AI-25175 **2.A.**

2010 Interdepartmental transfer for Co. Wide Adm-Contingency

CC CONSENT

Date:	02/08/2011
Submitted By:	Erika Zamora, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT
Agenda Category:	2010 Interdepartmental Transfers

Information

CAPTION

Co. Wide Adm (1100):
Approval of 2010 interdepartmental transfer from Sheriff's Office to Co. Wide Adm-Contingency in the amount of $224,228.32.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-4XX-00-XXX-00X-0-XXX

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

BUDGETARY IMPACT:
Funds available as of 2/3/11.

Attachments

Link: Interdept trsf

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/03/2011 11:40 AM	APRV
2	Sylvia Solis	Sylvia Solis	02/03/2011 02:22 PM	APRV
3	Auditor's Office		02/04/2011 04:45 PM	NEW

Form Started By: Erika Zamora Started On: 02/03/2011 11:05 AM

Final Approval Date: 02/04/2011

DATE: February 8, 2011

DEPARTMENT HEAD: Raul Silguero, Jr.

2010
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Co. Wide Adm

ACCOUNT NUMBER: 0-1100-4XX-00-XXX-00X-0-XXX

CONTACT PERSON: Erika Zamora **PHONE:** (956) 292-7025 Ext. 5416

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
0-1100-421-00-280-001-0- 336	SHERIFF	COMPUTER SERVICES	(5,893.00)
0-1100-421-00-280-001-0- 339	SHERIFF	OTHER PROF SRV	(41,488.85)
0-1100-421-00-280-001-0- 432	SHERIFF	EQUIP & VEH R&M SRV	(31,538.68)
0-1100-421-00-280-001-0- 532	SHERIFF	WIRELESS DEVICES	(28,791.36)
0-1100-421-00-280-001-0- 550	SHERIFF	PRINTING & BINDING	(3,812.27)
0-1100-421-00-280-001-0- 582	SHERIFF	TRANSPORTATION OF DETAINEES	(37,971.64)
0-1100-421-00-280-001-0- 584	SHERIFF	REGISTRATION FEES	(10,565.00)
0-1100-421-00-280-001-0- 601	SHERIFF	OFFICE & COMPUTER SUPPLIES	(7,070.14)
0-1100-421-00-280-001-0- 605	SHERIFF	CLOTHING & UNIFORMS	(13,152.10)
0-1100-421-00-280-001-0- 611	SHERIFF	POLICE SUPPLIES	(3,173.08)
0-1100-421-00-280-001-0- 613	SHERIFF	SAFETY SUPPLIES	(3,349.26)
0-1100-421-00-280-001-0- 622	SHERIFF	ELECTRICITY	(24,664.47)
0-1100-421-00-280-001-0- 672	SHERIFF	EQ&VEH R&M SUPPLIES	(12,758.47)
TO			
0-1100-415-00-115-002-0- 899	CO WIDE ADM	CONTINGENCY	224,228.32
	TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: Transfer to move surplus monies to Contingency.

SIGNATURE

COMMISSIONERS COURT

____/____/____
DATE

ATTEST, COUNTY CLERK

AI-25180 **2.B.**

2010 Interdepartmental transfer for Various Depts

CC CONSENT

Date:	02/08/2011
Submitted By:	Erika Zamora, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT
Agenda Category:	2010 Interdepartmental Transfers

Information

CAPTION

Various Dept (1100):
Approval of 2010 interdepartmental transfer from Co. Wide Adm-Contingency to Various departments.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-4XX-00-XXX-XXX-0-XXX

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

BUDGETARY IMPACT:

Funds pending approval of AI#25175 CC 2/8/11.

Attachments

Link: Interdept. transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/03/2011 02:38 PM	APRV
2	Sylvia Solis	Sylvia Solis	02/03/2011 03:34 PM	APRV
3	Auditor's Office		02/04/2011 04:45 PM	NEW

Form Started By: Erika Zamora Started On: 02/03/2011 02:17 PM

Final Approval Date: 02/04/2011

DATE: February 8, 2011

DEPARTMENT HEAD: Raul Silguero, Jr.

2010
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Various Depts

ACCOUNT NUMBER: 0-1100-4XX-XX-XXX-0XX-0-XXX

CONTACT PERSON: Erika Zamora **PHONE:** (956) 292-7025 Ext. 5416

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
0-1100-415-00-115-002-0- 899	CO WIDE ADM	CONTINGENCY	(247,219.46)
TO			
0-1100-415-15-140-001-0- 211	TAX OFF-	HEALTH INSURANCE	112.79
0-1100-419-40-220-001-0- 211	FACILITIES MGMT-	HEALTH INSURANCE	180.56
0-1100-452-00-122-008-0- 211	PCT2 PARKS-	HEALTH INSURANCE	225.58
0-1100-421-00-280-001-0- 220	SHERIFF-	FICA	569.94
0-1100-423-21-280-002-0- 220	JAIL-	FICA	293.26
0-1100-421-00-280-001-0- 230	SHERIFF-	RETIREMENT	739.46
0-1100-423-21-280-002-0- 230	JAIL-	RETIREMENT	378.41
0-1100-412-00-001-001-0- 250	92ND DC-	UNEMPLOYMENT COMP	235.45
0-1100-412-00-002-001-0- 250	93RD DC-	UNEMPLOYMENT COMP	215.05
0-1100-412-00-003-001-0- 250	139TH DC-	UNEMPLOYMENT COMP	226.57
0-1100-412-00-004-001-0- 250	206TH DC-	UNEMPLOYMENT COMP	227.20
0-1100-412-00-005-001-0- 250	275TH DC-	UNEMPLOYMENT COMP	232.98
0-1100-412-00-006-001-0- 250	332ND DC-	UNEMPLOYMENT COMP	226.14
0-1100-412-00-007-001-0- 250	370TH DC-	UNEMPLOYMENT COMP	235.66
0-1100-412-00-008-001-0- 250	389TH DC-	UNEMPLOYMENT COMP	236.14
0-1100-412-00-009-001-0- 250	398TH DC-	UNEMPLOYMENT COMP	229.57
0-1100-412-00-009-003-0- 250	INDIGENT DEFENSE-	UNEMPLOYMENT COMP	278.45
0-1100-412-00-010-001-0- 250	430TH DC-	UNEMPLOYMENT COMP	220.98
0-1100-412-00-011-001-0- 250	449TH DC-	UNEMPLOYMENT COMP	220.11
0-1100-412-00-021-001-0- 250	CCL#1-	UNEMPLOYMENT COMP	229.15
0-1100-412-00-022-001-0- 250	CCL#2-	UNEMPLOYMENT COMP	214.62
0-1100-412-00-023-001-0- 250	PROBATE CRT-	UNEMPLOYMENT COMP	293.11
0-1100-412-00-024-001-0- 250	CCL#4-	UNEMPLOYMENT COMP	226.10
0-1100-412-00-025-001-0- 250	CCL#5-	UNEMPLOYMENT COMP	157.80
0-1100-412-00-026-001-0- 250	CCL#6-	UNEMPLOYMENT COMP	210.78
0-1100-412-00-031-001-0- 250	MASTER COURT-	UNEMPLOYMENT COMP	84.26
0-1100-412-00-032-001-0- 250	MASTER CRT II-	UNEMPLOYMENT COMP	83.93
0-1100-412-00-045-001-0- 250	AUXILIARY COURT-	UNEMPLOYMENT COMP	202.45
0-1100-412-00-061-001-0- 250	JP PCT 1/PL 1-	UNEMPLOYMENT COMP	102.51
0-1100-412-00-062-001-0- 250	JP PCT 1/PL 2-	UNEMPLOYMENT COMP	88.25
0-1100-412-00-063-001-0- 250	JP PCT 2/PL 1-	UNEMPLOYMENT COMP	100.19
0-1100-412-00-064-001-0- 250	JP PCT 2/PL 2-	UNEMPLOYMENT COMP	95.16

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
0-1100-412-00-065-001-0-	250	JP PCT 3/PL 1-	UNEMPLOYMENT COMP	137.45
0-1100-412-00-066-001-0-	250	JP PCT 3/PL 2-	UNEMPLOYMENT COMP	137.74
0-1100-412-00-067-001-0-	250	JP PCT 4/PL 1-	UNEMPLOYMENT COMP	190.20
0-1100-412-00-068-001-0-	250	JP PCT 4/PL 2-	UNEMPLOYMENT COMP	224.67
0-1100-412-00-069-001-0-	250	JP PCT 5/PL 1-	UNEMPLOYMENT COMP	101.55
0-1100-412-00-080-002-0-	250	CRIM DA-	UNEMPLOYMENT COMP	4,145.11
0-1100-412-00-090-001-0-	250	DIST CLERK-	UNEMPLOYMENT COMP	1,807.99
0-1100-412-30-085-003-0-	250	PUBLIC DEFENDER-	UNEMPLOYMENT COMP	449.95
0-1100-413-00-110-006-0-	250	CO JUDGE-	UNEMPLOYMENT COMP	621.27
0-1100-413-30-115-017-0-	250	CO COMM-	UNEMPLOYMENT COMP	138.02
0-1100-414-00-130-001-0-	250	ELECTIONS DEPT-	UNEMPLOYMENT COMP	601.21
0-1100-415-00-200-001-0-	250	INFO TECH DEPT-	UNEMPLOYMENT COMP	1,072.39
0-1100-415-14-115-001-0-	250	DBM-BUDGET DIV-	UNEMPLOYMENT COMP	932.38
0-1100-415-15-140-001-0-	250	TAX OFF-	UNEMPLOYMENT COMP	3,675.64
0-1100-415-16-150-001-0-	250	CO TREASURER-	UNEMPLOYMENT COMP	457.70
0-1100-415-18-160-001-0-	250	PURCHASING-	UNEMPLOYMENT COMP	1,156.22
0-1100-415-21-170-001-0-	250	CO AUDITOR-	UNEMPLOYMENT COMP	1,765.45
0-1100-415-40-180-001-0-	250	CO CLERK-	UNEMPLOYMENT COMP	1,756.58
0-1100-415-50-190-002-0-	250	HUMAN RESOURCES-	UNEMPLOYMENT COMP	374.86
0-1100-419-10-210-001-0-	250	PLANNING DEPT-	UNEMPLOYMENT COMP	644.46
0-1100-419-40-220-001-0-	250	FACILITIES MGMT-	UNEMPLOYMENT COMP	2,291.44
0-1100-419-50-115-059-0-	250	DBM-SAFETY DIV-	UNEMPLOYMENT COMP	518.98
0-1100-421-00-115-027-0-	250	TX DPS-	UNEMPLOYMENT COMP	159.45
0-1100-421-00-280-001-0-	250	SHERIFF-	UNEMPLOYMENT COMP	12,351.38
0-1100-421-00-291-001-0-	250	CONSTABLE PCT.1-	UNEMPLOYMENT COMP	287.52
0-1100-421-00-292-001-0-	250	CONSTABLE PCT.2-	UNEMPLOYMENT COMP	261.39
0-1100-421-00-293-001-0-	250	CONSTABLE PCT.3-	UNEMPLOYMENT COMP	417.06
0-1100-421-00-294-001-0-	250	CONSTABLE PCT.4-	UNEMPLOYMENT COMP	446.72
0-1100-421-00-294-007-0-	250	CONST PCT4-PK LOT SEC-	UNEMPLOYMENT COMP	97.59
0-1100-421-00-295-001-0-	250	CONSTABLE PCT.5-	UNEMPLOYMENT COMP	189.90
0-1100-422-10-300-001-0-	250	EMERG SRVS-FM-	UNEMPLOYMENT COMP	273.77
0-1100-423-21-280-002-0-	250	JAIL-	UNEMPLOYMENT COMP	12,751.22
0-1100-423-32-330-001-0-	250	JUV DET HM-	UNEMPLOYMENT COMP	2,589.84
0-1100-423-60-330-002-0-	250	JUV PROB-	UNEMPLOYMENT COMP	1,672.35
0-1100-429-00-300-023-0-	250	EMERG SRVS-EM-	UNEMPLOYMENT COMPENSATION	275.76
0-1100-432-00-121-001-0-	250	PCT1 SANITATION-	UNEMPLOYMENT COMP	634.15
0-1100-432-00-122-001-0-	250	PCT2 SANITATION-	UNEMPLOYMENT COMP	431.24
0-1100-432-00-123-001-0-	250	PCT3 SANITATION-	UNEMPLOYMENT COMP	808.87
0-1100-432-00-124-001-0-	250	PCT4 SANITATION-	UNEMPLOYMENT COMP	342.26
0-1100-441-00-340-001-0-	250	HEALTH ADM-	UNEMPLOYMENT COMP	1,160.78
0-1100-441-00-340-003-0-	250	HEALTH CLINICS-	UNEMPLOYMENT COMP	2,628.45
0-1100-444-00-240-001-0-	250	HUMAN SERVICES-	UNEMPLOYMENT COMP	788.37
0-1100-444-00-360-001-0-	250	CHILD WELFARE-	UNEMPLOYMENT COMP	65.20
0-1100-444-00-370-001-0-	250	VETERAN'S SRV-	UNEMPLOYMENT COMP	212.56
0-1100-452-00-121-013-0-	250	PCT1 PARKS-	UNEMPLOYMENT COMP	491.03
0-1100-452-00-122-008-0-	250	PCT2 PARKS-	UNEMPLOYMENT COMP	204.43
0-1100-452-00-123-008-0-	250	PCT3 PARKS-	UNEMPLOYMENT COMP	443.04
0-1100-452-00-124-009-0-	250	PCT4 PARKS-	UNEMPLOYMENT COMP	241.91
0-1100-461-00-380-001-0-	250	TX AGRILIFE EXT-	UNEMPLOYMENT COMP	265.46
0-1100-463-00-121-002-0-	250	PCT1 CDBG-	UNEMPLOYMENT COMP	41.58
0-1100-466-00-121-050-0-	250	PCT1 CRC-	UNEMPLOYMENT COMP	49.20
0-1100-466-00-122-018-0-	250	PCT2 CRC-	UNEMPLOYMENT COMP	89.71
0-1100-466-00-122-082-0-	250	PCT2 CRC	(S.TOWER)-UNEMPLOYMENT COMP	77.57
0-1100-412-30-115-016-0-	333	PUBLIC DEFENSE-	LEGAL SERVICES	80,849.00
0-1100-412-00-003-001-0-	601	139TH DC-	OFFICE & COMPUTER SUPPLIES	29.17
0-1100-412-00-007-001-0-	601	370TH DC-	OFFICE & COMPUTER SUPPLIES	523.13
0-1100-412-00-003-001-0-	664	139TH DC-	OTHER MINOR EQUIPMENT	613.44
0-1100-412-00-007-001-0-	743	370TH DC-	OFFICE FURN & EQUIP	4,330.00
0-1100-421-00-280-001-0-	747	SHERIFF-	SOFTWARE	7,702.00
0-1100-422-20-300-002-0-	841	EMERG SRVS-	ALAMO FD-AID TO GOVT AGENCY	8,650.00
0-1100-422-20-300-005-0-	841	EMERG SRVS-	EDCOUCH FD-AID TO GOVT AGENCY	6,400.00

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
0-1100-422-20-300-007-0- 841	EMERG SRVS-	ELSA FD-AID TO GOVT AGENCY	8,725.00
0-1100-422-20-300-009-0- 841	EMERG SRVS-	LA JOYA FD-AID TO GOVT AGENCY	6,924.09
0-1100-422-20-300-010-0- 841	EMERG SRVS-	LA VILLA FD-AID TO GOVT AGNCY	8,525.00
0-1100-422-20-300-014-0- 841	EMERG SRVS-	MISSION FD-AID TO GOVT AGENCY	2,625.00
0-1100-422-20-300-015-0- 841	EMERG SRVS-	MONTE ALTO FD-AID TO GOVT AGN	5,000.00
0-1100-422-20-300-016-0- 841	EMERG SRVS-	PALMVIEW FD-AID TO GOVT AGNCY	19,950.00
0-1100-422-20-300-019-0- 841	EMERG SRVS-	WESLACO FD-AID TO GOVT AGENCY	15,050.00
	TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: Transfer to fund negatives and 2nd qtr unemployment deficit.

SIGNATURE

COMMISSIONERS COURT

/ /

DATE

ATTEST, COUNTY CLERK

AI-25194 **3.A.**

Intradepartmental Transfer

CC CONSENT

Date:	02/08/2011
Submitted By:	Rosie Luna, SAFETY DIVISION
Submitted For:	Roy Quintanilha
Department:	SAFETY DIVISION
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Safety Division (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-421-00-293-001-0-XXX

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

BUDGETARY IMPACT:

funds available as of 02/04/2011

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/04/2011 02:42 PM	APRV
2	Ana Galvan	Anna Galvan	02/04/2011 04:37 PM	APRV
3	Auditor's Office		02/04/2011 04:45 PM	NEW

Form Started By: Rosie Luna Started On: 02/04/2011 02:39 PM

Final Approval Date: 02/04/2011

DATE: February 4, 2011

DEPARTMENT HEAD: Roy Quintanilha

DEPARTMENT NAME: Dept. of Budget and Management Safety Division

ACCOUNT NUMBER: 1-1100-419-50-125-003-0-XXX

SUBJECT: **Intradepartmental Transfer/s**

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT NAME	**TO** OBJECT CODE	OBJECT NAME	AMOUNT
601	Office & Computer Supplies	672	Equipment/Vehicle R&M Supplies	$ 150.00
603	Educational/Instructional Supplies	672	Equipment/Vehicle R&M Supplies	$ 150.00
			Total:	**300.00**

REASON: **Line Item Transfer is being requested for expected expenditure.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / **DATE** **ATTEST COUNTY CLERK**

AI-25160 **3.B.**

25160 lit $1,850.00 2-3-11

CC CONSENT

Date:	02/08/2011
Submitted By:	Mary Garcia, TAX OFFICE
Submitted For:	Armando Barrera Jr.
Department:	TAX OFFICE
Agenda Category:	2011 Interdepartmental Transfers

Information

CAPTION

2011 - Tax Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-15-140-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 02-04-11

Attachments

Link: TAX OFFICE

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/03/2011 04:32 PM	APRV
2	Ana Galvan	Angela Garcia	02/04/2011 11:39 AM	APRV
3	Veronica Ortiz	Veronica Ortiz	02/04/2011 02:10 PM	APRV
4	Auditor's Office		02/04/2011 04:45 PM	NEW

Form Started By: Mary Garcia Started On: 02/02/2011 04:06 PM

Final Approval Date: 02/04/2011

DATE: February 3, 2011

DEPARTMENT HEAD: Armando Barrera Jr.

DEPARTMENT NAME: Hidalgo County Tax Office

ACCOUNT NUMBER: 1-1100-415-15-140-001-0xxx

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

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

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
431	BLDG&OTHR STRUC R&M SRV	664	OTHER MINOR EQUIPMENT	$900.00
743	OFFICE FURN & EQUIPMENT	661	MINOR OFFICE FURN & EQUIP	$600.00
743	OFFICE FURN & EQUIPMENT	664	OTHER MINOR EQUIPMENT	$350.00
743	OFFICE FURN & EQUIPMENT	584	REGISTRATION FEES	$100.00
			TOTAL	$1,950.00

REASON: To purchase necessary items to operate County office.

2/3/11

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-25151 **3.C.**

Budget Line Item Transfer

CC CONSENT

Date:	02/08/2011
Submitted By:	Edna Kirby, IT DEPARTMENT
Submitted For:	Renan Ramirez
Department:	IT DEPARTMENT
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - I. T. Department (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011

ACCT. #: 1-1100-415-00-200-001-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

funds available as of 02/04/2011

Attachments

Link: Intra-Dept

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/02/2011 04:31 PM	APRV
2	Norma Silva	Angela Garcia	02/04/2011 02:03 PM	APRV
3	Ana Galvan	Anna Galvan	02/04/2011 04:08 PM	APRV
4	Auditor's Office		02/04/2011 04:45 PM	NEW

Form Started By: Edna Kirby

Started On: 02/02/2011 03:48 PM

Final Approval Date: 02/04/2011

DATE: February 8, 2011

DEPARTMENT HEAD: Renan Ramirez

DEPARTMENT NAME: Information Technology Dept.

ACCOUNT NUMBER: 1-1100-415-00-200-001-0

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
336	INFO TECH DEPT - COMPUTER SERVICES	855	INFO TECH DEPT - LATES FEES, PENALTIES & FIN	$200.00
			TOTAL	$200.00

REASON: **Tranfer monies to the correct object code to cover expenses**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-25152 **3.D.**

Budget Line Item Transfer

CC CONSENT

Date:	02/08/2011
Submitted By:	Edna Kirby, IT DEPARTMENT
Submitted For:	Renan Ramirez
Department:	IT DEPARTMENT
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - I. T. Department (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-00-200-002-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 02-03-11

Attachments

Link: Intra-Dept

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/02/2011 04:32 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	02/03/2011 04:04 PM	APRV
3	Auditor's Office		02/04/2011 04:45 PM	NEW

Form Started By: Edna Kirby Started On: 02/02/2011 03:51 PM

Final Approval Date: 02/04/2011

DATE: February 8, 2010

DEPARTMENT HEAD: Renan Ramirez

DEPARTMENT NAME: Information Technology Dept.

ACCOUNT NUMBER: 1-1100-415-00-200-002-0

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
336	IT COUNTYWIDE - COMPUTER SERVICES	855	IT COUNTYWIDE - LATES FEES, PENALTIES & FIN	$600.00
			TOTAL	$600.00

REASON: **Tranfer monies to the correct object code to cover expenses**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-25192 **3.E.**

Human Services (1100)

CC CONSENT

Date:	02/08/2011
Submitted By:	Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.
Submitted For:	Dairen Sarmiento
Department:	HEALTH & HUMAN SERVICES DEPT.
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Human Services Division (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-444-00-240-001-0-XXX

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

BUDGETARY IMPACT:

funds available as of 02/04/2011

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/04/2011 02:21 PM	APRV
2	Ana Galvan		02/04/2011 04:45 PM	PEND
3	Auditor's Office		02/04/2011 04:45 PM	NEW

Form Started By: Dairen Sarmiento Started On: 02/04/2011 01:58 PM

Final Approval Date: 02/04/2011

DATE: February 4, 2011

DEPARTMENT HEAD: Dairen Sarmiento

DEPARATMENT NAME: ***HUMAN SERVICES***

ACCOUNT NUMBER: 1-1100-444-00-240-001-0-

SUBJECT: BUDGET LINE-ITEM TRANSFER(S)

Honorable Commissioners' Court of Hidalgo County:

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

FROM:		**TO:**		
OBJECT CODE	**OBJECT NAME**	**OBJECT CODE**	**OBJECT NAME**	**AMOUNT**
535	postage	350	other service	$ 700.00
601	office & computer supplies	432	equip & vehicle R&M services	$ 85.00
			TOTAL	$ 785.00

Reason: For shredding of confidential documents from previous years. & to repair a printer/copier.

