIATES LLC

_____
By: Leonel Garza III, Appraiser

THE OWNER:
HIDALGO COUNTY

_____
By: Rene A. Ramirez, County Judge

ATTEST:

_____
by: Arturo Guajardo, Jr. - County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be provided by the Appraiser
ATTACHMENT "B" - Payment/ Fee Schedule
ATTACHMENT "C" - Insurance Requirements provided by Appraiser
ATTACHMENT "D" - Work Authorization Form

ATTACHMENT "A" SERVICE TO BE PROVIDED BY THE APPRAISER

Appraisals of Lot 7, Eyhorn Landfill No. 1 and Lot 7, Eyhorn Landfill No. 2, Hidalgo County, Texas specified for approximately ±2 report to be performed by the reasonable deadline specified by Leonel Garza III and the Hidalgo County Precinct No. 3. All communication and correspondence shall be included within the body of the appraisal report. Each report shall be performed on a Texas Department of Transportation A-5 and or A-6 form as applicable and shall follow similar guidelines for personal contact with owners of record prior to on-site inspection.

ATTACHMENT "C"-INSURANCE REQUIREMENTS PROVIDED BY APPRAISER

{ON FILE WITH HIDALGO COUNTY PURCHASING DEPARTMENT}