Dairen Sarmiento — Department Head Signature

2/4/2011 — Date

Approved Commissioners' Court

Date

Attest County Clerk

County Auditor's Form: ARS-CA-017
Revised: 6/2002

AI-25164 **3.F.**

2011 - Health & Human Service Dept. (LIT) (1100)

CC CONSENT

Date: 02/08/2011
Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.
Submitted For: Mike Escaname
Department: HEALTH & HUMAN SERVICES DEPT.
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Health & Human Services Dept. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011
ACCT. #: 1-1100-441-00-340-001-0-585
FUNDS AVAILABLE Y/N?: Y
MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/03/2011 08:01 AM	APRV
2	Norma Silva	Angela Garcia	02/04/2011 02:03 PM	APRV
3	Veronica Ortiz	Veronica Ortiz	02/04/2011 02:21 PM	APRV
4	Auditor's Office		02/04/2011 04:45 PM	NEW

Form Started By: Mike Escaname
Started On: 02/02/2011 04:37 PM

Final Approval Date: 02/04/2011

Date: February 2, 2011
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health Department
Account Number: 1-1100-441-00-340-001-0 Administration
Budget Line Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County

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

FROM		TO		
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	AMOUNT
1-1100-441-00-340-001-0-585	EMPLOYEE TRAVEL	1-1100-441-00-340-001-0-431	HEALTH ADM-BLDG&OTHR ST	$ 2,000.00
			Amount	$ 2,000.00

Revenue Account
Amount Requested: $ 2,000.00

Reason: Funds needed in proper object code.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-25161 **3.G.**

2011 - Health & Human Services Dept. (EWIDS FY 10 LIT) (1293)

CC CONSENT

Date: 02/08/2011
Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.
Submitted For: Mike Escaname
Department: HEALTH & HUMAN SERVICES DEPT.
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Health & Human Services Dept. (1293)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1293-441-10-340-028-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/02/2011 04:33 PM	APRV
2	Ana Galvan	Anna Galvan	02/03/2011 03:25 PM	APRV
3	Auditor's Office		02/04/2011 04:45 PM	NEW

Form Started By: Mike Escaname Started On: 02/02/2011 04:13 PM

Final Approval Date: 02/04/2011

Date: February 2, 2011
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health & Human Services Department
Account Number: 1-1293-441-10-340-028-0-
Budget Line Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County

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

FROM		TO		
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	AMOUNT
1-1293-441-10-340-028-0-260	WORKERS COMP	1-1293-441-10-340-028-0-113	REG F/T EMPLOYEES	$ 3,568.84
1-1293-441-10-340-028-0-211	HEALTH INSURANCE	1-1293-441-10-340-028-0-113	REG F/T EMPLOYEES	$ 1,566.99
1-1293-441-10-340-028-0-211	HEALTH INSURANCE	1-1293-441-10-340-028-0-230	RETIREMENT	$ 516.71
1-1293-441-10-340-028-0-220	FICA	1-1293-441-10-340-028-0-212	LIFE INSURANCE	$ 1.32
1-1293-441-10-340-028-0-220	FICA	1-1293-441-10-340-028-0-230	RETIREMENT	$ 16.57
1-1293-441-10-340-028-0-583	TRAVEL OUT OF COUNTY	1-1293-441-10-340-028-0-230	RETIREMENT	$ 451.03
1-1293-441-10-340-028-0-583	TRAVEL OUT OF COUNTY	1-1293-441-10-340-028-0-250	UNEMPLOYMENT	$ 62.75
1-1293-441-10-340-028-0-581	TRAVEL IN COUNTY	1-1293-441-10-340-028-0-601	OFFICE & COMPUTER SUPPLIES	$ 220.00
1-1293-441-10-340-028-0-583	OUT OF COUNTY	1-1293-441-10-340-028-0-601	OFFICE & COMPUTER SUPPLIES	$ 293.34
1-1293-441-10-340-028-0-584	REGISTRATION FEES	1-1293-441-10-340-028-0-601	OFFICE & COMPUTER SUPPLIES	$ 77.73
1-1293-441-10-340-028-0-584	REGISTRATION FEES	1-1293-441-10-340-028-0-113	REG F/T EMPLOYEES	$ 172.27
			Amount	$ 6,947.55

Reason: Line item transfer needed to fund anticipated expenditures.
Grant ends on 07/31/11.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT DATE ATTEST COUNTY CLERK

AI-25116 **3.H.**

2011 - County Clerks Office (1100)

CC CONSENT

Date:	02/08/2011
Submitted By:	Rene Perez, COUNTY CLERK
Submitted For:	Rene Perez
Department:	COUNTY CLERK
Agenda Category:	2011 Interdepartmental Transfers

Information

CAPTION

2011 - County Clerks Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-40-180-001-0-XXX

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

BUDGETARY IMPACT:

funds available as of 02/04/2011

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/01/2011 04:13 PM	APRV
2	Norma Silva	Angela Garcia	02/04/2011 02:03 PM	APRV
3	Ana Galvan	Anna Galvan	02/04/2011 04:00 PM	APRV
4	Auditor's Office		02/04/2011 04:45 PM	NEW

Form Started By: Rene Perez Started On: 02/01/2011 01:32 PM

Final Approval Date: 02/04/2011

ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

DATE: 2/1/2011

DEPARTMENT HEAD: Arturo Guajardo, Jr

DEPARTMENT NAME: Hidalgo County Clerk's Office

ACCOUNT NUMBER: 1-1100-415-40-180-001-0

SUBJECT: Budget Intradepartmental Transfer in Accordance with Local Government Code, Chapter 111, Subchapter C.

Honorable Commissioner's Court of Hidalgo County:

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

FROM:		TO:		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
342	CO CLERK-INFO & CREDIT SERVICES	743	CO CLERK - OFFICE FURN & EQUIP	$391.20
			TOTAL	$391.20

REASON: To pay for some up coming expenses.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT

DATE

ATTEST COUNTY CLERK

P.O. Box 58 • Edinburg, Texas 78540 • 956-318-2100 • Fax 956-318-2105
www.hidalgocountyclerk.us

AI-25156 **3.I.**

transfer of funds - 93rd DC

CC CONSENT

Date:	02/08/2011
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Submitted For:	Joel Espinoza
Department:	EXECUTIVE OFFICE
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - 93rd District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-412-00-002-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 2-2-11

Attachments

Link: transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/02/2011 04:32 PM	APRV
2	JC Carreon	JC Carreon	02/02/2011 04:36 PM	APRV
3	Auditor's Office		02/04/2011 04:45 PM	NEW

Form Started By: Monica Badillo Started On: 02/02/2011 04:01 PM

Final Approval Date: 02/04/2011

DATE: **February 2, 2011**

DEPARTMENT HEAD: **Judge Rudy Delgado**

DEPARTMENT NAME: **93rd District Court**

ACCOUNT NUMBER: **1-1100-412-00-002-001-0**

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
890	Other	**780**	Capital Leases	**2,150.00**
			TOTAL	**2,150.00**

REASON: **For lease of copier.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-25128 **3.J.**

Budget Line Item Transfer

CC CONSENT

Date:	02/08/2011
Submitted By:	Delma Silva, 206TH DISTRICT COURT
Submitted For:	Delma Silva
Department:	206TH DISTRICT COURT
Agenda Category:	2011 Interdepartmental Transfers

Information

CAPTION

2011 - 206th District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-412-00-004-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 2-3-11

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/02/2011 01:07 PM	APRV
2	JC Carreon	JC Carreon	02/03/2011 10:44 AM	APRV
3	Auditor's Office		02/04/2011 04:45 PM	NEW

Form Started By: Delma Silva Started On: 02/02/2011 10:29 AM

Final Approval Date: 02/04/2011

INTRA-DEPARTMENTAL TRANSFER

DATE: February 2, 2011 Amended

DEPARTMENT HEAD: Judge Rose G. Reyna

DEPARTMENT NAME: 206th District Court

ACCOUNT NUMBER: 1-1100-412-00-004-001-0-

CONTACT PERSON: Delma G. Silva PHONE: (956)318-2265

SUBJECT: Intra-departmental Transfer(s)

Honorable Commissioner's Court of Hidalgo County:

I submit for your consideration the following Intra-departmental transfer(s) in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM: OBJECT CODE	OBJECT NAME	TO: OBJECT CODE	OBJECT NAME	AMOUNT
890	Other	831	Court Costs & Investigtion	$5,000.00
			TOTAL	5,000.00

REASON: To Pay Certified Translator for any future services rendered to the Court during Criminal Trials

DEPARTMENT HEAD SIGNATURE

2/3/11
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-25127 **3.K.**

Line Item Transfer to pay electricity

CC CONSENT

Date:	02/08/2011
Submitted By:	Anna Galvan, BUDGET & MANAGEMENT
Submitted For:	430th DC, Judge Israel Ramon
Department:	BUDGET & MANAGEMENT
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - 430th District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-412-00-010-001-0-XXX

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

BUDGETARY IMPACT:

funds available as of 02/02/2011

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/02/2011 01:07 PM	APRV
2	Ana Galvan	Anna Galvan	02/02/2011 04:39 PM	APRV
3	Erika Zamora	Erika Zamora	02/04/2011 11:59 AM	APRV
4	Auditor's Office		02/04/2011 04:45 PM	NEW

Form Started By: Anna Galvan Started On: 02/02/2011 09:02 AM

Final Approval Date: 02/04/2011

INTRADEPARTMENTAL TRANSFER

DATE: February 2, 2011

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Dept. of Budget & Management for 430th District Court

ACCOUNT NUMBER: 1-1100-412-00-010-001-0-XXX

SUBJECT: Intradepartmental Transfer

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intradepartmental Transfer/s in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM		TO		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	
441	Land & Building Rental	662	Electricity	$ 12,000.00
890	Other	343	Laundry & Dry Cleaning	300.00
890	Other	413	Electronic Surveillance & Security	380.00
890	Other	630	Food	500.00
890	Other	411	Water/Sewage	1,000.00
			TOTAL	$ 14,180.00

REASON: Transfer is needed in order to pay pending invoices.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-25123 **3.L.**

Other supplies transfer

CC CONSENT

Date: 02/08/2011
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Facilities Management (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-419-40-220-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 02-03-11

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/01/2011 04:15 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	02/03/2011 04:03 PM	APRV
3	Auditor's Office		02/04/2011 04:45 PM	NEW

Form Started By: Angela Garcia Started On: 02/01/2011 03:49 PM

Final Approval Date: 02/04/2011

BUDGET INTRA-DEPARTMENAL TRANSFER REQUEST

DATE: FEBRUARY 02-2011

DEPARTMENT HEAD: DANIEL FLORES

DEPARTMENT NAME: FACILITIES MANAGEMENT DPT.

ACCOUNT NUMBER: 1-1100-419-40-220-001-0-

CONTACT PERSON: DANIEL FLORES **PHONE:** 956-289-7850

SUBJECT: Budget Intradepartmental Transfer

Honorable Commissioner's Court of Hidalgo County:

I submit to you for your consideration following Intradepartmental Budget Transfer/s in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM		TO		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	
672	Repair/Maint Supplies Equip/Vehicles	619	Other Supplies	3,000.00
			TOTAL	$3,000.00

REASON: Funds needed to Process invoices where object code was changed and for future purchases under this object.

a O balance)

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS COURT

ATTEST COUNTY CLERK

AI-25115 **3.M.**

Late Fees

CC CONSENT

Date:	02/08/2011
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Workers' Comp. (2202)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010

ACCT. #: 1-2202-419-50-115-065-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

funds available as of 02/02/2011

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/01/2011 04:11 PM	APRV
2	Ana Galvan	Anna Galvan	02/02/2011 04:32 PM	APRV
3	Auditor's Office		02/04/2011 04:45 PM	NEW

Form Started By: Angela Garcia

Started On: 02/01/2011 01:14 PM

Final Approval Date: 02/04/2011

BUDGET INTRADEPARTMENTAL TRANSFER

DATE: February 1, 2011

DEPARTMENT HEAD: RAUL SILGUERO, JR.

DEPARTMENT NAME: DBM - WORKERS COMP. DIVISION

ACCOUNT NUMBER: 1-2202-419-50-115-065-0-XXX

SUBJECT: Intradepartmental Transfer

Honorable Commissioner's Court of Hidalgo County:

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

FROM:		**TO:**		
OBJECT CODE	**OBJECT NAME**	**OBJECT CODE**	**OBJECT NAME**	**AMOUNT**
601	OFFICE & COMPUTER SUPPLIES	855	LATE FEES	10.00
			TOTAL	**10.00**

REASON: Transfer is needed to pay late fees.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT

DATE

ATTEST COUNTY CLERK

AI-25105 **3.N.**

Intradepartmental Line Item Transfer

CC CONSENT

Date: 02/08/2011
Submitted By: Irma Castillo, PLANNING DEPT.
Submitted For: Irma Castillo
Department: PLANNING DEPT.
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Planning Dept. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-419-10-210-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 02-03-11

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/01/2011 11:10 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	02/03/2011 04:01 PM	APRV
3	Auditor's Office		02/04/2011 04:45 PM	NEW

Form Started By: Irma Castillo Started On: 02/01/2011 10:42 AM

Final Approval Date: 02/04/2011

Raul E. Sesin, P.E., C.F.M.
PLANNING ADMINISTRATOR

HIDALGO COUNTY
PLANNING DEPT.

DATE: Feb. 1, 2011

DEPARTMENT HEAD: Raul E. Sesin, P.E.

DEPARTMENT NAME: Planning Department

ACCOUNT NUMBER: 1-1100-419-10-210-001-0.___

SUBJECT: BUDGET LINE ITEM TRANSFER(S)
Submit to you for your consideration the following line-item transfer(s) in accordance with Local Government Code, Chapter III, Subchapter C.

FROM ACCOUNT NUMBER	ACCOUNT NAME		TO ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
1-1100-419-10-210-001-0-550	Printing & Binding	→	1-1100-419-10-210-001-0-432	Equip & Veh R&M Service	$1,800.00
1-1100-419-10-210-001-0-672	Equip & Veh R&M Supplies	→	1-1100-419-10-210-001-0-432	Equip & Veh R&M Service	$1,000.00
1-1100-419-10-210-001-0-601	Office & Computer Supplies	→	1-1100-419-10-210-001-0-619	Other Misc. Supplies	$74.98
				TOTAL	$2,874.98

Reason: Need to repair Raul Sesin's Truck, Unit 90, that was involved in an accident.
Also need monies to pay for cell phone/equipment.

_____
Department Head Signature

_____ _____ ____/____/____ _____
Approved Commissioners' Court Date Attest County Clerk

LIT020811B

AI-25101 **3.O.**

Intradepartmental - Visiting Judges

CC CONSENT

Date:	02/08/2011
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Visiting Judges (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-412-00-115-014-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 01/31/2011.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/01/2011 09:39 AM	APRV
2	Ana Galvan	Anna Galvan	02/02/2011 11:43 AM	APRV
3	Auditor's Office		02/04/2011 04:45 PM	NEW

Form Started By: Sylvia Solis Started On: 01/31/2011 02:25 PM

Final Approval Date: 02/04/2011

DATE: January 31, 2011

2011
Transfer

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management for Visiting Judges

ACCOUNT NUMBER: 1-1100-412-00-115-014-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	OTHER	121	TEMP F/T EMPLOYEES	40,000.00
890	OTHER	220	FICA	10,000.00
			TOTAL	$50,000.00

REASON:
Transfer from OTHER to TEMP F/T EMPLOYEES and FICA in the amount of $50,000.00.

Approved by

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-25132 **3.P.**

2011 Pct. 1 Parks LIT (1100)

CC CONSENT

Date:	02/08/2011
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT
Submitted For:	Noe Montez, Pct. 1
Department:	BUDGET & MANAGEMENT
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Pct. #1 Parks (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-452-00-121-013-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 2-2-11.

Attachments

Link: Pct. 1 Parks LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu	Ivan Cantu	02/02/2011 01:37 PM	APRV
2	Budget & Management	Erika Zamora	02/02/2011 01:55 PM	APRV
3	JC Carreon		02/04/2011 04:45 PM	PEND
4	Auditor's Office		02/04/2011 04:45 PM	NEW

Form Started By: Ivan Cantu Started On: 02/02/2011 11:34 AM

Final Approval Date: 02/04/2011

DATE: February 8, 2011

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management for Pct. 1 Parks

ACCOUNT NUMBER: 1-1100-452-00-121-013-0-XXX

Contact Person: Ivan Cantu **Ph#:** (956) 292-7025 ext. 5425

2011
Intradepartmental Transfer

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	Other	623	Bottled Gas	1,000.00
890	Other	671	Bldg & Other Struc. R & M Supplies	3,000.00
890	Other	745	Computer Equipment	1,000.00
			TOTAL	**5,000.00**

REASON:
To fund various operating expenditures.

DEPARTMENT HEAD SIGNATURE

____/____/____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-25129 **3.Q.**

2011 Pct. 1 Sanitation LIT (1100)

CC CONSENT

Date:	02/08/2011
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT
Submitted For:	Noe Montez, Pct. 1
Department:	BUDGET & MANAGEMENT
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Pct. #1 Sanitation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011

ACCT. #: 1-1100-432-00-121-001-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 2-2-11.

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu	Ivan Cantu	02/02/2011 01:07 PM	APRV
2	Budget & Management	Erika Zamora	02/02/2011 01:51 PM	APRV
3	Norma Silva	Angela Garcia	02/04/2011 02:03 PM	APRV
4	Ana Galvan	Anna Galvan	02/04/2011 04:05 PM	APRV
5	Auditor's Office		02/04/2011 04:45 PM	NEW

Form Started By: Ivan Cantu

Started On: 02/02/2011 11:29 AM

Final Approval Date: 02/04/2011

DATE: February 8, 2011

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management for Pct. 1 Sanitation

ACCOUNT NUMBER: 1-1100-432-00-121-001-0-XXX

Contact Person: Ivan Cantu **Ph#:** (956) 292-7025 ext. 5425

2011

Intradepartmental Transfer

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
350	Other Services	609	Agricultural & Landscaping Supplies	1,000.00
350	Other Services	745	Computer Equipment	1,000.00
			TOTAL	**2,000.00**

REASON:
To fund agricultural & landscaping & computer equipment expenditures.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-25130 **3.R.**

2011 Pct. 1 P/U Rd LIT (fund 1200, prgm 005)

CC CONSENT

Date:	02/08/2011
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT
Submitted For:	Noe Montez, Pct. 1
Department:	BUDGET & MANAGEMENT
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Pct. #1 P/U Rd. (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-121-005-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 2-2-11.

Attachments

Link: Pct. 1 P/U Rd. LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu	Ivan Cantu	02/02/2011 01:22 PM	APRV
2	Budget & Management	Erika Zamora	02/02/2011 01:51 PM	APRV
3	Ivan Cantu	Ivan Cantu	02/02/2011 02:08 PM	APRV
4	Auditor's Office		02/04/2011 04:45 PM	NEW

Form Started By: Ivan Cantu Started On: 02/02/2011 11:31 AM

Final Approval Date: 02/04/2011

DATE: February 8, 2011

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management for Pct. 1 P/U Rd.

ACCOUNT NUMBER: 1-1200-431-00-121-005-0-XXX

Contact Person: Ivan Cantu **Ph#:** (956) 292-7025 ext. 5425

2011
Intradepartmental Transfer

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
334	Arch. & Eng. Svcs	745	Computer Equip.	1,000.00
334	Arch. & Eng. Svcs	855	Late Fees, Penalties & Finance Charges	200.00
334	Arch. & Eng. Svcs	619	Other Misc. Supplies	2,000.00
			TOTAL	**3,200.00**

REASON:
To fund various operating expenditures.

DEPARTMENT HEAD SIGNATURE

____/____/____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-25131 **3.S.**

2011- Pct. 1 Rd. Adm. (fund 1200, progm 004)

CC CONSENT

Date:	02/08/2011
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT
Submitted For:	Noe Montez, Pct. 1
Department:	BUDGET & MANAGEMENT
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Pct. #1 Rd. Adm. (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-121-004-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 2-2-11.

Attachments

Link: Pct. 1 Rd. Adm. LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu	Ivan Cantu	02/02/2011 01:29 PM	APRV
2	Budget & Management	Erika Zamora	02/02/2011 01:54 PM	APRV
3	Veronica Ortiz	Veronica Ortiz	02/03/2011 04:01 PM	APRV
4	Auditor's Office		02/04/2011 04:45 PM	NEW

Form Started By: Ivan Cantu Started On: 02/02/2011 11:32 AM

Final Approval Date: 02/04/2011

DATE: February 8, 2011

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management for Pct. 1 Rd. Adm.

ACCOUNT NUMBER: 1-1200-431-00-121-004-0-XXX

Contact Person: Ivan Cantu **Ph#:** (956) 292-7025 ext. 5425

2011
Intradepartmental Transfer

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
630	Food	745	Computer Equip.	3,000.00
664	Other Minor Equip.	431	Bldg & Other Struc. R & M Svcs.	2,700.00
			TOTAL	**5,700.00**

REASON:
To fund computer equip. & Bldg & Other Struc. R & M Svcs.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-25102 **3.T.**

Pct #3 Transfer

CC CONSENT

Date: 02/08/2011
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Pct. #3 R&B (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011
ACCT. #: 1-1100-431-00-123-005-0-XXX
FUNDS AVAILABLE Y/N?: Y
MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
Funds available as of 2/1/11.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/01/2011 09:39 AM	APRV
2	Norma Silva	Angela Garcia	02/01/2011 03:45 PM	APRV
3	Erika Zamora	Erika Zamora	02/01/2011 04:22 PM	APRV
4	Auditor's Office		02/04/2011 04:45 PM	NEW

Form Started By: Norma Ceballos
Started On: 01/31/2011 02:47 PM

Final Approval Date: 02/04/2011

INTRA-DEPARTMENTAL TRANSFER

DATE: 02/08/11

DEPARTMENT HEAD: Commissioner Joe M. Flores - Pct No. 3

DEPARTMENT NAME: Hidalgo County Precinct #3

ACCOUNT NUMBER: 1-1200-431-00-123-005-0-XXX

CONTACT PERSON: Norma Ceballos PHONE: (956)585-4509

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intra-departmental transfer's) in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
731	Pct #3 P/U Rd-Roads	711	Pct #3 P/U Rd.- ROW	$ 12,547.00
			TOTAL	**$ 12,547.00**

REASON: For Expected Expenses. ROW 2 Mile Line FM 492 to Abram Rd. Project

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-25109 **3.U.**

Pct #3 Transfer

CC CONSENT

Date: 02/08/2011
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Pct. #3 R&B (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-123-005-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 2-1-2011

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/01/2011 11:10 AM	APRV
2	JC Carreon	JC Carreon	02/01/2011 01:03 PM	APRV
3	Auditor's Office		02/04/2011 04:45 PM	NEW

Form Started By: Norma Ceballos Started On: 02/01/2011 11:02 AM

Final Approval Date: 02/04/2011

INTRA-DEPARTMENTAL TRANSFER

DATE: 02/08/11

DEPARTMENT HEAD: Commissioner Joe M. Flores - Pct No. 3

DEPARTMENT NAME: Hidalgo County Precinct #3

ACCOUNT NUMBER: 1-1200-431-00-123-005-0-XXX

CONTACT PERSON: Norma Ceballos PHONE: (956)585-4509

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intra-departmental transfer's) in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
432	Pct #3 P/U Rd-Equip. & Veh R&M Srv	671	Bldg & Other Struc R&M Supplies	$ 1,620.45
432	Pct #3 P/U Rd-Equip. & Veh R&M Srv	739	Other Structures	$ 1,140.25
432	Pct #3 P/U Rd-Equip. & Veh R&M Srv	748	Other Equipment	$ 1,099.00
			TOTAL	**$ 3,859.70**

REASON: For Expected Expenses.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-25150 **3.V.**

Pct. 4 R&B (2011)

CC CONSENT

Date: 02/08/2011
Submitted By: Jr. Munoz, COMM. PCT. #4
Department: COMM. PCT. #4
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION
2011 - Pct. #4 R&B (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011
ACCT. #: 1-1200-431-00-124-007-0-XXX
FUNDS AVAILABLE Y/N?: Y
MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
funds available as of 02/04/2011

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/02/2011 04:31 PM	APRV
2	Ana Galvan	Anna Galvan	02/03/2011 02:19 PM	APRV
3	Auditor's Office		02/04/2011 04:45 PM	NEW

Form Started By: Jr. Munoz
Started On: 02/02/2011 03:38 PM

Final Approval Date: 02/04/2011

DATE: January 3, 2011 **AI#** 25150

DEPARTMENT HEAD: Commissioner Joseph Palacios

DEPARTMENT NAME: Hidalgo County Pct. #4 - R&B

ACCOUNT NUMBER: 1-1200-431-00-124-007-0-XXX

SUBJECT: Intradepartmental Transfer/s

Contact Person: Rumaldo Munoz Jr **Ph# :** 956-383-3112

Honorable Commissioners' Court of Hidalgo County:

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

FROM	OBJECT NAME	TO	OBJECT NAME	AMOUNT
731	Roads	739	Other Structures	3,000.00
			TOTAL	3,000.00

REASON: Transfer is needed to purchase two flag poles.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / **DATE** **ATTEST COUNTY CLERK**

AI-25178 **3.W.**

Line item transfer

CC CONSENT

Date:	02/08/2011
Submitted By:	Anna Galvan, BUDGET & MANAGEMENT
Submitted For:	Constable Pct. 2, Gilbert Alaniz
Department:	BUDGET & MANAGEMENT
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Constable Pct. 2 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-421-00-292-001-0-XXX

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

BUDGETARY IMPACT:

funds available as of 02/03/2011

Attachments

Link: Line Item Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/03/2011 02:33 PM	APRV
2	JC Carreon	JC Carreon	02/03/2011 03:44 PM	APRV
3	Auditor's Office		02/04/2011 04:45 PM	NEW

Form Started By: Anna Galvan Started On: 02/03/2011 01:54 PM

Final Approval Date: 02/04/2011

INTRADEPARTMENTAL TRANSFER REQUEST

DATE: February 3, 2011

DEPARTMENT HEAD: Gilbert "Chato" Alaniz

DEPARTMENT NAME: Constable Precinct #2

ACCOUNT NUMBER: 1-1100-421-00-292-001-0-XXX

SUBJECT: **Intradepartmental transfer(s)**

Honorable Commissioners' Court of Hidalgo County:

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

FROM Object Code	Description	TO Object Code	Description	Amount
532	WIRELESS DEVICES	336	COMPUTER SEVICES	$ 295.00
			TOTAL	**$ 295.00**

REASON: TO COVER FOR YEARLY EXPENSE ON MARCH 2011 - MARCH2012 TCLEDDS RENEWAL.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

Form DBM-201

AI-25190 **3.X.**

Intradept transfer- Dues & Memberships

CC CONSENT

Date:	02/08/2011
Submitted By:	Rosie Cantu, BUDGET & MANAGEMENT
Submitted For:	Constable Precinct No. 3
Department:	BUDGET & MANAGEMENT
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - Constable Pct. 3 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-421-00-293-001-0-432

FUNDS AVAILABLE Y/N?: YES MATCHING FUNDS Y/N?: NO

BUDGETARY IMPACT:
available funds as of 02/04/11.

Attachments

Link: transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/04/2011 02:11 PM	APRV
2	Ana Galvan	Anna Galvan	02/04/2011 04:16 PM	APRV
3	Auditor's Office		02/04/2011 04:45 PM	NEW

Form Started By: Rosie Cantu Started On: 02/04/2011 01:24 PM

Final Approval Date: 02/04/2011

DATE: **February 4, 2011**

DEPARTMENT HEAD: **Lazaro Gallardo, Jr.**

DEPARTMENT NAME: **Constable Precinct 3**

ACCOUNT NUMBER: **1-1100-421-00-293-001-0-XXX**

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
432	**EQUIP&VEHICLE R&M SRV**	**810**	**DUES & MEMBERSHIPS**	**$ 255.00**
			TOTAL	**$ 255.00**

REASON: **TO COVER MEMBERSHIP DUES FOR THE 2011 YEAR**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-25179 **3.Y.**

INTRA - CAP (1200)

CC CONSENT

Date:	02/08/2011
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	2011 Intradept.(line-item) Transfers

Information

CAPTION

2011 - CAP (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 1

ACCT. #: 1-1200-431-00-125-028-0-890

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/03/2011 03:14 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	02/03/2011 04:01 PM	APRV
3	Auditor's Office		02/04/2011 04:45 PM	NEW

Form Started By: Marcie Jackson

Started On: 02/03/2011 02:05 PM

Final Approval Date: 02/04/2011

DATE: February 3, 2011

2011
Transfer

DEPARTMENT HEAD: Agapito Vargas

DEPARTMENT NAME: Colonia Access Program for CAP- (1200)

ACCOUNT NUMBER: 1-1200-431-00-125-028-0-890

AI-25179 02/08/11

Contact Person: Marcie Jackson **Ph#:** (956) 787-1891 Ext. 2010

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	COLONIA ACCESS PRG-OTHER	601	COLONIA ACCESS PRG-OFFICE & COMPU SUPP	$1,000.00
			TOTAL	1,000.00

REASON:
Transfer needed to fund future expenditures for office and computer supplies.

DEPARTMENT HEAD SIGNATURE

____/____/____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-25093 **4.A.**

Interdepartmental - Indigent Defense

CC CONSENT

Date:	02/08/2011
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT
Agenda Category:	2011 Interdepartmental Transfers

Information

CAPTION

Indigent Defense (1100):
Approval of 2011 interdepartmental transfer from Co. Wide Adm to Indigent Defense in the amount of $3,500.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-41X-00-XXX-00X-0-XXX

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

BUDGETARY IMPACT:
Funds available as of 02/02/11.

Attachments

Link: Interdept. transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	02/02/2011 09:19 AM	APRV
2	Budget & Management		02/04/2011 04:45 PM	PEND
3	Erika Zamora	Erika Zamora	02/03/2011 04:03 PM	APRV
4	Auditor's Office		02/04/2011 04:45 PM	NEW

Form Started By: Sylvia Solis — Started On: 01/31/2011 09:54 AM

Final Approval Date: 02/04/2011

DATE: January 31, 2011

DEPARTMENT HEAD: Raul Silguero, Jr.

2011
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Indigent Defense

ACCOUNT NUMBER: 1-1100-41X-00-XXX-00X-0-XXX

CONTACT PERSON: Sylvia V. Solis **PHONE:** (956) 292-7025 Ext. 5423

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
1-1100-415-00-115-002-0- 899	CO WIDE ADM -	CONTINGENCY	(3,500.00)
TO			
1-1100-412-00-009-003-0- 601	INDIGENT DEFENSE -	OFFICE SUPPLIES	3,100.00
1-1100-412-00-009-003-0- 631	INDIGENT DEFENSE -	BOTTLED WATER	300.00
1-1100-412-00-009-003-0- 810	INDIGENT DEFENSE -	DUES AND MEMBERSHIPS	100.00
	TOTAL BUDGET INCREASE (DECREASE)		**0.00**

REASON:

Interdepartmental transfer to fund various operating expenditures.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

AI-25155 **5.B.**

Planning Department

CC CONSENT

Date:	02/08/2011
Submitted By:	Nora Cavazos, PLANNING DEPT.
Submitted For:	Raul Sesin
Department:	PLANNING DEPT.
Agenda Category:	Planning Department

Information

CAPTION

Reimbursement of a Cash Deposit
El Toro Acres Subdivision – Pct. 3 (Norberto Salinas)

BACKGROUND

Fiscal Impact

Attachments

Link: El Toro Acres; reimbursement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/02/2011 04:32 PM	APRV
2	Olga Garza	Olga Garza	02/03/2011 08:32 AM	APRV
3	Auditor's Office		02/04/2011 04:45 PM	NEW

Form Started By: Nora Cavazos — Started On: 02/02/2011 04:01 PM

Final Approval Date: 02/04/2011

PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

TO: JUDGE RAMON GARCIA
COUNTY COMMISSIONER'S COURT

FROM: RAUL E. SESIN, P.E., PLANNING ADMINISTRATOR

DATE: FEBRUARY 2, 2011

RE: EL TORO ACRES SUBDIVISION – PCT. 3

ON MAY 25, 2010, THE COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH FINANCIAL GUARANTEE FOR THE ABOVE REFERENCED SUBDIVISION. A CASH DEPOSIT IN THE AMOUNT OF $51,948.00 WAS USED TO SECURE THE FUNDS FOR FIFTY TWO (52) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT IN THE AMOUNT OF $1,998.00. THIS AMOUNT REFLECTS THE COMPLETION OF THE INSTALLATION OF TWO (2) ADDITIONAL SEPTIC TANK SYSTEMS. ATTACHED IS A LETTER FROM HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT FIVE (5) SEPTIC TANKS HAVE BEEN INSTALLED, INSPECTED, AND CAN BE EXPECTED TO FUNCTION SATISFACTORILY.

STAFF HAS NO OBJECTION TO A REIMBURSMENT IN THE AMOUNT OF $2,997.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

ORIGINAL AMOUNT	$ 51,948.00
1ST REIMBURSEMENT	$ 2,997.00
2ND REIMBURSEMENT	$ 1,998.00
BALANCE	$ 46,953.00

PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

HIDALGO COUNTY PLANNING DEPARTMENT

○ UTILITY CERTIFICATE REVIEW FEE	
Acct # - 1100-341-30-210-003-0-000	
Permit No.	
TOTAL	
○ SUBDIVISION FEES	
Acct # - 1100-341-30-210-001-0-000	
Filing/Review Fee	
2% Inspection Fee	
Maps	
Subd. Rules Book	
Other	
TOTAL	
○ ESCROW	
Acct # - 1100-211-00-000-018-0-000	
1/3 Paving	
Septic Tank -	51,948.00
Other	
TOTAL	51,948.00

Date May 4 20 10

Received of: El Toro Builders Inc. $51,948.00

Fifty one thousand nine hundred forty eight + 00/100 Dollars

Subdivision: El Toro Acres

Cash ____ Check # 1034 M.O. # ____

Received by: ____

THE STATE OF TEXAS
COUNTY OF HIDALGO

Precinct No. 2
RECEIPT
Nº 62360-2

White - Customer Copy • Yellow - Auditor's Copy • Pink - Office Copy

COUNTY AUDITOR'S FORM RE-PD-0001

EL TORO BUILDERS INC
EL TORO ACRES
PH. 956-584-3900
500 E 9TH STREET
MISSION, TX 78572

1034

88-2141-1149

Date April 23, 2010

Pay to the Order of Hidalgo County $ 51,948.00

Fifty one Thousand Nine Hundred Forty Eight 00/100 dollars

FIRST NATIONAL BANK MEMBER FDIC
CHECK VERIFICATION 1-866-380-5255
CUSTOMER SERVICE 1-877-380-8523

for Septic Tanks Escrow

⑈001034⑈ ⑆114921415⑆ ⑈0114002111 6⑈

PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

Hidalgo County Health and Human Services Department
1304 S. 25th Street • Edinburg, Texas 78542
Tel: (956) 383-6221 • Fax: (956) 383-8864

Iván Meléndez, M.D., M.B.A.
Health Authority / Chief Physician

Eduardo Olivarez
Chief Administrative Officer

February 1, 2011

Hidalgo County Planning Department
Mr. Raul E. Sesin
1304 S. 25 Th St.
Edinburg, TX 78539

RE: EL TORO ACRES SUBDIVISION ON EL PINTO RD & EXPWY 83

According to our records **(5)** of the septic tank systems for El Toro Acres Subdivision a 52 lots subdivision, located on El Pinto Rd & Expwy 83 have been installed. They have been inspected and can be expected to function satisfactorily.

Sincerely,

Chardo Ramos,
Asst. Chief Inspector

aa

AI-25176 **6.A.**

District Attorney's Office - Checks Processing Fee Report - January 2011

CC CONSENT

Date:	02/08/2011
Submitted By:	Roy Cazares, DISTRICT ATTORNEY
Submitted For:	Roy Cazares
Department:	DISTRICT ATTORNEY
Agenda Category:	Monthly Fee Reports

Information

CAPTION

District Attorney's Office:
Approval of January 2011 Processing Fees Report

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:
No Budgetary Impact.

Attachments

Link: DAHCRPTJan2011

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/03/2011 02:33 PM	APRV
2	Sylvia Solis	Sylvia Solis	02/03/2011 02:46 PM	APRV
3	Auditor's Office		02/04/2011 04:45 PM	NEW

Form Started By: Roy Cazares — Started On: 02/03/2011 11:09 AM

Final Approval Date: 02/04/2011

HIDALGO COUNTY TEXAS
DISTRICT ATTORNEY PROCESSING FEES REPORT
FOR THE MONTH ENDED January 31, 2011

COPY

MONIES RECEIVED

BEGINNING RECEIPT #	88011	ENDING RECEIPT #	88346

TOTAL RECEIPTS FOR THIS MONTH:	336
TOTAL RECEIPTS VOIDED THIS MONTH:	0

Restitution Collected This Month *PC Ch. 32.41 (e)*	$161,204.98
Court Costs Collected This Month *CCP Art. 102.0071*	15,275.75
Processing Fees Collected This Month *CCP Art. 102.007 (c)*	17,240.66
Merchant Fees Collected This Month *BCC Ch. 3.506 (b)*	5,870.00
Overpayments/Refunds for This Month	359.83
Interest Earned on Bank Acct. *LGC 113.021 (c)*	0.00
Total Collections for This Month	$199,951.22

DISBURSEMENTS

BEGINNING CHECK #	182709	ENDING CHECK #	182995

TOTAL CHECKS FOR THIS MONTH:	287
TOTAL CHECKS VOIDED THIS MONTH:	3

Restitution Disbursed This Month	$161,246.44
Court Costs Disbursed This Month	15,275.75
Processing Fees Disbursed- County Treasurer	17,240.66
Merchant Fees Disbursed This Month	5,870.00
Refunds of Overpayments to Defendants	318.37
Interest Paid to General Fund	0.00
Reissue Checks Disbursed This Month	152.00
Voided Checks This Month	0.00
Total Disbursements for This Month	$200,103.22

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

Hidalgo County Criminal District Attorney — Date: 2-2-11

Prepared By — Date: 2-2-11

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

County Auditor's Form RE-DA-003 Revised 07/12/07

AI-25112 **7.A.**

Pipeline Permit

CC CONSENT

Date:	02/08/2011
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Right of Way

Information

CAPTION

North Alamo Water Supply:
1. Approximately 500' north of mile 13 1/2N on the east side of mile 2W- Bore- Pedro Reyes;3/4" service conn

BACKGROUND

Fiscal Impact

Attachments

Link: NAWSC

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/02/2011 04:30 PM	APRV
2	Olga Garza	Olga Garza	02/03/2011 08:28 AM	APRV
3	Auditor's Office		02/04/2011 04:45 PM	NEW

Form Started By: Sandra Garcia — Started On: 02/01/2011 11:25 AM

Final Approval Date: 02/04/2011

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 8th day of February, 2011 does by these presents GRANT, GIVE AND RELINQUISH TO:

North Alamo Water Supply Corporation

hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 2 inch /water/ gas/ sewer/ irrigation line; said line to be constructed of PVC material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, described as follows:

- 1. Approximately 500' north of mile 13 1/2N on the east side of mile 2W-Bore- Pedro Reyes; ¾" serv conn

The granting, giving and authorizing of permission for the said aforenamed Permittee to so construct, reconstruct, lay and maintain a water line along the above described public road being conditioned that Permittee agrees that:

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.

2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.

3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.

4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.

5. Not withstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permitter has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

AI-25136 **8.A.**

TAX OFFICE REFUNDS

CC CONSENT

Date: 02/08/2011
Submitted By: Hilda Fuentes, TAX OFFICE
Submitted For: Hilda Fuentes
Department: TAX OFFICE
Agenda Category: Tax Refunds

Information

CAPTION

ACCT#	PAYER	AMT
M5685.93.000.0002.04	SIT DIST	$9549.19

BACKGROUND

Fiscal Impact

Attachments

Link: FRNT PG
Link: ACCT PG
Link: SIT DIST

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/02/2011 01:55 PM	APRV
2	Perla Lopez	Perla Lopez	02/02/2011 03:03 PM	APRV
3	Auditor's Office		02/04/2011 04:45 PM	NEW

Form Started By: Hilda Fuentes
Started On: 02/02/2011 01:10 PM

Final Approval Date: 02/04/2011

Office of Tax Assessor-Collector

COUNTY of HIDALGO

Armando Barrera Jr., RTA
Assessor and Collector

P.O. Box 178
Edinburg, Texas 78540-0178
(956) 318-2157 • Fax (956) 318-2733

February 2, 2011

The Honorable Ramon Garcia
Hidalgo County Commissioners
Edinburg, Texas 78539

Re: See attached list

Gentlemen:

As per Section 31.11 of the Property Tax Code, the governing body of each taxing unit must authorize refunds of overpayments or erroneous payments over $ 2500.00 dollars.

I respectfully request that the Commissioner's Court approve the enclosed application for a tax refund based on an adjustment approved by the Hidalgo County Appraisal District Office.

When completed, please return the attached to this office.

Thanking you for your assistance in this matter, I remain.

Very truly yours,

Armando Barrera, Jr. RTA

Abj: mm

Enclosure

Xc: Hidalgo County Auditor
Raymundo Eufracio, CPA

Office of Tax Assessor-Collector

COUNTY of HIDALGO

Armando Barrera Jr., RTA
Assessor and Collector

P.O. Box 178
Edinburg, Texas 78540-0178
(956) 318-2157 • Fax (956) 318-2733

ACCOUNT NUMBER	PAYER	AMOUNT
1.M5685.93.000.0002.04	SIT DIST	$ 9,549.19

APPLICATION FOR TAX REFUND

Collection office name HIDALGO COUNTY TAX OFFICE	Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	Phone *(area code and number)* (956) 318-2157
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name FEPO MACHINERY INC / FERNANDEZ CESAR (PAID BY:SIT DIST)	
Present mailing address *(number and street)* 1503 FRONTAGE RD	
City, town or post office, state, ZIP code ALAMO, TX 78516	Phone *(area code and number)*

Step 2: Describe the property

Legal description (or attach copy of the tax bill or tax receipt): SPECIAL INVENTORY AT 1503 WEST EXPRESSWAY

83 (SEE M5685.99.000.0002.04) NEW ACCT 2008

Address or location of property:

772424

Account number of property:

M5685.93.000.0002.04 OR 13785202 Tax receipt number:

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2008	01/31 / 2009	$ 34366.47	$ 9549.19
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 9549.19

Taxpayer's reason for refund *(attach supporting documentation)*: SUPP#25

SUBMITTED/ENTERED WRONG (VALUE DECREASED)

NB

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here ➡ Signature — Date of application for tax refund

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: CA 1-27-11

sign here ➡ Authorized official — Date 1/28/11

sign here ➡ Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)* — Date 12/7/10

12/10

AI-25073 **9.A.**

National Constables Association Membership

CC CONSENT

Date:	02/08/2011
Submitted By:	Rachel Cavazos, CONSTABLE PCT. #3
Submitted For:	Larry Gallardo
Department:	CONSTABLE PCT. #3
Agenda Category:	Membership Dues

Information

CAPTION

Constable Pct. #3:
Requesting approval to renew membership dues for the National Constables Association for Constable Lazaro Gallardo, Jr., Deputy Constable Dan Broyles, and Deputy Constable Rafael Ochoa, Jr.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-421-00-293-001-0-810

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

BUDGETARY IMPACT:

$180.00 Available balance in req#188900 as of 01/28/11.

Attachments

Link: NCA Membership forms

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/28/2011 02:06 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	01/28/2011 02:54 PM	APRV
3	Auditor's Office		02/04/2011 04:45 PM	NEW

Form Started By: Rachel Cavazos Started On: 01/28/2011 01:35 PM

Final Approval Date: 02/04/2011

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Lazaro Gallardo, Jr., do hereby state that my membership in the National Constables Association on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: _____ DATE: 01-25-11

TITLE: Constable

Before me Robert Rodrigue, a Notary Public, appeared Lazaro Gallardo, Jr., and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

ROBERT RODRIGUE III
Notary Public, State of Texas
My Commission Expires
August 30, 2014

(SEAL)

Robert Rodrigue III
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

NATIONAL CONSTABLE'S ASSOCIATION

ATTN: CHARLIE CALDWELL, JR., MARSHAL
1244 TEXAS AVENUE
SHREVEPORT, LA 71101

Phone: (318) 673-6813 Fax: (318) 673-6816

NCA RENEWAL AND NEW MEMBERSHIP APPLICATION

Membership Information

Dues $60.00

ID # (Found on membership card): _____

Name (Last, First, Middle): Gallardo, Lazaro

Street Address or P.O. Box #: 730 N. Breyfogle Rd. Ste. B

City: Mission State: TX Zip Code: 78574

Home Phone #: 956-519-3188 Business Phone #: 956-205-7031 Cell Phone #: 956-239-3368

Email or Website (if available): larry.gallardo@swbell.net

State Association (if a Member): _____ Assoc. Address: _____

Dues paid members will have membership cards mailed to the address furnished and on file in the office of the treasurer. All dues paid members not picking up the First Edition NCA Patch at the convention will be mailed first mail one NCA patch. This is the first national constable patch NCA has authorized for production and is done in 8 vibrant colors and one that you will proudly display. Additional patches can be ordered at the cost of $5.00 each.

Please share this application with a new perspective member. The great thing about NCA is being with some of America's best. The National Convention Board Meeting and Awards Banquet held every year gives Constables the opportunity to come together from around the country and recognize those that have excelled in their service. Both training and skills to build a professional Constable system can be found in the association with NCA. But most of all we all work hard to Protect and Defend this Honorable Office of the Constable.

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Dan Broyles, do hereby state that my membership in the National Constables Association on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: _____ DATE: 01-25-11

TITLE: Deputy Constable

Before me Robert Rodrigue, a Notary Public, appeared Dan Broyles, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

ROBERT RODRIGUE III
Notary Public, State of Texas
My Commission Expires
August 30, 2014

(SEAL)

Robert Rodrigue III
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

NATIONAL CONSTABLE'S ASSOCIATION

ATTN: CHARLIE CALDWELL, JR., MARSHAL
1244 TEXAS AVENUE
SHREVEPORT, LA 71101

Phone: (318) 673-6813 Fax: (318) 673-6816

NCA RENEWAL AND NEW MEMBERSHIP APPLICATION

Membership Information **Dues $60.00**

ID # (Found on membership card): _____

Name (Last, First, Middle): Broyles, Dan

Street Address or P.O. Box #: 730 N. Breyfogle Rd. Ste. B

City: Mission State: TX Zip Code: 78574

Home Phone #: _____ Business Phone #: 956-581-6800 Cell Phone #: 956-212-3858

Email or Website (if available): Dan.Broyles@co.hidalgo.tx.us

State Association (if a Member): _____ Assoc. Address: _____

Dues paid members will have membership cards mailed to the address furnished and on file in the office of the treasurer. All dues paid members not picking up the First Edition NCA Patch at the convention will be mailed first mail one NCA patch. This is the first national constable patch NCA has authorized for production and is done in 8 vibrant colors and one that you will proudly display. Additional patches can be ordered at the cost of $5.00 each.

Please share this application with a new perspective member. The great thing about NCA is being with some of America's best. The National Convention Board Meeting and Awards Banquet held every year gives Constables the opportunity to come together from around the country and recognize those that have excelled in their service. Both training and skills to build a professional Constable system can be found in the association with NCA. But most of all we all work hard to Protect and Defend this Honorable Office of the Constable.

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Rafael Ochoa, Jr., do hereby state that my membership in the National Constables Association on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: Rafael Ochoa Jr. DATE: 01-25-11

TITLE: Deputy Constable

Before me Robert Rodrigue, a Notary Public, appeared Rafael Ochoa, Jr., and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

ROBERT RODRIGUE III
Notary Public, State of Texas
My Commission Expires
August 30, 2014

(SEAL)

Robert Rodrigue III
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

COUNTY AUDITOR'S FORM: RE-CA-041
REVISED: 02/2007

NATIONAL CONSTABLE'S ASSOCIATION

ATTN: CHARLIE CALDWELL, JR., MARSHAL
1244 TEXAS AVENUE
SHREVEPORT, LA 71101

Phone: (318) 673-6813 Fax: (318) 673-6816

NCA RENEWAL AND NEW MEMBERSHIP APPLICATION

Membership Information **Dues $60.00**

ID # (Found on membership card): _____

Name (Last, First, Middle): Ochoa, Jr. Rafael

Street Address or P.O. Box #: 730 N. Breyfogle Rd. Ste B

City: Mission State: TX Zip Code: 78574

Home Phone #: _____ Business Phone #: 956-581-6800 Cell Phone #: 956-279-5569

Email or Website (if available): constablepct.3@swbell.net

State Association (if a Member): _____ Assoc. Address: _____

Dues paid members will have membership cards mailed to the address furnished and on file in the office of the treasurer. All dues paid members not picking up the First Edition NCA Patch at the convention will be mailed first mail one NCA patch. This is the first national constable patch NCA has authorized for production and is done in 8 vibrant colors and one that you will proudly display. Additional patches can be ordered at the cost of $5.00 each.

Please share this application with a new perspective member. The great thing about NCA is being with some of America's best. The National Convention Board Meeting and Awards Banquet held every year gives Constables the opportunity to come together from around the country and recognize those that have excelled in their service. Both training and skills to build a professional Constable system can be found in the association with NCA. But most of all we all work hard to Protect and Defend this Honorable Office of the Constable.

AI-25075 **9.B.**

Justices of the Peace and Constables Association Membership

CC CONSENT

Date: 02/08/2011
Submitted By: Rachel Cavazos, CONSTABLE PCT. #3
Submitted For: Larry Gallardo
Department: CONSTABLE PCT. #3
Agenda Category: Membership Dues

Information

CAPTION

Constable Pct. #3:
Requesting approval to renew membership dues for the Justices of the Peace and Constables Association for the following employees:

Position Title	Employee	Fee
Constable	Lazaro Gallardo, Jr.,	$60.00
Chief Deputy Constable	Horaldo Sanchez	$35.00
Deputy Constable	Dan Broyles	$35.00
Deputy Constable	Joel Contreras	$35.00
Deputy Constable	Eldon Dunn	$35.00
Deputy Constable	Reynaldo Reyna	$35.00
Deputy Constable	Victor Javier Rodriguez	$35.00
Deputy Constable	Miguel Zamora	$35.00
Deputy Constable	Hugo Rangel	$35.00
Deputy Constable	Georgina Bermudez	$35.00
Deputy Constable	Rodolfo Trevino	$35.00
Deputy Constable	Rafael Ochoa	$35.00
Deputy Constable	Ruben Salinas	$35.00
Deputy Constable	Luis Trevino	$35.00
Deputy Constable	Alvin Patina	$35.00
Deputy Constable	Richard Flores	$35.00
Deputy Constable	Leroy Ortiz	$35.00
Deputy Constable	Santos Alaniz	$35.00
Administrative Assistant III	Raquel Ramos	$35.00
Administrative Assistant I	Albert Garza	$35.00
	Total	**$725.00**

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-421-00-293-001-0-810
FUNDS AVAILABLE Y/N?: yes MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:

$470.00 available funding in account as of 02/04/2011. An additional $255.00 to be made available on 02/08/11 pending intradept transfer (REF:AI-25190 CC 02/08/11)

Attachments

Link: JPCA membership forms

Link: membership cards

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/28/2011 02:08 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	02/04/2011 02:18 PM	APRV
3	Auditor's Office		02/04/2011 04:45 PM	NEW

Form Started By: Rachel Cavazos

Started On: 01/28/2011 01:54 PM

Final Approval Date: 02/04/2011

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Lazaro Gallardo, Jr., do hereby state that my membership in the Justices of the Peace + Constable's Association on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: Lazaro Gallardo Jr. DATE: 1/25/11

TITLE: Constable

Before me Robert Rodrigue, a Notary Public, appeared Lazaro Gallardo, Jr., and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

ROBERT RODRIGUE III
Notary Public, State of Texas
My Commission Expires
August 30, 2014

(SEAL)

Robert Rodrigue III
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

COUNTY AUDITOR'S FORM: RE-CA-041
REVISED: 02/2007

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Reynaldo Reyna, do hereby state that my membership in the Justices of the Peace & Constables Association on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: Reynaldo Reyna DATE: 01-25-11

TITLE: Deputy Constable

Before me Robert Rodrigue a Notary Public, appeared Reynaldo Reyna, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

ROBERT RODRIGUE III
Notary Public, State of Texas
My Commission Expires
August 30, 2014

(SEAL)

Robert Rodrigue III
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Rodolfo Trevino, do hereby state that my membership in the Justices of the Peace + Constables Association on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: R Trevino Jr DATE: 01-25-11

TITLE: Deputy Constable

Before me Robert Rodrigue, a Notary Public, appeared Rodolfo Trevino, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

ROBERT RODRIGUE III
Notary Public, State of Texas
My Commission Expires
August 30, 2014

(SEAL)

Robert Rodrigue III
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

COUNTY AUDITOR'S FORM: RE-CA-041
REVISED: 02/2007

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Rafael Ochoa Jr., do hereby state that my membership in the Justices of the Peace + Constables Association on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: Rafael Ochoa DATE: 01-25-11

TITLE: Deputy Constable

Before me Robert Rodrigue, a Notary Public, appeared Rafael Ochoa, Jr., and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

ROBERT RODRIGUE III
Notary Public, State of Texas
My Commission Expires
August 30, 2014

(SEAL)

Robert Rodrigue III
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Miguel Zamora, do hereby state that my membership in the Justices of the Peace + Constables Association on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: Miguel A. Zamora DATE: 01-25-11

TITLE: Deputy Constable

Before me Robert Rodrigue a Notary Public, appeared Miguel Zamora, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

ROBERT RODRIGUE III
Notary Public, State of Texas
My Commission Expires
August 30, 2014

(SEAL)

Robert Rodrigue III

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

COUNTY AUDITOR'S FORM: RE-CA-041
REVISED: 02/2007

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Eldon Dunn, do hereby state that my membership in the Justices of the Peace + Constables Association on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: Eldon Dunn DATE: 01-25-11

TITLE: Deputy Constable

Before me Robert Rodrigue, a Notary Public, appeared Eldon Dunn, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

ROBERT RODRIGUE III
Notary Public, State of Texas
My Commission Expires
August 30, 2014

(SEAL)

Robert Rodrigue III
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Joel Contreras, do hereby state that my membership in the Justices of the Peace + Constables Association on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: _____ DATE: 01-25-11

TITLE: Deputy Constable

Before me Robert Rodrigue a Notary Public, appeared Joel Contreras, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

ROBERT RODRIGUE III
Notary Public, State of Texas
My Commission Expires
August 30, 2014

(SEAL)

Robert Rodrigue III
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

COUNTY AUDITOR'S FORM: RE-CA-041
REVISED: 02/2007

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Dan Broyles, do hereby state that my membership in the Justices of the Peace + Constables Association on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: _____ DATE: 01-25-11

TITLE: Deputy Constable

Before me Robert Rodrigue, a Notary Public, appeared Dan Broyles, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

ROBERT RODRIGUE III
Notary Public, State of Texas
My Commission Expires
August 30, 2014

(SEAL)

Robert Rodrigue III
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

COUNTY AUDITOR'S FORM: RE-CA-041
REVISED: 02/2007

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Horaldo Sanchez, do hereby state that my membership in the Justices of the Peace + Constables Association on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: Horaldo Sanchez DATE: 01-25-11

TITLE: Chief Deputy Constable

Before me Robert Rodrigue, a Notary Public, appeared Horaldo Sanchez, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

ROBERT RODRIGUE III
Notary Public, State of Texas
My Commission Expires
August 30, 2014

(SEAL)

Robert Rodrigue III
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

COUNTY AUDITOR'S FORM: RE-CA-041
REVISED: 02/2007

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Hugo Rangel, do hereby state that my membership in the Justices of the Peace + Constables Association on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: #310 DATE: 01-25-11

TITLE: Deputy Constable

Before me Robert Rodrigue, a Notary Public, appeared Hugo Rangel, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

ROBERT RODRIGUE III
Notary Public, State of Texas
My Commission Expires
August 30, 2014

(SEAL)

Robert Rodrigue III
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

COUNTY AUDITOR'S FORM: RE-CA-041
REVISED: 02/2007

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Raquel V. Ramos, do hereby state that my membership in the Justices of the Peace + Constables Association on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: Raquel V. Ramos DATE: 01-25-11

TITLE: Clerk

Before me Robert Rodrigue, a Notary Public, appeared Raquel V. Ramos, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

ROBERT RODRIGUE III
Notary Public, State of Texas
My Commission Expires
August 30, 2014

(SEAL)

Robert Rodrigue III
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Javier Rodriguez, do hereby state that my membership in the Justices of the Peace & Constables Association on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: JAVIER RODRIGUEZ DATE: 01-25-11

TITLE: Deputy Constable

Before me Robert Rodrigue, a Notary Public, appeared Javier Rodriguez, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

ROBERT RODRIGUE III
Notary Public, State of Texas
My Commission Expires
August 30, 2014

(SEAL)

Robert Rodrigue III

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

COUNTY AUDITOR'S FORM: RE-CA-041
REVISED: 02/2007

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Leroy Ortiz, do hereby state that my membership in the Justices of the Peace & Constables Association on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: Leroy Ortiz DATE: 01-25-11

TITLE: Deputy Constable

Before me Robert Rodrigus a Notary Public, appeared Leroy Ortiz, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

ROBERT RODRIGUE III
Notary Public, State of Texas
My Commission Expires
August 30, 2014

(SEAL)

Robert Rodrigue III
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

COUNTY AUDITOR'S FORM: RE-CA-041
REVISED: 02/2007

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Georgina Bermudez, do hereby state that my membership in the Justices of the Peace + Constables Association on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: _____ DATE: 01-25-11

TITLE: Deputy Constable

Before me Robert Rodriguez a Notary Public, appeared Georgina Bermudez, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

ROBERT RODRIGUE III
Notary Public, State of Texas
My Commission Expires
August 30, 2014

(SEAL)

Robert Rodrigue III

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

COUNTY AUDITOR'S FORM: RE-CA-041
REVISED: 02/2007

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Albert Garza, do hereby state that my membership in the Justices of the Peace + Constables Association on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: _____ DATE: 01-25-11

TITLE: Clerk

Before me Robert Rodrigue, a Notary Public, appeared Albert Garza, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

ROBERT RODRIGUE III
Notary Public, State of Texas
My Commission Expires
August 30, 2014

(SEAL)

Robert Rodrigue III
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

COUNTY AUDITOR'S FORM: RE-CA-041
REVISED: 02/2007

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Luis Trevino, do hereby state that my membership in the Justices of the Peace + Constables Association on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: _____ DATE: 01-25

TITLE: Deputy Constable

Before me Robert Rodrigue, a Notary Public, appeared Luis Trevino, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

ROBERT RODRIGUE III
Notary Public, State of Texas
My Commission Expires
August 30, 2014

(SEAL)

Robert Rodrigue III
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

COUNTY AUDITOR'S FORM: RE-CA-041
REVISED: 02/2007

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Ruben Salinas, do hereby state that my membership in the Justices of the Peace + Constables Association on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: R S Jr. DATE: 01-25-11

TITLE: Deputy Constable

Before me Robert Rodrigue a Notary Public, appeared Ruben Salinas, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

ROBERT RODRIGUE III
Notary Public, State of Texas
My Commission Expires
August 30, 2014

(S E A L)

Robert Rodrigue III
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

COUNTY AUDITOR'S FORM: RE-CA-041
REVISED: 02/2007

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Richard Flores, do hereby state that my membership in the Justices of the Peace + Constables Association on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: _____ DATE: 01-25-11

TITLE: Deputy Constable

Before me Robert Rodrigue a Notary Public, appeared Richard Flores, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

ROBERT RODRIGUE III
Notary Public, State of Texas
My Commission Expires
August 30, 2014

(SEAL)

Robert Rodrigue III
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Santos Alaniz, do hereby state that my membership in the Justices of the Peace + Constables Association on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: Santos Alaniz DATE: 01-25-11

TITLE: Deputy Constable

Before me Robert Rodrigue a Notary Public, appeared Santos Alaniz, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

ROBERT RODRIGUE III
Notary Public, State of Texas
My Commission Expires
August 30, 2014

(SEAL)

Robert Rodrigue III
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

COUNTY AUDITOR'S FORM: RE-CA-041
REVISED: 02/2007

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Alvin Patina, do hereby state that my membership in the Justices of the Peace & Constables Association on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: _____ DATE: 01-25-11

TITLE: Deputy Constable

Before me Robert Rodrigue, a Notary Public, appeared Alvin Patina, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

ROBERT RODRIGUE III
Notary Public, State of Texas
My Commission Expires
August 30, 2014

(S E A L)

Robert Rodrigue III
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

JPCA of Texas Inc.
Judge Phil Montgomery Secretary/Treasurer
Membership Application
209 S. Teel Drive
Devine, Texas 78016
Tel: 830-665-8020 - Fax: 830-665-8021
Jp4_163@yahoo.com

Last Name: Gallardo First Lazaro MI: ____ Title: Constable

County: Hidalgo Precinct: 3 Place: ____

Office Address: 730 N. Breyfogle Rd. Ste. B

City: Mission State: TX Zip: 78574

Office Phone #: 956-581-6800 Office Fax #: 956-519-4245

Email Address: larrygallardo@swbell.net Association District Number: ____

Judge	$60.00	J. P. Clerk	$35.00
Constable	$60.00	Individual	$40.00
Deputy	$35.00	Life Member	$400.00
Constable Clerk	$35.00	Corporate Vendorship – (See Corporate Package For Complete Details)	Gold - $2,000.00 Platinum - $1,500.00 Bronze - $1,000.00

Check if new member ___

Complete and Mail to: **Judge Phil Montgomery**
JPCA Secretary - Treasurer
209 S. Teel Drive Devine, Texas 78016

Justices of the Peace and
Constables Association of Texas
P.O. Box 623
Devine, Tx 78016
Internet Website: www.jpca.com

Judge Phillip Montgomery, Secretary/Treasurer

Membership Renewal Notice

The Justices of the Peace & Constables Association of Texas, Inc. hereby requests your membership in our professional organization. If you are currently a member, it is now time to renew your membership. If you are not currently a member, we extend this invitation to you to join our ranks.

Please make any necessary address changes on this card and return it along with your remittance at your earliest convenience to the above address.

TO:
DEPUTY HORALDO SANCHEZ
730 BREYFOGLE ST SUITE B
MISSION, TX 78752

Dues: **$35.00**

Please return this card with payment. If you have already renewed your membership, please notify this office

JPCA of Texas Inc.
Judge Phil Montgomery Secretary/Treasurer
Membership Application
209 S. Teel Drive
Devine, Texas 78016
Tel: 830-665-8020 - Fax: 830-665-8021
Jp4_163@yahoo.com

Last Name: Broyles First Dan MI: M Title: Deputy

County: Hidalgo Precinct: 3 Place: _____

Office Address: 730 N. Breyfogle Rd. Ste. B

City: Mission State: TX Zip: 78574

Office Phone #: 956-581-6800 Office Fax #: 956-519-4245

Email Address: _____ Association District Number: _____

Judge	$60.00	J. P. Clerk	$35.00
Constable	$60.00	Individual	$40.00
Deputy	$35.00	Life Member	$400.00
Constable Clerk	$35.00	Corporate Vendorship – (See Corporate Package For Complete Details)	Gold - $2,000.00 Platinum - $1,500.00 Bronze - $1,000.00

Check if new member ___

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Please make any necessary address changes on this card and return it along with your remittance at your earliest convenience to the above address.

To:
DEPUTY JOEL CONTRERAS
730 BREYFOGLE SUITE B
MISSION, TX 78572

Dues: **$35.00**

Please return this card with payment. If you have already renewed your membership, please notify this office

---

Justices of the Peace and
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Please make any necessary address changes on this card and return it along with your remittance at your earliest convenience to the above address.

To:
DEPUTY ELDON L. DUNN
216 WEST 11TH STREET
MISSION, TX 78572

Dues: **$35.00**

Please return this card with payment. If you have already renewed your membership, please notify this office

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Please make any necessary address changes on this card and return it along with your remittance at your earliest convenience to the above address.

To:
DEPUTY REYNALDO REYNA
730 BREYFOGLE SUITE B
MISSION, TX 78572

Dues: **$35.00**

Please return this card with payment. If you have already renewed your membership, please notify this office

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Please make any necessary address changes on this card and return it along with your remittance at your earliest convenience to the above address.

To:
DEPUTY VICTOR RODRIQUEZ
730 BREYFOGLE, SUITE B
MISSION, TX 78572

Dues: **$35.00**

Please return this card with payment. If you have already renewed your membership, please notify this office

JPCA of Texas Inc.
Judge Phil Montgomery Secretary/Treasurer
Membership Application
209 S. Teel Drive
Devine, Texas 78016
Tel: 830-665-8020 - Fax: 830-665-8021
Jp4_163@yahoo.com

Last Name: Zamora First Miguel MI: ____ Title: Deputy

County: Hidalgo Precinct: 3 Place: ____

Office Address: 730 N. Breyfogle Rd. Ste B

City: Mission State: TX Zip: 78574

Office Phone #: 956-581-6800 Office Fax #: 956-519-4245

Email Address: ____ Association District Number: ____

Judge	$60.00	J. P. Clerk	$35.00
Constable	$60.00	Individual	$40.00
Deputy	$35.00	Life Member	$400.00
Constable Clerk	$35.00	Corporate Vendorship – (See Corporate Package For Complete Details)	Gold - $2,000.00 Platinum - $1,500.00 Bronze - $1,000.00

Check if new member ___

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209 S. Teel Drive Devine, Texas 78016

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209 S. Teel Drive
Devine, Texas 78016
Tel: 830-665-8020 - Fax: 830-665-8021
Jp4_163@yahoo.com

Last Name: Rangel First Hugo MI: ____ Title: Deputy

County: Hidalgo Precinct: 3 Place: ____

Office Address: 730 N. Breyfogle Rd. Ste. B

City: Mission State: TX Zip: 78574

Office Phone #: 956-581-6800 Office Fax #: 956-519-4245

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Constable	$60.00	Individual	$40.00
Deputy	$35.00	Life Member	$400.00
Constable Clerk	$35.00	Corporate Vendorship – (See Corporate Package For Complete Details)	Gold - $2,000.00 Platinum - $1,500.00 Bronze - $1,000.00

Check if new member ___

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Membership Application
209 S. Teel Drive
Devine, Texas 78016
Tel: 830-665-8020 - Fax: 830-665-8021
Jp4_163@yahoo.com

Last Name: Bermudez First Georgina MI: ___ Title: Deputy

County: Hidalgo Precinct: 3 Place: ___

Office Address: 730 N. Breyfogle Rd. Ste. B

City: Mission State: TX Zip: 78574

Office Phone #: 956-581-6800 Office Fax #: 956-519-4245

Email Address: ___ Association District Number: ___

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Constable	$60.00	Individual	$40.00
Deputy	$35.00	Life Member	$400.00
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Check if new member ✓

Complete and Mail to: **Judge Phil Montgomery**
JPCA Secretary - Treasurer
209 S. Teel Drive Devine, Texas 78016

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Judge Phil Montgomery Secretary/Treasurer
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209 S. Teel Drive
Devine, Texas 78016
Tel: 830-665-8020 - Fax: 830-665-8021
Jp4_163@yahoo.com

Last Name: Trevino First Rodolfo MI: Title: Deputy

County: Hidalgo Precinct: 3 Place:

Office Address: 730 N. Breyfogle Rd. Ste. B

City: Mission State: TX Zip: 78574

Office Phone #: 956-581-6800 Office Fax #: 956-519-4245

Email Address: Association District Number:

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JPCA Secretary - Treasurer
209 S. Teel Drive Devine, Texas 78016

Justices of the Peace and
Constables Association of Texas
P.O. Box 623
Devine, Tx 78016
Internet Website: www.jpca.com

Judge Phillip Montgomery, Secretary/Treasurer

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To:
DEPUTY RALPH OCHOA
730 BREYFOGLE SUITE B
MISSION, TX 78572

Dues: **$35.00**

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To:
DEPUTY RICHARD FLORES
730 BREYFOGLE, SUITE B
MISSION, TX 78572

Dues: **$35.00**

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Membership Application
209 S. Teel Drive
Devine, Texas 78016
Tel: 830-665-8020 - Fax: 830-665-8021
Jp4_163@yahoo.com

Last Name: Salinas First Ruben MI: ____ Title: Deputy

County: Hidalgo Precinct: 3 Place: ____

Office Address: 730 N. Breyfogle Rd. Ste. B

City: Mission State: TX Zip: 78574

Office Phone #: 956-581-6900 Office Fax #: 956-519-4245

Email Address: ____ Association District Number: ____

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Tel: 830-665-8020 - Fax: 830-665-8021
Jp4_163@yahoo.com

Last Name: Trevino First Luis MI: Title: Deputy

County: Hidalgo Precinct: 3 Place:

Office Address: 730 N. Breyfogle Rd. Ste. B.

City: Mission State: TX Zip: 78574

Office Phone #: 956-581-6800 Office Fax #: 956-519-4245

Email Address: Association District Number:

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Deputy	$35.00	Life Member	$400.00
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Membership Application
209 S. Teel Drive
Devine, Texas 78016
Tel: 830-665-8020 - Fax: 830-665-8021
Jp4_163@yahoo.com

Last Name: Patina First Alvin MI: ___ Title: Deputy

County: Hidalgo Precinct: 3 Place: ___

Office Address: 730 N. Breyfogle Rd. Ste. B

City: Mission State: TX Zip: 78574

Office Phone #: 956-581-6800 Office Fax #: 956-519-4245

Email Address: ___ Association District Number: ___

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Constable	$60.00	Individual	$40.00
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Check if new member ___

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Membership Application
209 S. Teel Drive
Devine, Texas 78016
Tel: 830-665-8020 - Fax: 830-665-8021
Jp4_163@yahoo.com

Last Name: Ortiz First Leroy MI: ___ Title: Deputy

County: Hidalgo Precinct: 3 Place: ___

Office Address: 730 N. Breyfogle Rd. Ste. B

City: Mission State: TX Zip: 78574

Office Phone #: 956-581-6800 Office Fax #: 956-519-4245

Email Address: ___ Association District Number: ___

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Constable	$60.00	Individual	$40.00
Deputy	$35.00	Life Member	$400.00
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Check if new member ___

Complete and Mail to: **Judge Phil Montgomery**
JPCA Secretary - Treasurer
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Membership Application
209 S. Teel Drive
Devine, Texas 78016
Tel: 830-665-8020 - Fax: 830-665-8021
Jp4_163@yahoo.com

Last Name: Alaniz First Santos MI: ___ Title: Deputy

County: Hidalgo Precinct: 3 Place: ___

Office Address: 730 N. Breyfogle Rd. Ste. B

City: Mission State: TX Zip: 78574

Office Phone #: 956-581-6800 Office Fax #: 956-519-4345

Email Address: ___ Association District Number: ___

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Constable Clerk	$35.00	Corporate Vendorship – (See Corporate Package For Complete Details)	Gold - $2,000.00 Platinum - $1,500.00 Bronze - $1,000.00

Check if new member ___

Complete and Mail to: **Judge Phil Montgomery**
JPCA Secretary - Treasurer
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Please make any necessary address changes on this card and return it along with your remittance at your earliest convenience to the above address.

To:
CO CLERK ALBERT GARZA
730 N BREYFOGLE RD, SUITE B
MISSION, TX 78572

Dues: **$35.00**

Please return this card with payment. If you have already renewed your membership, please notify this office

Justices of the Peace and
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Judge Phillip Montgomery, Secretary/Treasurer

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Please make any necessary address changes on this card and return it along with your remittance at your earliest convenience to the above address.

To:
CO CLERK RAQUEL V. ~~CAVAZOS~~ Ramos
730 BREYFOGLE SUITE B
MISSION, TX 78572

Dues: **$35.00**

Please return this card with payment. If you have already renewed your membership, please notify this office

AI-25122 **10.A.**

Applicants - Disaster Recovery Program

CC CONSENT

Date:	02/08/2011
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Angie Ramos
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Request for approval of three (3) applicants in the Countywide area under the CDBG Disaster Recovery Program.

BACKGROUND

The following families are being recommended for approval to receive assistance under the CDBG Disaster Recovery Program:

Applicant	Case Number	City	Funding Year	Location of Property
Claudia Rodriguez Deferred Loan Reconstruct	CW 85-09-07	Mission Pct #3	CDBG DRP 2009	Lot Fourteen (14) and the M/S Subdivision. Hidalgo County, Texas a tract out of the South ½ of the M/S Subdivision being The South ½ of the North ½ of lot Twenty nine (29) Goodwin Tract Subdivision No 3 Hidalgo County, Texas
Mary Lou Pacheco Deferred Loan Reconstruct	CW 85-09-08	Edinburg Pct. #4	CDBG DRP 2009	Mt. Davis Estates Ph 1 Lot 12 Amended
Jose Corpus Deferred Loan Reconstruct	CW 85-09-09	Weslaco Pct. #1	CDBG DRP 2009	El Nogal Mobile Home Lot 32

The amount of assistance to the family will be determined after receipt of bids through the procurement process. Thereafter, selection of bidders will be presented to County Commissioners' Court. Funding is available through the CDBG 2009 Disaster Recovery Program fund. The Urban County Program staff recommends approval of applicants.

Fiscal Impact

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

BUDGETARY IMPACT:

Urban County will utilize CDBG 2009 Disaster Recovery Program funds.

Attachments

Link: applicant synopsis

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/02/2011 08:04 AM	APRV
2	Perla Lopez	Perla Lopez	02/02/2011 09:23 AM	APRV
3	Auditor's Office		02/04/2011 04:45 PM	NEW

Form Started By: Estella Webber

Started On: 02/01/2011 03:42 PM

Final Approval Date: 02/04/2011

Disaster Recovery Program

ENTITY: Countywide

PROJECT: Approval for Assistance under the CDBG Disaster Recovery Program.

FUNDING YEAR: Disaster Recovery Program 2009

SYNOPSIS:

The family is being recommended for applicant approval under the CDBG Disaster Recovery program. The applicant has met all of the program requirements for assistance under the CDBG Disaster Recovery Program. The following is a profile of the project

Claudia Rodriguez

Family of three (3)	
Applicant's age is 38, 19 and 9	
Flood Zone:	No – Zone A
Insurance:	N/A
Structures:	1
Taxes:	current
Assets & Deposits:	------
Pay Back:	No
Number of Bedrooms:	3
Square Feet:	1134
Total annual household income:	$33,358.52
HUD Income Limits (family of 3):	$33,500.

Existing Dwelling: 3 bedrooms frame home, built in 1992.

RECOMMENDATION:

The Urban County Program Staff recommends approval for assistance under the Disaster Recovery Program by the County Commissioner's Court.

Disaster Recovery Program

ENTITY: Countywide

PROJECT: Approval for Assistance under the CDBG Disaster Recovery Program.

FUNDING YEAR: Disaster Recovery Program 2009

SYNOPSIS:

The family is being recommended for applicant approval under the CDBG Disaster Recovery program. The applicant has met all of the program requirements for assistance under the CDBG Disaster Recovery Program. The following is a profile of the project

Jose Corpus

Family of one (1)	
Applicant's age is 80	
Flood Zone:	No – Zone B
Insurance:	N/A
Structures:	1
Taxes:	current
Assets & Deposits:	------
Pay Back:	No
Number of Bedrooms:	3
Square Feet:	1134
Total annual household income:	$10,512.00
HUD Income Limits (family of --):	$26,050.00

Existing Dwelling: 3 bedrooms frame home, built in 1989.

RECOMMENDATION:

The Urban County Program Staff recommends approval for assistance under the Disaster Recovery Program by the County Commissioner's Court.

Disaster Recovery Program

ENTITY: Countywide

PROJECT: Approval for Assistance under the CDBG Disaster Recovery Program.

FUNDING YEAR: Disaster Recovery Program 2009

SYNOPSIS:

The family is being recommended for applicant approval under the CDBG Disaster Recovery program. The applicant has met all of the program requirements for assistance under the CDBG Disaster Recovery Program. The following is a profile of the project

Mary Lou Pacheco

Family of four (4)	
Applicant's age is 27, 9, 6 and 3	
Flood Zone:	No – Zone X
Insurance:	N/A
Structures:	1
Taxes:	current
Assets & Deposits:	------
Pay Back:	No
Number of Bedrooms:	3
Square Feet:	1134
Total annual household income:	$13,176.00
HUD Income Limits (family of 4):	$37,200.00

Existing Dwelling: 3 bedrooms frame home, built in 1968.

RECOMMENDATION:

The Urban County Program Staff recommends approval for assistance under the Disaster Recovery Program by the County Commissioner's Court.

AI-25141 **10.B.**

Home Rehabilitation Applicants

CC CONSENT

Date:	02/08/2011
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Irene Montoya
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Request for approval of two (2) applicants in the City of Mercedes and one (1) in the City of La Villa under the HOME Homeowner Occupied Housing Rehabilitation Program.

BACKGROUND

The following families are being recommended for approval to receive assistance under the HOME Homeowner Occupied Housing Rehabilitation Program:

APPLICANT	CASE NUMBER	CITY	FUNDING YEAR	LOCATION OF PROPERTY
Guadalupe A. Arguello Deferred Loan - Disabled Reconstruct	ME 50-09-03	Mercedes Precinct #1	HOME 2009	Lot 11 in Block 168, of the J.F. Moore Addition to the City of Mercedes, Hidalgo County, Texas.
Felipa O. Guzman Deferred Loan - Disabled Reconstruct	ME 50-09-04	Mercedes Precinct #1	HOME 2009	Lot 13, Block 8, Colonia Garza Subdivision out of the Silver Subdivision of the Cavazos Tract in Hidalgo County, Texas, an addition to the City of Mercedes in Hidalgo County, Texas.
Maria G. Bernal Deferred Loan - Elderly Reconstruct	LV 45-09-04	La Villa Precinct#1	HOME 2009	Lot 25 Sal-Gon Subdivision Unit No. 1, a Re-Subdivision of the East 13.7 acres of Farm Tract 2228, North Capisallo District Subdivision, Hidalgo County, Texas.

The amount of assistance to the family will be determined after receipt of bids through the procurement process. Thereafter, selection of bidders will be presented to County Commissioners' Court. Funding is available through the HOME 2009 Budget. The Urban County Program staff recommends approval of applicants.

Fiscal Impact

FISCAL YEAR: ACCT. #: Urban County Funds

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

BUDGETARY IMPACT:

Urban County will utilize HOME 2009 funds.

Attachments

Link: applicants

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/02/2011 04:30 PM	APRV
2	Perla Lopez	Perla Lopez	02/03/2011 07:59 AM	APRV
3	Auditor's Office		02/04/2011 04:45 PM	NEW

Form Started By: Estella Webber Started On: 02/02/2011 01:44 PM

Final Approval Date: 02/04/2011

Housing Rehab Program

ENTITY: City of Mercedes

PROJECT: Approval for Assistance under the HOME Homeowner Occupied Housing Rehabilitation Program.

FUNDING YEAR: HOME 2009

SYNOPSIS:

The family is being recommended for applicant approval under the HOME Homeowner Occupied Housing Rehabilitation Program. The applicant has been on the Countywide Waitlist since January 2010, and has met all of the program requirements for assistance under the HOME Homeowner Housing Rehabilitation Grant Program. The following is a profile of the project

Guadalupe A. Arguello

Family of one (1)	
Applicant's age is 56	
Title Search:	No Abstract & Liens
Flood Zone:	No – Zone B
Insurance:	N/A
Structures:	1
Taxes:	current
Assets & Deposits:	$154.70
Debt to Income Ratio:	N/A
Pay Back:	No - Deferred Loan - Disabled
Number of Bedrooms:	2
Square Feet:	864
Total annual household income:	$ 16,230.00
HUD Income Limits (family of 1):	$ 26,050.00

Existing Dwelling: 1 bedrooms frame home, built in 1970

RECOMMENDATION:

The HOME Staff recommends approval for assistance under the Housing Rehabilitation Program by the County Commissioner's Court.

Housing Rehab Program

ENTITY: City of Mercedes

PROJECT: Approval for Assistance under the HOME Homeowner Occupied Housing Rehabilitation Program.

FUNDING YEAR: HOME 2009

SYNOPSIS:

The family is being recommended for applicant approval under the HOME Homeowner Occupied Housing Rehabilitation Program. The applicant has been on the Countywide Waitlist since December 2009, and has met all of the program requirements for assistance under the HOME Homeowner Housing Rehabilitation Grant Program. The following is a profile of the project

Felipa O. Guzman

Family of two (2)
Applicant's age is 57, daughter's age is 16

Title Search:	No Abstract & Liens
Flood Zone:	No – Zone B
Insurance:	N/A
Structures:	1
Taxes:	current
Assets & Deposits:	$665.52
Debt to Income Ratio:	N/A
Pay Back:	No - Deferred Loan - Disabled
Number of Bedrooms:	2
Square Feet:	864
Total annual household income:	$ 24,744.00
HUD Income Limits (family of 2):	$ 29,800.00

Existing Dwelling: 2 bedrooms frame home, built in 1960.

RECOMMENDATION:

The HOME Staff recommends approval for assistance under the Housing Rehabilitation Program by the County Commissioner's Court.

Housing Rehab Program

ENTITY: City of La Villa

PROJECT: Approval for Assistance under the HOME Homeowner Occupied Housing Rehabilitation Program.

FUNDING YEAR: HOME 2009

SYNOPSIS:

The family is being recommended for applicant approval under the HOME Homeowner Occupied Housing Rehabilitation Program. The applicant has been on the Countywide Waitlist since September 2009, and has met all of the program requirements for assistance under the HOME Homeowner Housing Rehabilitation Grant Program. The following is a profile of the project

Maria G. Bernal

Family of two (2)
Applicant's age is 73 and son's age is 33

Title Search:	No Abstract & Liens
Flood Zone:	No – Zone X
Insurance:	N/A
Structures:	1
Taxes:	current
Assets & Deposits:	$45.16
Debt to Income Ratio:	N/A
Pay Back:	No - Deferred Loan - Elderly
Number of Bedrooms:	2
Square Feet:	864
Total annual household income:	$ 28,741.38
HUD Income Limits (family of 2):	$ 29,800.00

Existing Dwelling: 3 bedrooms frame home, built in 1980.

RECOMMENDATION:

The HOME Staff recommends approval for assistance under the Housing Rehabilitation Program by the County Commissioner's Court.

AI-25092 **11.A.**

MONTHLY COLLECTION REPORTS
CC CONSENT

Date: 02/08/2011
Submitted By: Maria Medina, AUDITOR'S OFFICE
Submitted For: Ray Eufracio
Department: AUDITOR'S OFFICE
Agenda Category: Auditor's Office

Information

CAPTION

Monthly Collection Reports for February, March, April, August, September, October, November and December 2010.

OFFICE	FEES & COST	MONTH
Delta Lake	$ 408.00	December 2010
Constable Celestino Avila	$ 2,092.40	December 2010
Constable Gilberto Alaniz	$ 710.00	December 2010
Constable Lazaro Gallardo	$ 3,226.80	December 2010
Constable Eddie Guerra	$ 1,190.00	December 2010
Fire Marshal	$ 7,300.19	December 2010
Law Library	$ 1,013.50	December 2010
Sheriff's Fee	$ 159,406.16	September 2010
Sheriff's Fee	$ 88,293.64	October 2010
Sheriff's Fee	$ 80,015.11	November 2010
Sheriff's Fee	$ 118,191.58	December 2010
Tax Assessor/Collector	$ 50,085,330.58	December 2010
J.P. Gilberto Saenz	$ 41,125.35	November 2010
J.P. Gilberto Saenz	$ 38,528.95	December 2010
J.P. Jesus E. Morales	$ 26,631.70	November 2010
J.P. Jesus E. Morales	$ 20,921.65	December 2010
J.P. Bobby Contreras	$ 70,729.54	November 2010
J.P. Bobby Contreras	$ 24,076.91	December 2010
J.P. Luis Garza	$ 31,887.45	December 2010
J.P. Ismael Ochoa	$ 103,878.93	February 2010
J.P. Ismael Ochoa	$ 100,924.16	March 2010
J.P. Ismael Ochoa	$ 74,546.60	April 2010
J.P. Ismael Ochoa	$ 72,938.24	August 2010
J.P. Ismael Ochoa	$ 57,976.92	November 2010
J.P. Ismael Ochoa	$ 37,024.65	December 2010
J.P. Charlie Espinoza	$ 123,399.65	October 2010
J.P. Charlie Espinoza	$ 87,816.20	December 2010
J.P. Mary Alice Palacios	$ 38,371.65	August 2010
J.P. Espiridion Jackson	$ 6,955.06	December 2010
J.P. Rosa Trevino	$ 55,148.85	December 2010
County Clerk	$ 494,321.30	December 2010

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No funding required. No fiscal impact.

Attachments

Link: collection report

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/01/2011 09:38 AM	APRV
2	Erika Zamora	Erika Zamora	02/03/2011 02:51 PM	APRV
3	Auditor's Office		02/04/2011 04:45 PM	NEW

Form Started By: Maria Medina Started On: 01/31/2011 09:41 AM

Final Approval Date: 02/04/2011

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

January 28, 2011

The Honorable Ramon Garcia
Hidalgo County Judge
County Administration Building, 2nd Floor
100 East Cano
Edinburg, Texas 78539

Dear Judge Garcia:

Please include the attached Monthly Collection Reports on the next Commissioners' Court Agenda:

OFFICE	FEES & COST	MONTH
Delta Lake	$ 408.00	December 2010
Constable Celestino Avila	$ 2,092.40	December 2010
Constable Gilberto Alaniz	$ 710.00	December 2010
Constable Lazaro Gallardo	$ 3,226.80	December 2010
Constable Eddie Guerra	$ 1,190.00	December 2010
Fire Marshal	$ 7,300.19	December 2010
Law Library	$ 1,013.50	December 2010
Sheriff's Fee	$ 159,406.16	September 2010
Sheriff's Fee	$ 88,293.64	October 2010
Sheriff's Fee	$ 80,015.11	November 2010
Sheriff's Fee	$ 118,191.58	December 2010
Tax Assessor/Collector	$ 50,085,330.58	December 2010
J.P. Gilberto Saenz	$ 41,125.35	November 2010
J.P. Gilberto Saenz	$ 38,528.95	December 2010
J.P. Jesus E. Morales	$ 26,631.70	November 2010
J.P. Jesus E. Morales	$ 20,921.65	December 2010
J.P. Bobby Contreras	$ 70,729.54	November 2010
J.P. Bobby Contreras	$ 24,076.91	December 2010
J.P. Luis Garza	$ 31,887.45	December 2010
J.P. Ismael Ochoa	$ 103,878.93	February 2010
J.P. Ismael Ochoa	$ 100,924.16	March 2010
J.P. Ismael Ochoa	$ 74,546.60	April 2010
J.P. Ismael Ochoa	$ 72,938.24	August 2010
J.P. Ismael Ochoa	$ 57,976.92	November 2010
J.P. Ismael Ochoa	$ 37,024.65	December 2010
J.P. Charlie Espinoza	$ 123,399.65	October 2010
J.P. Charlie Espinoza	$ 87,816.20	December 2010
J.P. Mary Alice Palacios	$ 38,371.65	August 2010
J.P. Espiridion Jackson	$ 6,955.06	December 2010
J.P. Rosa Trevino	$ 55,148.85	December 2010
County Clerk	$ 494,321.30	December 2010

Thank you for your consideration in this matter.

Sincerely,

Ray Eufracio, CPA
Hidalgo County Auditor

Attachments

AI-25165 **12.A.**

BLUE CROSS BLUE SHIELD OF TEXAS

CC CONSENT

Date: 02/08/2011
Submitted By: Flora Vazquez, HEALTH BENEFITS
Department: HEALTH BENEFITS
Agenda Category: Budget and Management

Information

CAPTION

1. Approval to transfer $505,947.89 to the Hidalgo County Claims Bank Account for Blue Cross Blue Shield Insurance Claims for period 01/15/2011 to 01/28/2011.

01/15-21/2011	$ 245,493.25
01/22-28/2011	$ 260,454.64
TOTAL:	$ 505,947.89

2. Approval of wire transfer to cover claims paid.

BACKGROUND

Fiscal Impact

Attachments

Link: 01-15-21-2011
Link: 01-22-28-2011
Link: INVOICES
Link: CERTIFICATION

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/03/2011 08:01 AM	APRV
2	Olga Garza	Olga Garza	02/03/2011 08:54 AM	APRV
3	Auditor's Office		02/04/2011 04:45 PM	NEW

Form Started By: Flora Vazquez — Started On: 02/02/2011 05:27 PM

Final Approval Date: 02/04/2011

Account	Corporate I	Invoice Pro	Invoice Nu	InvcPerFrD	InvcPerToD	ClmPerFrD	ClmPerToD	BARS Cus
HIDALGO COUNTY								
21185	TX1	618139	207791	1/15/2011	1/21/2011	1/15/2011	1/21/2011	TX433

21185	TX1	618139	207791	1/15/2011	1/21/2011	1/15/2011	1/21/2011 TX433

21185	TX1	618139	207791	1/15/2011	1/21/2011	1/15/2011	1/21/2011	TX433
21185	TX1	618139	207791	1/15/2011	1/21/2011	1/15/2011	1/21/2011	TX433
21185	TX1	618139	207791	1/15/2011	1/21/2011	1/15/2011	1/21/2011	TX433
21185	TX1	618139	207791	1/15/2011	1/21/2011	1/15/2011	1/21/2011	TX433

Settlement	Association	Group Nbr	Section Nb	Group Nan	Coverage	Claim Type	Member ID	Document
1	6	21185	6	HIDALGO	Blue Cross	Basic Cove	8.37E+08	000020093
1	6	21185	6	HIDALGO	Blue Cross	Basic Cove	8.37E+08	000020093
1	6	21185	6	HIDALGO	Blue Shield	Basic Cove	8.37E+08	00002011C
1	6	21185	6	HIDALGO	Drug	Basic Cove	8.42E+08	########
1	6	21185	6	HIDALGO	Drug	Basic Cove	8.37E+08	########
								BASIC PLA
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	8.4E+08	00002011C

1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	8.35E+08	000020110
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	8.35E+08	000020110
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	8.35E+08	000020110
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	8.35E+08	000020110
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	8.35E+08	000020110
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	8.35E+08	000020110
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	8.37E+08	000020110
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	8.37E+08	000020110
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	8.37E+08	000020110
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	8.37E+08	000020110
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	8.37E+08	000020110
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	8.37E+08	000020110
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	8.37E+08	000020110
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	8.37E+08	000020110
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	8.37E+08	000020110
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	8.37E+08	000020110
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	8.37E+08	000020110
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	8.37E+08	000020110
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1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	8.42E+08	000020110
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	8.42E+08	000020110
1	6	21185	16	HIDALGO	Blue Shield	Basic Cove	8.42E+08	000020110
1	6	21185	16	HIDALGO	Drug	Basic Cove	8.43E+08	########
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1	6	21185	16	HIDALGO	Drug	Basic Cove	8.43E+08	########
1	6	21185	16	HIDALGO	Drug	Basic Cove	8.41E+08	########
1	6	21185	16	HIDALGO	Drug	Basic Cove	8.41E+08	########
1	6	21185	16	HIDALGO	Drug	Basic Cove	8.38E+08	########
1	6	21185	16	HIDALGO	Drug	Basic Cove	8.38E+08	########
1	6	21185	16	HIDALGO	Drug	Basic Cove	8.38E+08	########
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1	6	21185	16	HIDALGO	Drug	Basic Cove	8.38E+08	########
1	6	21185	16	HIDALGO	Drug	Basic Cove	8.38E+08	########
1	6	21185	16	HIDALGO	Drug	Basic Cove	8.35E+08	########
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1	6	21185	16	HIDALGO	Drug	Basic Cove	8.4E+08	########
1	6	21185	16	HIDALGO	Drug	Basic Cove	8.4E+08	########
1	6	21185	16	HIDALGO	Drug	Basic Cove	8.37E+08	########
1	6	21185	16	HIDALGO	Drug	Basic Cove	8.42E+08	########
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1	6	21185	16	HIDALGO	Drug	Basic Cove	8.42E+08	########	
1	6	21185	16	HIDALGO	Drug	Basic Cove	8.43E+08	########	
									BUY-UP PI

Tier	Service Da	Gross Amt	Net Amt	Fee Percer	Fee Amt	Case Nbr
Single	9/30/2009	($152.69)	($152.69)	0%	$0.00	
Single	9/30/2009	$17.56	$17.56	0%	$0.00	
Single	########	$176.59	$176.59	0%	$0.00	
Single	########	($177.88)	($177.88)	0%	$0.00	
Single	1/14/2011	$93.88	$93.88	0%	$0.00	
AN:		($42.54)	($42.54)	0%	$0.00	
Family Sub	1/12/2011	$80.33	$80.33	0%	$0.00	
Family Sub	1/12/2011	$23.50	$23.50	0%	$0.00	
Family Sub	1/12/2011	$11.31	$11.31	0%	$0.00	
Family Sub	1/13/2011	$80.33	$80.33	0%	$0.00	
Family Sub	1/13/2011	$11.31	$11.31	0%	$0.00	
Family Sub	1/17/2011	$80.33	$80.33	0%	$0.00	
Family Sub	1/17/2011	$11.31	$11.31	0%	$0.00	
Family Mer	1/17/2011	$6.57	$6.57	0%	$0.00	
Family Mer	1/17/2011	$11.59	$11.59	0%	$0.00	
Family Mer	1/17/2011	$3.60	$3.60	0%	$0.00	
Family Mer	1/17/2011	$17.12	$17.12	0%	$0.00	
Single	12/6/2010	$45.87	$45.87	0%	$0.00	
Single	1/11/2011	$19.37	$19.37	0%	$0.00	
Family Sub	1/18/2011	$45.87	$45.87	0%	$0.00	
Single	1/17/2011	$89.78	$89.78	0%	$0.00	
Single	1/17/2011	$10.86	$10.86	0%	$0.00	
Single	1/17/2011	$14.77	$14.77	0%	$0.00	
Single	1/17/2011	$29.07	$29.07	0%	$0.00	
Single	1/17/2011	$3.00	$3.00	0%	$0.00	
Family Sub	9/30/2010	$17.88	$17.88	0%	$0.00	
Single	12/4/2010	$12.27	$12.27	0%	$0.00	
Single	12/4/2010	$304.76	$304.76	0%	$0.00	
Single	12/2/2010	$4.40	$4.40	0%	$0.00	
Single	12/2/2010	$4.40	$4.40	0%	$0.00	
Single	12/2/2010	$12.13	$12.13	0%	$0.00	
Single	12/2/2010	$160.00	$160.00	0%	$0.00	
Single	12/3/2010	$2.40	$2.40	0%	$0.00	
Single	12/3/2010	$4.40	$4.40	0%	$0.00	
Single	12/3/2010	$4.40	$4.40	0%	$0.00	
Single	12/3/2010	$4.40	$4.40	0%	$0.00	
Single	12/3/2010	$4.40	$4.40	0%	$0.00	
Single	########	$2.40	$2.40	0%	$0.00	
Single	########	$4.40	$4.40	0%	$0.00	
Single	########	$4.40	$4.40	0%	$0.00	
Single	12/1/2010	$2.40	$2.40	0%	$0.00	
Single	12/1/2010	$4.40	$4.40	0%	$0.00	
Single	12/1/2010	$4.40	$4.40	0%	$0.00	
Single	12/2/2010	$32.00	$32.00	0%	$0.00	
Single	12/2/2010	$2.40	$2.40	0%	$0.00	
Single	12/2/2010	$4.40	$4.40	0%	$0.00	

Single	12/2/2010	$4.40	$4.40	0%	$0.00
Single	1/13/2011	$82.62	$82.62	0%	$0.00
Single	1/13/2011	$30.31	$30.31	0%	$0.00
Single	1/3/2011	$78.80	$78.80	0%	$0.00
Single	1/3/2011	$25.00	$25.00	0%	$0.00
Single	1/3/2011	$0.20	$0.20	0%	$0.00
Family Mer	1/3/2011	$90.46	$90.46	0%	$0.00
Family Mer	1/3/2011	$20.00	$20.00	0%	$0.00
Single	1/8/2011	$45.87	$45.87	0%	$0.00
Single	1/8/2011	$8.25	$8.25	0%	$0.00
Single	1/8/2011	$12.73	$12.73	0%	$0.00
Single	1/8/2011	$2.49	$2.49	0%	$0.00
Single	1/8/2011	$12.73	$12.73	0%	$0.00
Single	1/8/2011	$12.73	$12.73	0%	$0.00
Single	1/8/2011	$89.20	$89.20	0%	$0.00
Single	1/8/2011	$107.82	$107.82	0%	$0.00
Single	1/8/2011	$16.02	$16.02	0%	$0.00
Single	1/8/2011	$10.12	$10.12	0%	$0.00
Single	1/8/2011	$25.55	$25.55	0%	$0.00
Family Mer	1/11/2011	$78.80	$78.80	0%	$0.00
Family Mer	1/11/2011	$2.49	$2.49	0%	$0.00
Single	########	$19.51	$19.51	0%	$0.00
Family Mer	1/12/2011	$58.44	$58.44	0%	$0.00
Family Mer	1/12/2011	$0.34	$0.34	0%	$0.00
Family Mer	1/12/2011	$2.07	$2.07	0%	$0.00
Single	1/12/2011	$297.52	$297.52	0%	$0.00
Single	1/12/2011	$226.12	$226.12	0%	$0.00
Single	1/11/2011	$13.10	$13.10	0%	$0.00
Single	1/14/2011	$8.09	$8.09	0%	$0.00
Family Mer	1/10/2011	$188.92	$188.92	0%	$0.00
Family Mer	1/10/2011	$112.47	$112.47	0%	$0.00
Family Mer	1/10/2011	$116.29	$116.29	0%	$0.00
Family Mer	1/10/2011	$160.62	$160.62	0%	$0.00
Family Mer	1/10/2011	$135.01	$135.01	0%	$0.00
Family Mer	1/10/2011	$129.22	$129.22	0%	$0.00
Family Mer	1/10/2011	$146.14	$146.14	0%	$0.00
Family Mer	1/10/2011	$3.37	$3.37	0%	$0.00
Single	1/10/2011	$84.74	$84.74	0%	$0.00
Single	1/10/2011	$133.59	$133.59	0%	$0.00
Single	1/10/2011	$62.62	$62.62	0%	$0.00
Single	1/10/2011	$3.87	$3.87	0%	$0.00
Single	1/11/2011	$197.60	$197.60	0%	$0.00
Single	1/9/2011	$7.20	$7.20	0%	$0.00
Family Mer	1/11/2011	$2.74	$2.74	0%	$0.00
Family Mer	1/11/2011	$2.87	$2.87	0%	$0.00
Single	1/12/2011	$59.95	$59.95	0%	$0.00
Single	1/12/2011	$106.81	$106.81	0%	$0.00
Family Mer	1/11/2011	$15.00	$15.00	0%	$0.00
Family Mer	1/13/2011	$11.86	$11.86	0%	$0.00
Single	1/1/2011	($12.85)	($12.85)	0%	$0.00
Family Mer	1/3/2011	($66.13)	($66.13)	0%	$0.00
Family Mer	1/3/2011	$73.77	$73.77	0%	$0.00

Family Mer	1/4/2011	($152.57)	($152.57)	0%	$0.00
Family Mer	1/11/2011	$267.56	$267.56	0%	$0.00
Family Mer	1/11/2011	$26.52	$26.52	0%	$0.00
Single	1/10/2011	$166.98	$166.98	0%	$0.00
AN:		$4,558.88	########	0%	$0.00

TOTAL: $4,516.34

BlueCross BlueShield of Texas

Group # 021185 **HIDALGO COUNTY**
Settlement ID: **TX433010006**
Processed Date
Period 01/22/2011 to 01/28/2011

SECTION			
0001-0011	HIDALGO COUNTY	$	185,772.70
0002-0012	HEADSTART	$	47,664.00
0003-0013	APPRAISAL DISTRICT	$	6,665.46
0004-0014	COMMUNITY SERVICE	$	1,601.41
0005-0015	DRAINAGE DISTRICT	$	6,032.96
9001-9002	COBRA	$	7,415.84
0006-0016	RETIREE	$	5,302.27
	TOTALS		$260,454.64

Invoices - Invoice Details

Invoice ID: TX433010006 - HIDALGO COUNTY

Invoice Period: 01/15/2011 - 01/21/2011 Process Date: 01/21/2011

Invoice Detail

Invoice Detail summarizes claims activity by association.

Claim Period: 01/15/2011 - 01/21/2011

Cust Nbr	Set Nbr	ASC Nbr	Association Name	Total Claims Month To Date	Total Claims Week To Date	Drug Claims	Dental Claims	All Claims But Drug, Dental	Claim Count
TX433	01	001	HIDALGO COUNTY	$680,726.63	$152,415.76	$30,270.07	$0.00	$122,145.69	1,878
TX433	01	002	HEAD START	$173,304.25	$44,304.91	$6,652.75	$0.00	$37,652.16	518
TX433	01	003	APPRAISAL DISTRICT	$52,773.45	$25,372.13	$1,193.98	$0.00	$24,178.15	88
TX433	01	004	COMMUNITY SERVICE	$2,733.16	$1,181.32	$401.69	$0.00	$779.63	27
TX433	01	005	DRAINAGE DISTRICT	$6,433.66	$2,314.58	$941.01	$0.00	$1,373.57	53
TX433	01	006	RETIREES	$14,299.96	$4,516.34	$2,505.85	$0.00	$2,010.49	91
TX433	01	007	COBRA	$38,012.14	$15,388.21	$993.85	$0.00	$14,394.36	54
			STOPLOSS	($72,227.03)	$0.00	$0.00	$0.00	$0.00	0
			Customer Total Claims	$968,283.25	$245,493.25	$42,959.20	$0.00	$202,534.05	2,709
			STOPLOSS Total	($72,227.03)	$0.00	$0.00	$0.00	$0.00	0
			Customer Grand Total	$896,056.22	$245,493.25	$42,959.20	$0.00	$202,534.05	2,709

Invoices - Invoice Details

Invoice ID: TX433010006 - HIDALGO COUNTY

Invoice Period: 01/22/2011 - 01/28/2011 Process Date: 01/28/2011

Invoice Detail

Invoice Detail summarizes claims activity by association.

Claim Period: 01/22/2011 - 01/28/2011

Cust Nbr	Set Nbr	ASC Nbr	Association Name	Total Claims Month To Date	Total Claims Week To Date	Drug Claims	Dental Claims	All Claims But Drug, Dental	Claim Count
TX433	01	001	HIDALGO COUNTY	$866,499.33	$185,772.70	$42,113.49	$0.00	$143,659.21	2,228
TX433	01	002	HEAD START	$220,968.25	$47,664.00	$5,784.33	$0.00	$41,879.67	590
TX433	01	003	APPRAISAL DISTRICT	$59,438.91	$6,665.46	$1,344.84	$0.00	$5,320.62	86
TX433	01	004	COMMUNITY SERVICE	$4,334.57	$1,601.41	$440.10	$0.00	$1,161.31	18
TX433	01	005	DRAINAGE DISTRICT	$12,466.62	$6,032.96	$2,192.76	$0.00	$3,840.20	91
TX433	01	006	RETIREES	$19,602.23	$5,302.27	$3,524.02	$0.00	$1,778.25	77
TX433	01	007	COBRA	$45,427.98	$7,415.84	$949.01	$0.00	$6,466.83	49
			STOPLOSS	($72,227.03)	$0.00	$0.00	$0.00	$0.00	0
			Customer Total Claims	$1,228,737.89	$260,454.64	$56,348.55	$0.00	$204,106.09	3,139
			STOPLOSS Total	($72,227.03)	$0.00	$0.00	$0.00	$0.00	0
			Customer Grand Total	$1,156,510.86	$260,454.64	$56,348.55	$0.00	$204,106.09	3,139

HIDALGO COUNTY DEPT. OF BUDGET AND MANAGEMENT
CERTIFICATION OF MEDICAL INSURANCE CLAIMS
PAID BY BLUE CROSS BLUE SHIELD OF TEXAS

FOR THE PERIOD OF **January 15-28, 2011.**

Hidalgo County's Self-Funded Health Insurance, Third Party Administrator (TPA) Blue Cross Blue Shield of Texas, has submitted to my office a request to reimburse the County's CLAIMS PAYING ACCOUNT in the amount of **$505,947.89**

1). Hidalgo County
2). Hidalgo County Headstart Program
3). Hidalgo County Community Service Agency
4). Hidalgo County Urban County Program
5). Hidalgo County Drainage District #1
6). Hidalgo County Appraisal District

Total Reimbursement Requested by Blue Cross Blue Shield of Texas for dates 01/15/2010 to 01/28/2011 is $ 505,947.89.

Dept. of Budget & Management/Employee Benefits Section is requesting approval of this payment on the Commissioners' Court Agenda of February 8, 2011.

I hereby approve this reimbursement and I and/or my staff have reviewed each claim included on the attached check register and to the best of my knowledge ensure:

- All the claimants are in fact employees of Hidalgo County, Drainage District No. 1, Hidalgo County Headstart Program, Hidalgo County Community Service Agency, Hidalgo County Urban Program and Hidalgo County Appraisal District.
- All fees to vendors are appropriate for the type of service provided.
- All insurance premiums paid to Hidalgo County for Health Insurance Self-Funded Account were received by my department and deposited to the Hidalgo County Treasurer's Office and credited to the corresponding salary account.
- All types of expenditures reflected on this claim report are appropriate for the Hidalgo County Health Insurance Self Funded Account.

Elora Vazquez
Employee Benefits Manager — 02/02/2011 Date

Dept. of Budget & Management Budget Officer — Date

Commissioner's Court Approval — Date

AI-25174 **12.B.**

CERTIFICATION OF WORKERS' COMPENSATION CLAIMS PAID BY TRISTAR RISK MANAGEMENT
CC CONSENT

Date:	02/08/2011
Submitted By:	Flora Vazquez, HEALTH BENEFITS
Department:	HEALTH BENEFITS
Agenda Category:	Budget and Management

Information

CAPTION

Self-Insured Workers' Comp. (2202):
Requesting approval of reimbursement of Hidalgo County Workers' Comp. Claims paying account for claims paid by Tristar Risk Management in the amount of $ 61,765.73 for the period of 01/16-31/2011 and requesting approval of wire transfer.

BACKGROUND

Fiscal Impact

Attachments

Link: INVOICE
Link: BY ORGANIZATION
Link: CERTIFICATION

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	02/03/2011 11:04 AM	APRV
2	Olga Garza	Olga Garza	02/03/2011 01:26 PM	APRV
3	Auditor's Office		02/04/2011 04:45 PM	NEW

Form Started By: Flora Vazquez — Started On: 02/03/2011 10:01 AM

Final Approval Date: 02/04/2011

Tristar Risk Management
100 Oceangate Suite #700
Long Beach, CA 90802
(562) 495-6600
TIN: 95-2791831

February 1, 2011

Hidalgo County Workers Compensation Fund
2818 S. Bus Hwy. 281
Edinburg, TX 78539
Flora Vazquez
Director of Risk Management

L HIDAL.WC
Invoice Number: 86412

Loss Replenishment

Re: Workers Compensation

Tristar Risk Management hereby certifies that the attached billings for losses paid 1/16-1/31/11 (Check #505191-505343) are in accordance with our contract with Hidalgo County Exhibit A, dated July 1st	61,765.73
TOTAL CURRENT CHARGES	$ 61,765.73
Previous Balance Due	$ 43,952.35

Payments and Credits

01/31/11	Payment received - thank you	43,952.35CR
	Total Payments and Credits	$ 43,952.35CR
	Total Balance Due	$ 61,765.73

Due Upon Receipt

If you have any questions or need wire instructions, please call:
(562) 495-6600 ext 1028 to speak with Amanda McClure or ext 1048 to speak with Annette Rivas

Custom Payment Total

Hidalgo County WC losses paid 1/16-1/31/11

Processed	Check Date	Chk/Vchr #	Claim Number	Claimant	Incident	Transaction Type	Payee	Dates of Service	Method	Amount

Alternate Organization 1 : Headstart

Processed Date : 1/17/2011

Processed Date Total: 1 — 425.00

Processed Date : 1/18/2011

Processed Date Total: 1 — 8.00

Processed Date : 1/19/2011

Processed Date Total: 1 — 387.89

Processed Date : 1/20/2011

Processed Date Total: 20 — 1,392.54

Processed Date : 1/21/2011

Processed Date Total: 17 — 552.76

Processed Date : 1/24/2011

Processed Date Total: 3 — 705.00

Processed Date : 1/25/2011

Processed Date Total: 1 — 85.00

Processed Date : 1/26/2011

Processed Date Total: 1 — 387.89

Processed Date : 1/28/2011

Processed Date Total: 39 — 2,240.75

Alternate Organization 1 Total: 84 — 6,184.83

Alternate Organization 1 : Hidalgo County

Processed Date : 1/17/2011

Processed Date Total: 4 — 1,465.73

Processed Date : 1/18/2011

Processed Date Total: 18 — 492.99

Processed Date : 1/19/2011

Custom Payment Total

Hidalgo County WC losses paid 1/16-1/31/11

Processed	Check Date	Chk/Vchr #	Claim Number	Claimant	Incident	Transaction Type	Payee	Dates of Service	Method	Amount
Alternate Organization 1 : Hidalgo County										
Processed Date : 1/19/2011										
						Processed Date Total: 2				1,359.96
Processed Date : 1/20/2011										
						Processed Date Total: 48				5,757.27
Processed Date : 1/21/2011										
						Processed Date Total: 51				5,652.92
Processed Date : 1/24/2011										
						Processed Date Total: 21				4,150.61
Processed Date : 1/25/2011										
						Processed Date Total: 9				1,480.82
Processed Date : 1/26/2011										
						Processed Date Total: 3				(512.00)
Processed Date : 1/27/2011										
						Processed Date Total: 13				5,818.76
Processed Date : 1/28/2011										
						Processed Date Total: 109				29,263.23
Processed Date : 1/31/2011										
						Processed Date Total: 1				650.61
						Alternate Organization 1 Total: 279				55,580.90
						Grand Total: 363				61,765.73

HIDALGO COUNTY BUDGET OFFICE/EMPLOYEE BENEFITS DIVISION
CERTIFICATION OF WORKERS' COMP. CLAIMS PAID BY TRISTAR RISK MANAGEMENT FOR THE PERIOD OF: **January 16-31, 2011.**

Hidalgo County's Self-Funded Workers' Compensation, Third Party Administrator (TPA) TRISTAR RISK MANAGEMENT, has submitted to my office a request to reimburse the County's CLAIMS PAYING ACCOUNT in the amount of $ 61,765.73.

TRISTAR is certifying to my office that it has paid Workers' Compensation Claims on behalf of injured employees:

Losses paid: 01/16-31/2011 (Check# 505191-505343)

1).	Hidalgo County	$ 55,580.90
2).	Hidalgo County Headstart Program	$ 6,184.83
3).	Community Service Agency	$ 00.00
4).	Hidalgo County Urban County	$ 00.00
5).	Drainage District #1	$ 00.00

Total Reimbursement Requested by TRISTAR RISK MANAGEMENT $ 61,765.73
Dept. of Budget & Management/Employee Benefits Section is requesting approval of this payment on the Commissioners' Court Agenda of February 8, 2011

Initial amount advanced by Commissioner's Court to TRISTAR RISK MANAGEMENT to pay claims:
$ < 150,000.00 >

Balance left in the Hidalgo County Workers' Compensation Fund at Citizens Business Bank (estimate) $ 88,234.27

I hereby approve this reimbursement and certify that I and/or my staff have reviewed each claim included on the attached check register and to the best of my knowledge ensure that:

- All the claimants are in fact employees of Hidalgo County, Drainage District No. 1, Hidalgo County Headstart Program, Community Service Agency, or Hidalgo County Urban Program.
- All fees to vendors are appropriate for the type of service provided.
- All fees paid to Hidalgo County for salary continuation were in fact received by Hidalgo County, and have been received by my department and deposited with the Hidalgo County Treasurer's Office and credited to the corresponding salary account. I have forwarded a copy of the Treasurer's receipts for each check shown as issued to Hidalgo County.
- All types of expenditures reflected on this claim report are appropriate for the Hidalgo County Workers' Compensation Fund (Escrow Fund).
- The Office of the County Auditor will receive a copy of the monthly bank statement for the Hidalgo County Workers' Compensation Bank Account (held at Citizens Business Bank in California) no later than the 10th day of the following month.

Flora Vasquez — 2/2/2011
Employee Benefits Manager — Date

Dept. of Budget & Management Budget Officer — Date

Commissioner's Court Approval — Date

AI-25171 **13.A.**

Request Authorization for Removal of Fixed Assets From Inventory
CC CONSENT

Date: 02/08/2011
Submitted By: Dagoberto Rios, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Hon. Federico Garza, Jr., Presiding Judge - Hidalgo County Court at Law #4 is formally requesting approval to remove of the following Hidalgo County Fixed Assets/Items from the current inventory list:

Asset Tag No.	Description	Serial No.
021600	Lazy Boy	Not available
024992	DTK 2561 Computer System	2531VS22104587D
034357	Dell PIII 500MHZ Optiplex GX1	Not available
48283	Dell Optiplex 755 USFF-PC	CD8NGG1

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

The Lazy Boy, DTK 2561 Computer, Dell PIII 500MHZ Optiples GX1 are totally depreciated. However, Dell Optiplex 755 USFF-PC has current value of $632.90.

Attachments

Link: BACKUP

Link: Depreciation Report

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/03/2011 01:57 PM	APRV
2	Budget & Management	Erika Zamora	02/03/2011 02:32 PM	APRV
3	Sylvia Solis	Sylvia Solis	02/03/2011 04:14 PM	APRV
4	Auditor's Office		02/04/2011 04:45 PM	NEW

Form Started By: Dagoberto Rios Started On: 02/03/2011 09:44 AM

Final Approval Date: 02/04/2011

AFFIDAVIT

State of Texas §

§

County of Texas §

Before me, the undersigned authority, A Notary Public and in for the State of Texas, on the same date personally appeared Judge Federico "Fred" Garza, Jr., who after being duly sworn, deposes and says:

My name is Judge, Federico "Fred" Garza, Jr., and I am the presiding Judge of the Hidalgo County Court at Law No. Four.

I am requesting that the Hidalgo County Commissioner's Court and/or the Hidalgo County Purchasing Department remove the items listed on Exhibit A, attached hereto, as inventory in this Department's possession. After exhausting all efforts to locate these items by the Purchasing Department, it has been determined that these items are no longer physically present in this department or part of our inventory.

These items have been searched for by the Fixed Assests Division of the Purchasing Department with the assistance of Dagoberto Rios and this department. Together, we have reviewed our current inventory.

The above is true and correct to the best of my knowledge.

Judge, Federico "Fred" Garza, Jr.

State of Texas §

§

County of Hidalgo §

Sworn to and subscribed before me, a Notary Public, in and for the State of Texas

On this the 1st day of February, 2011

AIDA RAMIREZ
MY COMMISSION EXPIRES
November 9, 2013

NOTARY PUBLIC, State of Texas

Hidalgo County

County Court at Law No. Four

Judge, Federico "Fred" Garza, Jr.

Exhibit "A"

Qty.	Asset Tag	Description	Dept.	Acq. Date
1	021600	Lazy Boy	024	12-19-1989
1	024992	Centauri Computer Systems, Inc.	024	04-30-1992
1	034357	Dell PIII 500 MHZ Optiplex GX1	024	02-28-2000
1	48283	Dell Optiplex 755 USFF-PC	024	07-28-2008

HIDALGO COUNTY, TEXAS
PURCHASING DEPARTMENT - FIXED ASSETS DIVISION
DEPRECIATION FORM

Prepared By: Dago Rios
Requested By: Martha L. Salazar, CPPB
Date: 2/3/2011

Asset Number	Description	Hist Cost	Acq Date	Current Date	Life Expectancy	Residual Value 10%	Depreciable Value	Yearly Depreciation	Current Depreciation	Current Value
21600	Lazy Boy	$1,286.00	12/19/1989	2/3/2011	10	$128.60	$1,157.40	$115.74	$2,430.54	$0.00
24992	DTK 2561 Computer	$1,495.00	4/30/1992	2/3/2011	6	$149.50	$1,345.50	$224.25	$4,036.50	$0.00
34357	Dell PIII 500MHZ Optiplex GX1	$1,843.00	2/28/2000	2/3/2011	6	$184.30	$1,658.70	$276.45	$2,764.50	$0.00
48283	Dell Optiplex 755 USFF-PC	$1,054.84	7/28/2008	2/3/2011	6	$105.48	$949.36	$158.23	$316.45	$632.90

Note: With the exception of asset nr. 48283, these items have outlived their useful life and have been fully depreciated and beyond their residual life.

AI-25169 **13.B.**

WIC-Invoice#452501/03/XV-Dannenbaum Engineering Company-C-10-101A-10-05

CC CONSENT

Date:	02/08/2011
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting approval of payment for Invoice #452501/03/XV in the amount of ($7,725.00) submitted by Dannenbaum Engineering Company in connection to contract #C-10-101A-10-05-(PO#646589) AIA Agreement for: "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".

BACKGROUND

Inv# 452501/03/XV-DEC-C-10-101A-10-05
Email Memo Request by WIC
Contract #C-10-101A-10-05-DEC

Fiscal Impact

FISCAL YEAR: 2011	ACCT. #: 1-1292-441-00-350-011-0-720
FUNDS AVAILABLE Y/N?:	MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Pending grant carryover. Amount is available through PO#646589 in the amount of $8,555.00 as of 2/3/11 for Dannenbaum Engineering Corporation.

Attachments

Link: Email Memo Request for Pmt by WIC-C-10-101A-10-105-DEC
Link: Invoice# 452501/03/XV-DEC-C-10-101A-10-05
Link: Contract Document AIA C-10-101A-10-05-DEC

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/03/2011 01:32 PM	APRV
2	Budget & Management	Erika Zamora	02/03/2011 02:32 PM	APRV
3	Erika Zamora	Erika Zamora	02/03/2011 04:21 PM	APRV
4	Auditor's Office		02/04/2011 04:45 PM	NEW
Form Started By: Letty Saenz			Started On: 02/03/2011 08:55 AM	

Leticia Saenz

From: Mague Gonzalez [mague.gonzalez@wic.co.hidalgo.tx.us]
Sent: Monday, January 31, 2011 3:29 PM
To: leticia.saenz@co.hidalgo.tx.us
Subject: Dannebaum Engineering Invoices
Attachments: Dannebaum Invoices.doc

Categories: Red Category

Letty, attached are copies for the invoices and backup from Dannenbaum Engineering.

Margarita Gonzalez, Accountant IV
mague.gonzalez@wic.co.hidalgo.tx.us

Hidalgo County WIC Program
3105 W. University Drive
Edinburg, Texas 78539
(956)381-4646 ext. 4042
(956)381-0017 Fax

Leticia Saenz

From: Mague Gonzalez [mague.gonzalez@wic.co.hidalgo.tx.us]
Sent: Monday, January 31, 2011 10:32 AM
To: leticia.saenz@co.hidalgo.tx.us
Cc: norma.longoria@wic.co.hidalgo.tx.us; benito.luna@auditor.co.hidalgo.tx.us
Subject: Approval for Payment - Dannebaum
Attachments: Dannebaum Payment & Approval.doc

Letty, please route thru next CC. for approval.

Thank you!

Margarita Gonzalez, Accountant IV
mague.gonzalez@wic.co.hidalgo.tx.us

Hidalgo County WIC Program
3105 W. University Drive
Edinburg, Texas 78539
(956)381-4646 ext. 4042
(956)381-0017 Fax

COUNTY of HIDALGO

Women, Infants and Children Nutrition Program
3105 W. University Dr.
Edinburg, Texas 78539
(956) 381-4646
(956) 380-4056 Fax

To: Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County WIC Program

From: Norma L. Longoria, WIC Director
Hidalgo County WIC Program

Date: January 28, 2011

Re: DANNEBAUM ENGINEERING – APPROVAL FROM STATE

Please route this approval memo to pay Dannebaum Engineering for architectural services thru next Commissioner's Court agenda.

Should you have any questions please call me at (956)381-4646. Thank you.

Approval

Norma Longoria, MS, LD
WIC Director
Hidalgo County WIC Program
3105 W. University Dr.
Edinburg, TX 78539
(956) 381-4646
(956) 380-4056 Fax

-----Original Message-----
From: "Jasso, Benny" <Benny.Jasso@dshs.state.tx.us>
Sent 1/27/2011 5:02:53 PM
To: "Norma Longoria" <norma.longoria@wic.co.hidalgo.tx.us>
Cc: benito.luna@auditor.co.hidalgo.tx.us, juanita.alvarez@auditor.co.hidalgo.tx.us, "Genfan, Alisin" <Alisin.Genfan@dshs.state.tx.us>, "Romo, Juanita" <Juanita.Romo@dshs.state.tx.us>
Subject: RE: Architectural Services

Hey Norma,

The Hidalgo County WIC program has state agency approval for payment of architectural services to Dannebaum Engineering Company in the of $7,725.00 for services performed from 11/15/10 to 01/15/11. These expenses will be paid from surplus funding which has been earned by the agency.
Please keep a copy of this approval on file for audit or review until you receive your approval letter.
Please let me know if you have any other questions.

Thanks!
Benny

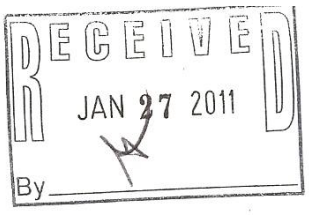
Benny Jasso
Local Agency Operations Coordinator
Nutrition Education/Clinic Services Unit
(512) 341-4573
Fax: (512) 341-4419

From: Norma Longoria [mailto:norma.longoria@wic.co.hidalgo.tx.us]
Sent: Thursday, January 27, 2011 4:52 PM
To: Jasso, Benny
Cc: benito.luna@auditor.co.hidalgo.tx.us; juanita.alvarez@auditor.co.hidalgo.tx.us
Subject: Architectural Services

Good Afternoon Benny,
I would like to request approval of payment for architectural services performed from 11/15/10 to 01/15/10 to Dannebaum Engineering Company in the amount of $7,725.00 for the renovation project of Edinburg clinic site 1201. Previous architectural services had been payed to this company in FY2010 for the same project. I have sufficient administrative monies available to cover this expense. The project has been placed on hold until we are notified by State agency of any available infrastructure funding. Thank you for your attention to this matter.

Norma Longoria, MS, LD

January 26, 2011



Ms. Norma Longoria, MS, LD
Hidalgo County WIC Program
3105 W. University Drive
Edinburg, Texas 78539

Ref: ***Hidalgo County Precinct 4 - Architectural Services***
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

Subj: Billing – Invoice 452501/03/XV

Dear Ms. Longoria,

Enclosed please find Invoice 452501/03/XV related to architectural services performed to date for the referenced project.

The billing cycle is thru January 15, 2010.

Total Due: $7,725.00.

If you have any questions, please feel free to contact our office.

Sincerely,

Louis H. Jones, P.E.
President

cc: Steve McGarraugh, AIA
Richard D. Seitz, P.E.

DANNENBAUM

NAME: STEVE L. MCGARRAUGH

OFFICE: MCALLEN

HOME DEPT. 1540

EMPLOYEE NO. 548800

PERIOD ENDING (MO. DAY YR.) 11/15/2010

TOTAL HOURS 88.00

TOTAL REG. HOURS 88.00

PAID O/T HRS. -

SIGNATURE

APPROVED BY

UNPAID OVERTIME EARNED YTD	PERSONAL TIME OFF YTD
-20.00	7.50

PROJECT #	TASK		DESCRIPTION	Mon 11/1/2010	Tue 11/2/2010	Wed 11/3/2010	Thu 11/4/2010	Fri 11/5/2010	Sat 11/6/2010	Sun 11/7/2010	Mon 11/8/2010	Tue 11/9/2010	Wed 11/10/2010	Thu 11/11/2010	Fri 11/12/2010	Sat 11/13/2010	Sun 11/14/2010	Mon 11/15/2010	REG. HOURS	PAID O/T HOURS
4525-01	0120		Edinburg WIC Consultant Coord.	1.00	1.50		1.50	0.75				4.50		2.75	1.00			1.50	14.50	
4525-01	0200		Edinburg WIC Construction Drawings	7.00	6.50	7.00	5.00	5.75			3.00	1.50	2.50	4.75	3.00			2.00	48.00	
4525.01	9001		Edinburg WIC AEP Easement and Sewer Line			0.50	0.50	1.00			2.00	0.50	5.00		4.00			2.50	16.00	
0045-13	0121		Los Ebanos Pavilion									0.50	0.50					1.00	2.00	
4585-01	3000		Headstart Roof Repair - submittals			0.50	1.00	0.50											2.00	
4585-01	1000		Headstart Roof Repair - Meeting								3.00								3.00	
4585-01	0120		Headstart Roof Repair - Project Mngt.									1.00		0.50				1.00	2.50	
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TOTAL HOURS PER DAY				8.00	8.00	8.00	8.00	8.00	0.00	0.00	8.00	8.00	8.00	8.00	8.00					

DANNENBAUM

NAME: STEVE L. MCGARRAUGH

OFFICE: MCALLEN

HOME DEPT. 1540

EMPLOYEE NO. 548800

PERIOD ENDING (MO. DAY YR.) 11/30/2010

TOTAL HOURS 88.00

TOTAL REG. HOURS 88.00

PAID O/T HRS. -

SIGNATURE

APPROVED BY

UNPAID OVERTIME EARNED YTD	PERSONAL TIME OFF YTD
-20.00	7.50

PROJECT #	TASK		DESCRIPTION	Tue 11/16/2010	Wed 11/17/2010	Thu 11/18/2010	Fri 11/19/2010	Sat 11/20/2010	Sun 11/21/2010	Mon 11/22/2010	Tue 11/23/2010	Wed 11/24/2010	Thu 11/25/2010	Fri 11/26/2010	Sat 11/27/2010	Sun 11/28/2010	Mon 11/29/2010	Tue 11/30/2010	REG. HOURS	PAID O/T HOURS
4525-01	0120		Edinburg WIC Consultant Coord.	1.00		0.50				1.00		1.00					1.00	0.50	5.00	
4525-01	0200		Edinburg WIC Construction Drawings	2.00	2.00	1.50	3.50			1.00		0.50					4.00	1.50	16.00	
4525-01	9001		Edinburg WIC Utility Issues	1.50	3.00	2.00	1.50			2.00	4.00	1.50						0.50	16.00	
0045-13	0121		Los Ebanos Pavilion	3.50	2.00	3.00	2.00			1.00	1.00	1.00					1.00	1.00	15.50	
4585-01	1000		Headstart Roof Repair - Meeting							3.00	2.00							2.00	7.00	
4585-01	0120		Headstart Roof Repair - Project Mngt.		1.00	1.00	1.00				1.00	1.50					1.00		6.50	
4517-01	0120		STC Parking - Project Mngt.									2.50					1.00	2.50	6.00	
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0000-HO		1540	Holiday										8.00	8.00					16.00	
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TOTAL HOURS PER DAY				8.00	8.00	8.00	8.00	0.00	0.00	8.00	8.00	8.00	8.00	8.00	0.00	0.00	8.00	8.00	88.00	0.00

DANNENBAUM

NAME: STEVE L. MCGARRAUGH

OFFICE: MCALLEN

HOME DEPT.: 1540

EMPLOYEE NO.: 548800

PERIOD ENDING (MO. DAY YR.): 12/15/2010

TOTAL HOURS: 88.00

TOTAL REG. HOURS: 88.00

PAID O/T HRS.: -

SIGNATURE

APPROVED BY

UNPAID OVERTIME EARNED YTD	PERSONAL TIM OFF YTD
-14.00	7.50

PROJECT #	TASK		DESCRIPTION	Wed 12/1/2010	Thu 12/2/2010	Fri 12/3/2010	Sat 12/4/2010	Sun 12/5/2010	Mon 12/6/2010	Tue 12/7/2010	Wed 12/8/2010	Thu 12/9/2010	Fri 12/10/2010	Sat 12/11/2010	Sun 12/12/2010	Mon 12/13/2010	Tue 12/14/2010	Wed 12/15/2010	REG. HOURS	PAID HO
4525-01	0120		Edinburg WIC Consultant Coord.	1.00	1.00				1.00	1.00	1.00						2.00		7.00	
4525-01	0200		Edinburg WIC Construction Drawings		4.00				2.50	1.00			1.00					1.50	10.00	
4525-01	9001		Edinburg WIC Elect Easement and Sewer line	4.00					0.50	2.00	0.50	2.00					1.50		10.50	
0045-13	0121		Los Ebanos Pavilion	1.00					1.00				1.00			3.00	2.00	3.00	11.00	
4585-01	1000		Headstart Roof Repair - Meeting										2.00						2.00	
4585-01	0120		Headstart Roof Repair - Project Mngt.	2.00	3.00				3.00	2.00	3.00	4.00	1.00			5.00	4.00	2.00	29.00	
4085-40	9006		Fire Alarm System							2.00	2.50	2.00	3.00						9.50	
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0000-VA		1540	Vacation			3.00													3.00	
0000-PT		1540	Unpaid Overtime (-)			5.00					1.00								6.00	
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TOTAL HOURS PER DAY				8.00	8.00	8.00	0.00	0.00	8.00	8.00	8.00	8.00	8.00	0.00	0.00	8.00	9.50	6.50	88.00	0.0

DANNENBAUM

NAME: STEVE L. MCGARRAUGH

OFFICE: MCALLEN

HOME DEPT. 1540

EMPLOYEE NO. 548800

PERIOD ENDING (MO. DAY YR.) 12/31/2010

TOTAL HOURS 96.00

TOTAL REG. HOURS 96.00

PAID O/T HRS. -

SIGNATURE

APPROVED BY

UNPAID OVERTIME EARNED YTD	PERSONAL TIME OFF YTD
-14.00	12.50

PROJECT #	TASK		DESCRIPTION	Thu 12/16/2010	Fri 12/17/2010	Sat 12/18/2010	Sun 12/19/2010	Mon 12/20/2010	Tue 12/21/2010	Wed 12/22/2010	Thu 12/23/2010	Fri 12/24/2010	Sat 12/25/2010	Sun 12/26/2010	Mon 12/27/2010	Tue 12/28/2010	Wed 12/29/2010	Thu 12/30/2010	Fri 12/31/2010	REG. HOURS	PAID O/T HOURS
4525-01	0120		Edinburg WIC Consultant Coord.	1.00	0.50				1.50	1.00										4.00	
4525-01	0200		Edinburg WIC Construction Drawings	1.50	1.00			1.50	2.00	1.50					1.50	0.50				9.50	
4525-01	9001		Einburg WIC Elec Easement/ Sewer Line	1.50	1.50				2.00	3.00					1.00	1.00				10.00	
4513-01	0121		Los Ebanos Pavilion	2.00	2.00															4.00	
4585-01	1000		Headstart Roof Repair - Meeting																	-	
4585-01	0120		Headstart Roof Repair - Project Mngt.	2.00	2.50			1.50	1.00	1.00										8.00	
4085-40	2600		McAllen WWTP Submittals							1.50	5.50				5.00	2.00				14.00	
9211-01	0101		School Project Marketing (Brownsville ISD)					1.50	0.50											2.00	
9130-02	0101		Hidalgo County 2011 Architecture RFQ		0.50			3.50	1.00						0.50	2.00				7.50	
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0000-HO		1540	Holiday									8.00							8.00	16.00	
0000-VA		1540	Vacation														8.00	8.00		16.00	
0000-TO		1540	Personal Time Off (+)								2.50					2.50				5.00	
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TOTAL HOURS PER DAY				8.00	8.00	0.00	0.00	8.00	8.00	8.00	8.00	8.00	0.00	0.00	8.00	8.00	8.00	8.00	8.00	96.00	0.00

DANNENBAUM

NAME: STEVE L MCGARRAUGH

OFFICE: MCALLEN

HOME DEPT. 1540

EMPLOYEE NO. 548800

PERIOD ENDING MO. DAY YR. 1/15/2011

TOTAL HOURS 80.00

TOTAL REG. HOURS 80.00

PAID O/T HRS. -

SIGNATURE

APPROVED BY

UNPAID OVERTIME EARNED YTD	PERSONA OFF Y
0.00	1.0

PROJECT #	TASK		DESCRIPTION	Sat 1/1/2011	Sun 1/2/2011	Mon 1/3/2011	Tue 1/4/2011	Wed 1/5/2011	Thu 1/6/2011	Fri 1/7/2011	Sat 1/8/2011	Sun 1/9/2011	Mon 1/10/2011	Tue 1/11/2011	Wed 1/12/2011	Thu 1/13/2011	Fri 1/14/2011	Sat 1/15/2011	REG. HOURS
4525-01	0120		Edinburg WIC Consultant Coord.				0.50	1.50					1.00						3.00
4525-01	0200		Edinburg WIC Construction Drawings				1.00	2.00	1.00	0.50					1.00	1.00			6.50
4525-01	9001		Edinburg WIC Utility Issues			1.50	1.00		1.00	1.00			2.00		1.00				7.50
4513-01	0121		Los Ebanos Pavilion										0.50	1.00	1.00		3.00		5.50
4525-01	0120		WIC Utility Issues			1.50	2.50	1.00	1.00					2.00	2.00	1.00			11.00
4585-01	0120		Headstart Roof Repair - Project Mngt.						1.00	4.50			2.50			4.00			12.00
4085-40	2600		McAllen WWTP Submittals				1.00	1.00		1.00									3.00
9211-01	0101		School Project Marketing (Brownsville ISD)				1.00		4.00				1.00		2.00				8.00
9130-02	0101		Hidalgo County 2011 Architecture RFQ			2.00		1.50											3.50
9211-01	0101		H.C. Comm Court - Courthouse Issues											5.00			2.00		7.00
9211-01	0101		Freeport Land Development Plan													1.00	2.00		3.00
9211-01	0101		Head Start Marketing												1.00	1.00			2.00
9211-01	0101		School Project Marketing Various Districts			3.00	1.00	1.00		1.00			1.00						7.00
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G.O.E. #		DEPT	G.O.E DESCRIPTION	Sat 1/1/2011	Sun 1/2/2011	Mon 1/3/2011	Tue 1/4/2011	Wed 1/5/2011	Thu 1/6/2011	Fri 1/7/2011	Sat 1/8/2011	Sun 1/9/2011	Mon 1/10/2011	Tue 1/11/2011	Wed 1/12/2011	Thu 1/13/2011	Fri 1/14/2011	Sat 1/15/2011	REG. HOURS
0000-TO		1540	Personal Time Off (+)														1.00		1.00
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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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

Init.
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User Notes:
(1230534504)

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.

Init.

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User Notes:

(1230534504)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

(Paragraph deleted)

§ 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.

§ 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.

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User Notes: (1230534504)

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 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).

§ 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.

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§ 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 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.

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§ 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.

§ 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.

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§ 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 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

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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.

§ 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

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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.

§ 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.

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§ 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 (11th) 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
§ 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

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§ 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;

(Paragraph deleted)

.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.

.8 Consultation concerning replacement of Work resulting from fire or other cause during construction;

(Paragraphs deleted)

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

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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 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.

(Paragraph deleted)

§ 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.

§ 5.12 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,

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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 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.

(Paragraph deleted)

§ 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

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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 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.

(Paragraphs deleted)

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

(Paragraph deleted)

§ 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, 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.

(Paragraphs deleted)

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

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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.

§ 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

(Paragraph deleted)

§ 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.

(Paragraph deleted)

§ 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

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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.

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 Section 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;

- **.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")

(Paragraphs deleted)

§ 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.)
zero percent 0 %

(Paragraph deleted)

§ 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:

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.

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§ 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

(Signature)
Rene A. Ramirez, County Judge
(Printed name and title)

DANNENBAUM ENGINEERING COMPANY – MCALLEN, LLC

10/28/10

(Signature)
Louis H. Jones, P.E.
(Printed name and title)

APPROVED AS TO FORM:

Atlas & Hall, LLP

(Row deleted)

(Signature)
Stephen L. Crain
(Printed name and title)

ATTEST:

(Signature)
Arturo Guajardo Jr., County Clerk
(Printed name and title)

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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

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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

TABLE OF ARTICLES

1 GENERAL PROVISIONS
2 OWNER
3 CONTRACTOR
4 ARCHITECT
5 SUBCONTRACTORS
6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7 CHANGES IN THE WORK
8 TIME
9 PAYMENTS AND COMPLETION
10 PROTECTION OF PERSONS AND PROPERTY
11 INSURANCE AND BONDS
12 UNCOVERING AND CORRECTION OF WORK
13 MISCELLANEOUS PROVISIONS
14 TERMINATION OR SUSPENSION OF THE CONTRACT
15 CLAIMS AND DISPUTES

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User Notes: (2000112211)

INDEX
(Numbers and Topics in Bold are Section Headings)

Acceptance of Nonconforming Work
9.6.6, 9.9.3, **12.3**
Acceptance of Work
9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3
Access to Work
3.16, 6.2.1, 12.1
Accident Prevention
10
Acts and Omissions
3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.4.2, 13.7.1, 14.1, 15.2
Addenda
1.1.1, 3.11.1
Additional Costs, Claims for
3.7.4, 3.7.5, 6.1.1, 7.3.7.5, 10.3, 15.1.4
Additional Inspections and Testing
9.4.2, 9.8.3, 12.2.1, **13.5**
Additional Insured
11.1.4
Additional Time, Claims for
3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.5**
Administration of the Contract
3.1.3, **4.2**, 9.4, 9.5
Advertisement or Invitation to Bid
1.1.1
Aesthetic Effect
4.2.13
Allowances
3.8, 7.3.8
All-risk Insurance
11.3.1, 11.3.1.1
Applications for Payment
4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.6.3, 9.7.1, 9.10, 11.1.3
Approvals
2.1.1, 2.2.2, 2.4, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10, 4.2.7, 9.3.2, 13.5.1
Arbitration
8.3.1, 11.3.10, 13.1.1, 15.3.2, **15.4**
ARCHITECT
4
Architect, Definition of
4.1.1
Architect, Extent of Authority
2.4.1, 3.12.7, 4.1, 4.2, 5.2, 6.3.1, 7.1.2, 7.3.7, 7.4, 9.2.1, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.5.1, 13.5.2, 14.2.2, 14.2.4, 15.1.3, 15.2.1
Architect, Limitations of Authority and Responsibility
2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4.1, 9.4.2, 9.5.3, 9.6.4, 15.1.3, 15.2
Architect's Additional Services and Expenses
2.4.1, 11.3.1.1, 12.2.1, 13.5.2, 13.5.3, 14.2.4
Architect's Administration of the Contract
3.1.3, 4.2, 3.7.4, 15.2, 9.4.1, 9.5
Architect's Approvals
2.4.1, 3.1.3, 3.5.1, 3.10.2, 4.2.7
Architect's Authority to Reject Work
3.5.1, 4.2.6, 12.1.2, 12.2.1
Architect's Copyright
1.1.7, 1.5
Architect's Decisions
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3.1, 7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2.1, 9.4.1, 9.5, 9.8.4, 9.9.1, 13.5.2, 15.2, 15.3
Architect's Inspections
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.5
Architect's Instructions
3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.5.2
Architect's Interpretations
4.2.11, 4.2.12
Architect's Project Representative
4.2.10
Architect's Relationship with Contractor
1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.4.2, 13.5, 15.2
Architect's Relationship with Subcontractors
1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3.7
Architect's Representations
9.4.2, 9.5.1, 9.10.1
Architect's Site Visits
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5
Asbestos
10.3.1
Attorneys' Fees
3.18.1, 9.10.2, 10.3.3
Award of Separate Contracts
6.1.1, 6.1.2
Award of Subcontracts and Other Contracts for Portions of the Work
5.2
Basic Definitions
1.1
Bidding Requirements
1.1.1, 5.2.1, 11.4.1
Binding Dispute Resolution
9.7.1, 11.3.9, 11.3.10, 13.1.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.4.1
Boiler and Machinery Insurance
11.3.2
Bonds, Lien
7.3.7.4, 9.10.2, 9.10.3
Bonds, Performance, and Payment
7.3.7.4, 9.6.7, 9.10.3, 11.3.9, **11.4**

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Building Permit
3.7.1
Capitalization
1.3
Certificate of Substantial Completion
9.8.3, 9.8.4, 9.8.5
Certificates for Payment
4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7.1, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.3
Certificates of Inspection, Testing or Approval
13.5.4
Certificates of Insurance
9.10.2, 11.1.3
Change Orders
1.1.1, 2.4.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11.1, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.6, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.3.1.2, 11.3.4, 11.3.9, 12.1.2, 15.1.3
Change Orders, Definition of
7.2.1
CHANGES IN THE WORK
2.2.1, 3.11, 4.2.8, **7**, 7.2.1, 7.3.1, 7.4, 7.4.1, 8.3.1, 9.3.1.1, 11.3.9
Claims, Definition of
15.1.1
CLAIMS AND DISPUTES
3.2.4, 6.1.1, 6.3.1, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, 15.4

Claims and Timely Assertion of Claims
15.4.1
Claims for Additional Cost
3.2.4, 3.7.4, 6.1.1, 7.3.9, 10.3.2, **15.1.4**
Claims for Additional Time
3.2.4, 3.7.46.1.1, 8.3.2, 10.3.2, **15.1.5**
Concealed or Unknown Conditions, Claims for
3.7.4
Claims for Damages
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6
Claims Subject to Arbitration
15.3.1, 15.4.1
Cleaning Up
3.15, 6.3
Commencement of the Work, Conditions Relating to
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.3.1, 11.3.6, 11.4.1, 15.1.4
Commencement of the Work, Definition of
8.1.2
Communications Facilitating Contract Administration
3.9.1, **4.2.4**
Completion, Conditions Relating to
3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 13.7, 14.1.2
COMPLETION, PAYMENTS AND
9
Completion, Substantial
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 13.7
Compliance with Laws
1.6.1, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 10.2.2, 11.1, 11.3, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3
Concealed or Unknown Conditions
3.7.4, 4.2.8, 8.3.1, 10.3
Conditions of the Contract
1.1.1, 6.1.1, 6.1.4
Consent, Written
3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 11.3.1, 13.2, 13.4.2, 15.4.4.2
Consolidation or Joinder
15.4.4
CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
1.1.4, **6**
Construction Change Directive, Definition of
7.3.1
Construction Change Directives
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, **7.3**, 9.3.1.1
Construction Schedules, Contractor's
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2
Contingent Assignment of Subcontracts
5.4, 14.2.2.2
Continuing Contract Performance
15.1.3
Contract, Definition of
1.1.2
CONTRACT, TERMINATION OR SUSPENSION OF THE
5.4.1.1, 11.3.9, **14**
Contract Administration
3.1.3, 4, 9.4, 9.5
Contract Award and Execution, Conditions Relating to
3.7.1, 3.10, 5.2, 6.1, 11.1.3, 11.3.6, 11.4.1
Contract Documents, The
1.1.1
Contract Documents, Copies Furnished and Use of
1.5.2, 2.2.5, 5.3
Contract Documents, Definition of
1.1.1
Contract Sum
3.7.4, 3.8, 5.2.3, 7.2, 7.3, 7.4, **9.1**, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.3.1, 14.2.4, 14.3.2, 15.1.4, 15.2.5
Contract Sum, Definition of
9.1
Contract Time
3.7.4, 3.7.5, 3.10.2, 5.2.3, 7.2.1.3, 7.3.1, 7.3.5, 7.4, 8.1.1, 8.2.1, 8.3.1, 9.5.1, 9.7.1, 10.3.2, 12.1.1, 14.3.2, 15.1.5.1, 15.2.5
Contract Time, Definition of
8.1.1

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CONTRACTOR
3
Contractor, Definition of
3.1, 6.1.2
Contractor's Construction Schedules
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2
Contractor's Employees
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1,
Contractor's Liability Insurance
11.1
Contractor's Relationship with Separate Contractors and Owner's Forces
3.12.5, 3.14.2, 4.2.4, 6, 11.3.7, 12.1.2, 12.2.4
Contractor's Relationship with Subcontractors
1.2.2, 3.3.2, 3.18.1, 3.18.2, 5, 9.6.2, 9.6.7, 9.10.2, 11.3.1.2, 11.3.7, 11.3.8
Contractor's Relationship with the Architect
1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.5, 15.1.2, 15.2.1
Contractor's Representations
3.2.1, 3.2.2, 3.5.1, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2
Contractor's Responsibility for Those Performing the Work
3.3.2, 3.18, 5.3.1, 6.1.3, 6.2, 9.5.1, 10.2.8
Contractor's Review of Contract Documents
3.2
Contractor's Right to Stop the Work
9.7
Contractor's Right to Terminate the Contract
14.1, 15.1.6
Contractor's Submittals
3.10, 3.11, 3.12.4, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3, 11.1.3, 11.4.2
Contractor's Superintendent
3.9, 10.2.6
Contractor's Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.5, 7.3.7, 8.2, 10, 12, 14, 15.1.3
Contractual Liability Insurance
11.1.1.8, 11.2
Coordination and Correlation
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1
Copies Furnished of Drawings and Specifications
1.5, 2.2.5, 3.11
Copyrights
1.5, **3.17**
Correction of Work
2.3, 2.4, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**
Correlation and Intent of the Contract Documents
1.2
Cost, Definition of
7.3.7
Costs
2.4.1, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.7, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.3, 12.1.2, 12.2.1, 12.2.4, 13.5, 14
Cutting and Patching
3.14, 6.2.5
Damage to Construction of Owner or Separate Contractors
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 11.1.1, 11.3, 12.2.4
Damage to the Work
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4.1, 11.3.1, 12.2.4
Damages, Claims for
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6
Damages for Delay
6.1.1, 8.3.3, 9.5.1.6, 9.7, 10.3.2
Date of Commencement of the Work, Definition of
8.1.2
Date of Substantial Completion, Definition of
8.1.3
Day, Definition of
8.1.4
Decisions of the Architect
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 15.2, 6.3, 7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2.1, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.5.2, 14.2.2, 14.2.4, 15.1, 15.2
Decisions to Withhold Certification
9.4.1, **9.5**, 9.7, 14.1.1.3
Defective or Nonconforming Work, Acceptance, Rejection and Correction of
2.3.1, 2.4.1, 3.5.1, 4.2.6, 6.2.5, 9.5.1, 9.5.2, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Defective Work, Definition of
3.5.1
Definitions
1.1, 2.1.1, 3.1.1, 3.5.1, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 15.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1
Delays and Extensions of Time
3.2., 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4.1, **8.3**, 9.5.1, 9.7.1, 10.3.2, 10.4.1, 14.3.2, 15.1.5, 15.2.5
Disputes
6.3.1, 7.3.9, 15.1, 15.2
Documents and Samples at the Site
3.11
Drawings, Definition of
1.1.5
Drawings and Specifications, Use and Ownership of
3.11
Effective Date of Insurance
8.2.2, 11.1.2
Emergencies
10.4, 14.1.1.2, 15.1.4
Employees, Contractor's
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1

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Equipment, Labor, Materials or
1.1.3, 1.1.6, 3.4, 3.5.1, 3.8.2, 3.8.3, 3.12, 3.13.1, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Execution and Progress of the Work
1.1.3, 1.2.1, 1.2.2, 2.2.3, 2.2.5, 3.1, 3.3.1, 3.4.1, 3.5.1, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.5, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.2, 14.2, 14.3.1, 15.1.3
Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4.1, 9.5.1, 9.7.1, 10.3.2, 10.4.1, 14.3, 15.1.5, 15.2.5
Failure of Payment
9.5.1.3, **9.7**, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2
Faulty Work
(See Defective or Nonconforming Work)
Final Completion and Final Payment
4.2.1, 4.2.9, 9.8.2, **9.10**, 11.1.2, 11.1.3, 11.3.1, 11.3.5, 12.3.1, 14.2.4, 14.4.3
Financial Arrangements, Owner's
2.2.1, 13.2.2, 14.1.1.4
Fire and Extended Coverage Insurance
11.3.1.1
GENERAL PROVISIONS
1
Governing Law
13.1
Guarantees (See Warranty)
Hazardous Materials
10.2.4, **10.3**
Identification of Subcontractors and Suppliers
5.2.1
Indemnification
3.17.1, **3.18**, 9.10.2, 10.3.3, 10.3.5, 10.3.6, 11.3.1.2, 11.3.7
Information and Services Required of the Owner
2.1.2, **2.2**, 3.2.2, 3.12.4, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.4, 13.5.1, 13.5.2, 14.1.1.4, 14.1.4, 15.1.3
Initial Decision
15.2
Initial Decision Maker, Definition of
1.1.8
Initial Decision Maker, Decisions
14.2.2, 14.2.4, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Initial Decision Maker, Extent of Authority
14.2.2, 14.2.4, 15.1.3, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Injury or Damage to Person or Property
10.2.8, 10.4.1
Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 12.2.1, 13.5
Instructions to Bidders
1.1.1
Instructions to the Contractor
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.5.2
Instruments of Service, Definition of
1.1.7
Insurance
3.18.1, 6.1.1, 7.3.7, 9.3.2, 9.8.4, 9.9.1, 9.10.2, **11**
Insurance, Boiler and Machinery
11.3.2
Insurance, Contractor's Liability
11.1
Insurance, Effective Date of
8.2.2, 11.1.2
Insurance, Loss of Use
11.3.3
Insurance, Owner's Liability
11.2
Insurance, Property
10.2.5, **11.3**
Insurance, Stored Materials
9.3.2, 11.4.1.4
INSURANCE AND BONDS
11
Insurance Companies, Consent to Partial Occupancy
9.9.1, 11.4.1.5
Insurance Companies, Settlement with
11.4.10
Intent of the Contract Documents
1.2.1, 4.2.7, 4.2.12, 4.2.13, 7.4
Interest
13.6
Interpretation
1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1
Interpretations, Written
4.2.11, 4.2.12, 15.1.4
Judgment on Final Award
15.4.2
Labor and Materials, Equipment
1.1.3, 1.1.6, **3.4**, 3.5.1, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Labor Disputes
8.3.1
Laws and Regulations
1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13.1, 4.1.1, 9.6.4, 9.9.1, 10.2.2, 11.1.1, 11.3, 13.1.1, 13.4, 13.5.1, 13.5.2, 13.6.1, 14, 15.2.8, 15.4
Liens
2.1.2, 9.3.3, 9.10.2, 9.10.4, 15.2.8
Limitations, Statutes of
12.2.5, 13.7, 15.4.1.1
Limitations of Liability
2.3.1, 3.2.2, 3.5.1, 3.12.10, 3.17.1, 3.18.1, 4.2.6, 4.2.7, 4.2.12, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 10.2.5, 10.3.3, 11.1.2, 11.2, 11.3.7, 12.2.5, 13.4.2
Limitations of Time
2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7, 5.2, 5.3.1, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2.1, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7.1, 9.8, 9.9, 9.10, 11.1.3, 11.3.1.5, 11.3.6, 11.3.10, 12.2, 13.5, 13.7, 14, 15

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Loss of Use Insurance
11.3.3
Material Suppliers
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.6, 9.10.5
Materials, Hazardous
10.2.4, **10.3**
Materials, Labor, Equipment and
1.1.3, 1.1.6, 1.5.1, 3.4.1, 3.5.1, 3.8.2, 3.8.3, 3.12, 3.13.1, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2
Means, Methods, Techniques, Sequences and Procedures of Construction
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2
Mechanic's Lien
2.1.2, 15.2.8
Mediation
8.3.1, 10.3.5, 10.3.6, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1
Minor Changes in the Work
1.1.1, 3.12.8, 4.2.8, 7.1, **7.4**
MISCELLANEOUS PROVISIONS
13
Modifications, Definition of
1.1.1
Modifications to the Contract
1.1.1, 1.1.2, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7.1, 10.3.2, 11.3.1
Mutual Responsibility
6.2
Nonconforming Work, Acceptance of
9.6.6, 9.9.3, **12.3**
Nonconforming Work, Rejection and Correction of
2.3.1, 2.4.1, 3.5.1, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Notice
2.2.1, 2.3.1, 2.4.1, 3.2.4, 3.3.1, 3.7.2, 3.12.9, 5.2.1, 9.7.1, 9.10, 10.2.2, 11.1.3, 11.4.6, 12.2.2.1, 13.3, 13.5.1, 13.5.2, 14.1, 14.2, 15.2.8, 15.4.1
Notice, Written
2.3.1, 2.4.1, 3.3.1, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 9.7.1, 9.10, 10.2.2, 10.3, 11.1.3, 11.3.6, 12.2.2.1, **13.3**, 14, 15.2.8, 15.4.1
Notice of Claims
3.7.4, 4.5, 10.2.8, **15.1.2**, 15.4
Notice of Testing and Inspections
13.5.1, 13.5.2
Observations, Contractor's
3.2, 3.7.4
Occupancy
2.2.2, 9.6.6, 9.8, 11.3.1.5
Orders, Written
1.1.1, 2.3, 3.9.2, 7, 8.2.2, 11.3.9, 12.1, 12.2.2.1, 13.5.2, 14.3.1
OWNER
2
Owner, Definition of
2.1.1
Owner, Information and Services Required of the
2.1.2, **2.2**, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.3, 13.5.1, 13.5.2, 14.1.1.4, 14.1.4, 15.1.3
Owner's Authority
1.5, 2.1.1, 2.3.1, 2.4.1, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.1.3, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3.1, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.1.3, 11.3.3, 11.3.10, 12.2.2, 12.3.1, 13.2.2, 14.3, 14.4, 15.2.7
Owner's Financial Capability
2.2.1, 13.2.2, 14.1.1.4
Owner's Liability Insurance
11.2
Owner's Loss of Use Insurance
11.3.3
Owner's Relationship with Subcontractors
1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2
Owner's Right to Carry Out the Work
2.4, 14.2.2
Owner's Right to Clean Up
6.3
Owner's Right to Perform Construction and to Award Separate Contracts
6.1
Owner's Right to Stop the Work
2.3
Owner's Right to Suspend the Work
14.3
Owner's Right to Terminate the Contract
14.2
Ownership and Use of Drawings, Specifications and Other Instruments of Service
1.1.1, 1.1.6, 1.1.7, **1.5**, 2.2.5, 3.2.2, 3.11.1, 3.17.1, 4.2.12, 5.3.1
Partial Occupancy or Use
9.6.6, **9.9**, 11.3.1.5
Patching, Cutting and
3.14, 6.2.5
Patents
3.17
Payment, Applications for
4.2.5, 7.3.9, 9.2.1, **9.3**, 9.4, 9.5, 9.6.3, 9.7.1, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3
Payment, Certificates for
4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7.1, 9.10.1, 9.10.3, 13.7, 14.1.1.3, 14.2.4
Payment, Failure of
9.5.1.3, **9.7**, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2
Payment, Final
4.2.1, 4.2.9, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.4.1, 11.4.5, 12.3.1, 13.7, 14.2.4, 14.4.3
Payment Bond, Performance Bond and
7.3.7.4, 9.6.7, 9.10.3, 11.4.9, **11.4**

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User Notes:
(1920101708)

Payments, Progress
9.3, **9.6**, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3
PAYMENTS AND COMPLETION
9
Payments to Subcontractors
5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 11.4.8, 14.2.1.2
PCB
10.3.1
Performance Bond and Payment Bond
7.3.7.4, 9.6.7, 9.10.3, 11.4.9, **11.4**
Permits, Fees, Notices and Compliance with Laws
2.2.2, **3.7**, 3.13, 7.3.7.4, 10.2.2
PERSONS AND PROPERTY, PROTECTION OF
10
Polychlorinated Biphenyl
10.3.1
Product Data, Definition of
3.12.2
Product Data and Samples, Shop Drawings
3.11, **3.12**, 4.2.7
Progress and Completion
4.2.2, **8.2**, 9.8, 9.9.1, 14.1.4, 15.1.3
Progress Payments
9.3, **9.6**, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3
Project, Definition of the
1.1.4
Project Representatives
4.2.10
Property Insurance
10.2.5, **11.3**
PROTECTION OF PERSONS AND PROPERTY
10
Regulations and Laws
1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 9.9.1, 10.2.2, 11.1, 11.4, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14, 15.2.8, 15.4
Rejection of Work
3.5.1, 4.2.6, 12.2.1
Releases and Waivers of Liens
9.10.2
Representations
3.2.1, 3.5.1, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.8.2, 9.10.1
Representatives
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.1, 4.2.2, 4.2.10, 5.1.1, 5.1.2, 13.2.1
Responsibility for Those Performing the Work
3.3.2, 3.18, 4.2.3, 5.3.1, 6.1.3, 6.2, 6.3, 9.5.1, 10
Retainage
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3
Review of Contract Documents and Field Conditions by Contractor
3.2, 3.12.7, 6.1.3
Review of Contractor's Submittals by Owner and Architect
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2
Review of Shop Drawings, Product Data and Samples by Contractor
3.12
Rights and Remedies
1.1.2, 2.3, 2.4, 3.5.1, 3.7.4, 3.15.2, 4.2.6, 4.5, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.2, 12.2.4, **13.4**, 14, 15.4
Royalties, Patents and Copyrights
3.17
Rules and Notices for Arbitration
15.4.1
Safety of Persons and Property
10.2, 10.4
Safety Precautions and Programs
3.3.1, 4.2.2, 4.2.7, 5.3.1, **10.1**, 10.2, 10.4
Samples, Definition of
3.12.3
Samples, Shop Drawings, Product Data and
3.11, **3.12**, 4.2.7
Samples at the Site, Documents and
3.11
Schedule of Values
9.2, 9.3.1
Schedules, Construction
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2
Separate Contracts and Contractors
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 11.4.7, 12.1.2
Shop Drawings, Definition of
3.12.1
Shop Drawings, Product Data and Samples
3.11, **3.12**, 4.2.7
Site, Use of
3.13, 6.1.1, 6.2.1
Site Inspections
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.4.2, 9.10.1, 13.5
Site Visits, Architect's
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5
Special Inspections and Testing
4.2.6, 12.2.1, 13.5
Specifications, Definition of the
1.1.6
Specifications, The
1.1.1, **1.1.6**, 1.2.2, 1.5, 3.11, 3.12.10, 3.17, 4.2.14
Statute of Limitations
13.7, 15.4.1.1
Stopping the Work
2.3, 9.7, 10.3, 14.1
Stored Materials
6.2.1, 9.3.2, 10.2.1.2, 10.2.4, 11.4.1.4
Subcontractor, Definition of
5.1.1
SUBCONTRACTORS
5
Subcontractors, Work by
1.2.2, 3.3.2, 3.12.1, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7

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(1920101708)

Subcontractual Relations
5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 11.4.7, 11.4.8, 14.1, 14.2.1
Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.7, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3, 11.1.3
Submittal Schedule
3.10.2, 3.12.5, 4.2.7
Subrogation, Waivers of
6.1.1, 11.4.5, **11.3.7**
Substantial Completion
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, **9.8**, 9.9.1, 9.10.3, 12.2, 13.7
Substantial Completion, Definition of
9.8.1
Substitution of Subcontractors
5.2.3, 5.2.4
Substitution of Architect
4.1.3
Substitutions of Materials
3.4.2, 3.5.1, 7.3.8
Sub-subcontractor, Definition of
5.1.2
Subsurface Conditions
3.7.4
Successors and Assigns
13.2
Superintendent
3.9, 10.2.6
Supervision and Construction Procedures
1.2.2, **3.3**, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.7, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.3
Surety
5.4.1.2, 9.8.5, 9.10.2, 9.10.3, 14.2.2, 15.2.7
Surety, Consent of
9.10.2, 9.10.3
Surveys
2.2.3
Suspension by the Owner for Convenience
14.3
Suspension of the Work
5.4.2, 14.3
Suspension or Termination of the Contract
5.4.1.1, 11.4.9, 14
Taxes
3.6, 3.8.2.1, 7.3.7.4
Termination by the Contractor
14.1, 15.1.6
Termination by the Owner for Cause
5.4.1.1, **14.2,** 15.1.6
Termination by the Owner for Convenience
14.4
Termination of the Architect
4.1.3
Termination of the Contractor
14.2.2
TERMINATION OR SUSPENSION OF THE CONTRACT
14
Tests and Inspections
3.1.3, 3.3.3, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 11.4.1.1, 12.2.1, **13.5**
TIME
8
Time, Delays and Extensions of
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4.1, **8.3**, 9.5.1, 9.7.1, 10.3.2, 10.4.1, 14.3.2, 15.1.5, 15.2.5
Time Limits
2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 4.4, 4.5, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 11.4.1.5, 11.4.6, 11.4.10, 12.2, 13.5, 13.7, 14, 15.1.2, 15.4
Time Limits on Claims
3.7.4, 10.2.8, **13.7**, 15.1.2
Title to Work
9.3.2, 9.3.3
Transmission of Data in Digital Form
1.6
UNCOVERING AND CORRECTION OF WORK
12
Uncovering of Work
12.1
Unforeseen Conditions, Concealed or Unknown
3.7.4, 8.3.1, 10.3
Unit Prices
7.3.3.2, 7.3.4
Use of Documents
1.1.1, 1.5, 2.2.5, 3.12.6, 5.3
Use of Site
3.13, 6.1.1, 6.2.1
Values, Schedule of
9.2, 9.3.1
Waiver of Claims by the Architect
13.4.2
Waiver of Claims by the Contractor
9.10.5, 11.4.7, 13.4.2, 15.1.6
Waiver of Claims by the Owner
9.9.3, 9.10.3, 9.10.4, 11.4.3, 11.4.5, 11.4.7, 12.2.2.1, 13.4.2, 14.2.4, 15.1.6
Waiver of Consequential Damages
14.2.4, 15.1.6
Waiver of Liens
9.10.2, 9.10.4
Waivers of Subrogation
6.1.1, 11.4.5, **11.3.7**
Warranty
3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.4, 12.2.2, 13.7.1
Weather Delays
15.1.5.2
Work, Definition of
1.1.3

Init.
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Written Consent
1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 11.4.1, 13.2, 13.4.2, 15.4.4.2
Written Interpretations
4.2.11, 4.2.12

Written Notice
2.3, 2.4, 3.3.1, 3.9, 3.12.9, 3.12.10, 5.2.1, 8.2.2, 9.7, 9.10, 10.2.2, 10.3, 11.1.3, 11.4.6, 12.2.2, 12.2.4, **13.3**, 14, 15.4.1
Written Orders
1.1.1, 2.3, 3.9, 7, 8.2.2, 11.4.9, 12.1, 12.2, 13.5.2, 14.3.1, 15.1.2

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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

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portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics and utility locations, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work. In connection with the foregoing, Contractor shall be solely responsible for locating (and shall locate prior to performing any Work) all utilities lines, telephone company lines and cable, sewer lines, water pipes, gas lines, electrical lines, including without limitation, all buried pipelines and buried telephone cables an shall perform the Work in such a manner so as to avoid damaging any such lines, cables, pipes and pipelines. Under this provision the Architect and Engineer are in no way relieved of their responsibilities outlined in the Contract or other attached contracts for identification of existing conditions.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2 for use on this Project. All costs of reproduction are the responsibility of Contractor.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents or fails to remove and discharge (within ten (10) days) any lien filed upon Owner's or Landlord's property by anyone claiming by, through, or under Contractor or disregards the instructions of Architect or Owner when based on the requirements of the Contract Documents. The Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. However, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3, and any delay resulting from such Work stoppage shall not extend any Milestone Date identified in the Contract for Construction or the required dates of Substantial or Final Completion.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

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

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction

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where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

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

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect and Owner in writing any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for design information in such form as the Architect may require.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect and Owner in writing any nonconformity discovered by or made known to the Contractor as a request for design information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities unless the Contractor recognized or reasonably should have recognized such error, inconsistency, omission or difference and knowingly failed to report it to the Architect and Owner.

§ 3.2.5 The Contractor shall not be entitled to additional compensation for the "rework portion" of any additional work caused by his failure to carefully study and compare the Contract Documents prior to execution of the Work.

§ 3.2.6 The Contractor shall make reasonable attempt to interpret the Contract Documents before asking the Architect for assistance in interpretation. The Contractor shall not ask the Architect for observation of work prior to the Contractor's field superintendent's personal inspection of the work and his determination that the work complies with the Contract Documents.

§ 3.2.7 If, in the opinion of the Architect, the Contractor does not make a reasonable effort to comply with the above requirements of the Contract Documents and this causes the Architect or his consultants to expend an unreasonable amount of the time in the discharge of the duties imposed on him by the Contract Documents, then the Contractor shall bear the cost of compensation for the Architect's additional services made necessary by such failure. The Architect will give the Contractor prior notice of intent to bill for additional services related to 3.2.6, 3.2.7, and 3.12 before additional services are performed.

§ 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

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notify the architect in writing, providing substantiation for the position. Any necessary changes, including substitutions of materials, shall be accomplished by appropriate Modification.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

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

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

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

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

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

§ 3.3.6 Contractor shall be responsible for inspection of portion of Work already performed under the Contract for Construction to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.7 Contractor has the responsibility to ensure that all material suppliers and Subcontractors, their agents, and employees adhere to the Contract Documents, and that they order materials on time, taking into account the current market and delivery conditions, and that they provide materials on time. Contractor shall coordinate its Work with that of all others on the Project, including of construction utilities.

§ 3.3.8 Contractor shall establish and maintain bench marks and all other grades, lines, and levels necessary for the Work; report errors or inconsistencies to Owner and Architect before commencing Work; and, if applicable, review the placement of the buildings and permanent facilities on the site with Owner and Architect after all lines are staked out and before foundation Work is started. Contractor shall provide access to the Work for Owner, Architect, other persons designated by Owner, and governmental inspectors. Any encroachments made by Contractor or its Subcontractors on adjacent properties caused by construction as revealed by an improvements survey, except for encroachments arising from errors or omissions not reasonably discoverable by Contractor in the Contract Documents, shall be the sole responsibility of Contractor, and Contractor shall correct such encroachments within thirty (30) days of the improvement survey (or as soon thereafter as reasonably possible), at Contractor's sole cost and expense, either by the removal of the encroachment (and subsequent reconstruction on the Project site) or agreement with the adjacent property Owner (s) (in form and substance satisfactory to Owner in its sole discretion) allowing the encroachments to remain.

§ 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

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correlation with control lines, monuments, and data, as established by surveys furnished by Owner. Work shall be erected square, plumb, level, true to line and grade, in the exact plane and to the correct elevation and/or sloped to drain as indicated. To ensure the proper execution of its subsequent Work, Contractor shall measure all Work already in place (including but not limited to utilities and grades installed or prepared by others) and shall at once report to Architect and Owner any discrepancy between said Work and the Drawings and Specifications for the Work.

§ 3.3.10 Any discrepancy or omission in the dimensions or elections shown on the Drawings and Specifications or found in previous Work which may prevent accurate layout or construction of the Work, shall immediately be reported by Contractor to Owner and Architect. If Contractor performs, permits, or causes performance of any Work when Contractor knows or reasonably should have known that such discrepancy or omission exists, without first obtaining further instruction from Architect or Owner, Contractor shall bear any and all costs arising therefrom including, without limitation, the costs of correction thereof without increase or adjustment in the Contract Sum. Omissions from the Drawings or Specifications, or the misdescription of details of Work which are reasonably inferable in order to carry out the intent of the Drawings and Specifications, or which are customarily performed, shall not relieve contractor from performing such omitted or mis-described details of the Work, and they shall be performed as if fully and correctly set forth and described in the Drawings and Specifications, at no additional cost to Owner.

§ 3.3.11 Contractor shall engage workers who are skilled in performing the Work, and all Work shall be performed with care and skill and in a good workmanlike manner under the full-time supervision of an approved engineer or foreman. Contractor shall be liable for all property damage, including repairs and replacements of the Work and economic losses, which proximately result from the breach of this duty. Contractor shall advise Architect:

1. if a specified product deviates from good construction practices;
2. if following the Specifications will affect any warranties; or
3. any objections which Contractor may have the Specifications.

Nothing contained in Subparagraph 1.1.3 shall alter the responsibilities established in this Subparagraph.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive by making requests for substitutions based on Subparagraph 3.4.2, Contractor:

.1 represents that Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
2. represents that Contractor will provide the same warranty for the substitution that Contractor would for that specified;
3. certifies that the cost data presented is complete and includes all related costs under this Contract except Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
.4 will coordinate the installation for the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. Contractor shall also be responsible for labor peace on the Project and shall at all 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.

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§ 3.4.4 Materials shall conform to manufacturer's standards in effect at the date of execution of the Agreement and shall be installed in strict accordance with manufacturer's directions. Contractor shall, if required by Owner or Architect, furnish satisfactory evidence as to the kind and quality of any materials. All packaged materials shall be shipped to the site in the original containers clearly labeled, and delivery slips shall be submitted with bulk materials identifying thereon the source, and warranting quality and compliance with Contract Documents.

§ 3.4.5 When the Contract Documents require the Work, or any part of same, to be above the standards required by applicable laws, ordinances, rules and regulations, and other statutory provisions pertaining to the Work, such Work shall be performed and completed by Contractor in accordance with the Contract Documents.

§ 3.4.6 When the manufacturer's name, patent numbers, underwriter's labels, model numbers or similar identifying marks are required, such markings shall be located as inconspicuously as possible.

§ 3.5 WARRANTY

(Paragraph deleted)

§ 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)

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watertight. Contractor shall also, at its own expense, repair or replace any other damaged material, finishes, and furnishings, damaged as a result of this water penetration, to return the building(s) to its (their) original condition.

§3.5.9 In addition to the foregoing stipulations, Contractor shall comply with all other warranties referred to in any portions of the Contract Documents or otherwise provided by law or in equity, and where warranties overlap, the more stringent requirement shall govern.

§3.5.10 If for any reason Contractor cannot warrant any part of the Work using material or construction methods that have been specified, or shown, it shall notify Owner and Architect in writing before the Contract is signed, giving reasons, together with the name of product and data on a substitution it can warrant.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall make application, secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract including, without limitation, street openings, sidewalk, and other obstructions, access over public ways and storage necessary for proper execution of the Contract and which are, legally required at the time bids are received or negotiations concluded.

§3.7.1.1 The Contractor shall also obtain all permits and approvals, and pay all fees and expenses, if any, associated with National Pollutant Discharge 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

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Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend to the Owner in writing, an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15. No adjustment in the Contract Time or Contract Sum shall be permitted in connection with a concealed or unknown condition that does not differ materially from those conditions disclosed or based on data provided to Contractor and by the Contractor's prior inspections, tests, reviews, and pre-construction services for the Project; or by the Contractors inspections, tests, reviews and pre-construction services that Contractor had the opportunity and obligation to make in connection with the Project but did not do so.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect in writing. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- **.1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- **.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- **.3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness. If a decision is needed to avoid a delay, Contractor shall notify Architect, Construction manager and Owner in writing sufficiently in advance of needed date to allow reasonable time for selections to be made.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Superintendent shall be satisfactory to the Owner and shall not be changed except with the consent of the Architect, unless the 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.

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§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's review and approval a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised as required herein and at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The schedule shall indicate the proposed starting and completion dates for the various subdivisions of the Work as well as the totality of the Work. The schedule shall be updated every thirty (30) days and submitted to Architect with Contractor's Applications for Payment. Each schedule shall contain a comparison of actual progress with the estimated progress for such point in time stated in the original schedule. If any schedule submitted sets such a date for Substantial Completion for the Work or any phase of the Work beyond the date(s) of Substantial Completion established in the Contract (as the same may be extended as provided in the Contract Documents), then Contractor shall submit to Architect and Owner for their review and approval a narrative description of the means and methods that Contractor intends to employ to expedite the progress of the Work to ensure timely completion of the various phases of the Work as well as the totality of the Work. To ensure such timely completion, Contractor shall take all necessary action including, without limitation, increasing the number of personnel and labor on the Project and implementing overtime and double shifts. In that event, Contractor shall not be entitled to an adjustment in the Contract Sum or the schedule.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's and Owner's approval. The Architect's and Owner's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.10.4 The process of approving Contractor's schedules and updates to Contractor's schedule shall not constitute a warranty by the Owner that any non-Contractor milestones or activities will occur as set out on Contractor's schedule. Approval of a Contractor's schedule does not constitute a commitment by the Owner to furnish any Owner-furnished information or material any earlier than Owner would otherwise be obligated to furnish that information or material under the Contract Documents. Failure of the Work to proceed in the sequence scheduled by Contractor shall not alone serve as the basis for a Claim for additional compensation or time. In the event there is interference with the Work, which is beyond its control, Contractor shall attempt to reschedule the Work in a manner that will hold resulting additional time and cost to a minimum. The construction schedule shall be in a detailed format satisfactory to the Owner and the Architect and shall also:

.1 Provide a graphic representation of all activities and events that will occur during performance of the Work;
.2 identify each phase of construction and occupancy; and
.3 set forth dates that are critical in ensuing the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents hereinafter referred to as Milestone Dates.

§ 3.10.5 The Owner shall have the right to reschedule the time of day for the performance of any part of the Work that may interfere with the operation of the Owner's premises or any tenants or invitees thereof. The Contractor shall, upon the Owner's request, reschedule any portion of the Work affecting operation of the premises during hours when the premises are not in operation. Any rescheduling of performance of the Work under this Subparagraph 3.10.5 may be grounds for an extension of the Contract Time, if permitted under Subparagraph 8.3.1 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.

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§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections (all changes and selections to be approved by Owner and Architect in advance) made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.11.1 At the Date of Substantial Completion and as a condition precedent to final payment, Contractor shall furnish the following documents to Architect for submittal to Owner: Record Drawings showing the field changes and selections (all changes and selections to be approved by Owner and Architect in advance) affecting the general construction, mechanical, electrical, plumbing, and all other Work, and indicating the Work as actually installed. These shall consist of carefully drawn markings on a set of reproducible prints of Architect's Drawings obtained and paid for by Contractor. Contractor shall maintain at the job site one (1) set of Architect's Drawings and indicate thereon each field change as it occurs. The Contractor shall post all Addenda on Construction Documents prior to commencing work on the site.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. If, in the opinion of the Architect, the Shop Drawings, Product Data, Samples and similar submittals are incomplete, indicate an inadequate understanding of the work covered by the submittals, or indicate a lack of study and review by the Contractor prior to submittal to the Architect, the submittals will be returned, unchecked, to the Contractor for correction of these three deficiencies and subsequent re-submittal. Additional service charges as outlined in 3.2.7 may be charged by the Architect in this event.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 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

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in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional and who shall comply with requirements of Owner regarding qualifications and insurance and, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.12.11 The Contractor shall submit Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents to the Architect at least 30 days prior to the date the Contractor needs the reviewed submittals returned. Where colors are to be selected by the Architect, the Contractor shall submit all Samples in adequate time to allow the Architect to prepare a complete selection schedule. In general, all submittals requiring color selection shall be submitted to the Architect within four weeks of the date of the Contract for construction.

§3.12.12 The Contractor shall submit the number of copies of Shop Drawings, Product Data, Samples and similar submittals which the Contractor and his Subcontractors need for their use plus two additional sets for the Architect and one additional set for each of the Architect's consultants involved with the particular section of work. Where shop drawings are involved, the Contractor shall submit one high quality reproducible transparency and one opaque print of the shop drawing for the Architect plus one additional opaque print for each of the Architect's consultants involved with the particular section of work. The reproducible transparency will be marked by the Architect and/or his consultants and returned to the Contractor for his use, distribution, correction or re-submittal as required. The Architect and his consultants will retain the marked up prints. After final review and correction of the submittal, the Contractor shall send two corrected sets to the Architect, and one to each of the Architect's consultants involved with the particular section of work.

§ 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§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

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without written consent of the Owner.

§3.13.3 Contractor shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed to the fullest extent reasonably possible, in such a manner that public areas adjacent to the site of the Work shall be free from all debris, building materials and equipment likely to cause hazardous conditions. Without limitation of any other provision on the Contract Documents, Contractor shall use its best efforts to minimize any interference with the occupancy or beneficial use of: (1) any area and buildings adjacent to the site or the Work or (2) the Building in the event of partial occupancy.

§3.13.4 Without prior approval of the Owner, the Contractor shall not permit any workers to use any existing facilities at the Project site, including without limitation, lavatories, toilets, entrance and parking areas other than those designated by Owner. Without limitation of any other provisions of the Contract Documents, the Contractor shall use its best efforts to comply with all rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project site and the Building, as amended from time to time.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.15.3 Prior to the Architect's inspection for Submittal Completion the Contractor shall clean exterior and interior surfaces exposed to view; remove temporary labels, stains, and foreign substances; polish transparent and glossy surfaces; clean equipment and fixtures to a sanitary condition; replace air filters in mechanical equipment; clean roof, gutters and downspouts; remove obstructions and flush debris from drainage systems; clean site; sweep paved areas and rake clean other surfaces; remove trash and surplus materials from the site.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 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.

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§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless Owner, the Commissioners Court of Owner, all elected officials, employees and agents of Owner of any of the above mentioned parties (the "INDEMNIFIED PARTIES") from and against any and all loss, cost, expense, damage, injury, liability, claim, demand, penalty, or cause of action (including attorneys' fees), directly or indirectly arising out of, resulting from, or related to (in whole or in part), (1) the Work performed hereunder, (2) the Contract, or (3) the act or omission of Contractor, a Subcontractor, or an individual, partnership, joint venture, or corporation (a) directly or indirectly employed by Contractor or a Subcontractor, or (b) for whose acts or omissions Contractor or a Subcontractor may be liable (excluding property damage to the Work itself, covered by Owner's all-risk builder's risk insurance, subject to Contractor's liability for any deductible amounts thereunder). The obligations of Contractor under this indemnification shall apply to all matters except those arising solely from the wanton and willful negligence or the malicious acts or omissions of Owner. Further, the obligations of Contractor under this indemnification shall not extend to the liability of Architect, its agents, or employees, arising our of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs, or Specifications, (2) the giving of or failure to give directions or instructions by Architect, its agents, or employees, provided such giving or failure to give is the primary cause of the injury or damage, or (3) any matter prohibited by Section 130.002, Texas Civil Practice and Remedies Code. Contractor shall promptly advise Owner in writing of any action, administrative or legal proceeding , or investigation as to which this indemnification may apply, and Contractor, at Contractor's expense, shall assume on behalf of Owner and conduct with due diligence and in good faith the defense thereof with counsel satisfactory to Owner; provided, Owner shall have the right to be represented therein by advisory counsel of its own selection and at its own expense; and provided further, that if the defendants in any such action include both Contractor and Owner and Owner shall have reasonably concluded that they may be legal defenses available to it that are different from, or additional to, or inconsistent with, those available to it that are different from, or additional to, or inconsistent with, those available to Contractor. Owner shall have the right to select separate counsel to participate in the defense of such action on its own behalf at Contractor's expense. In the event of failure by Contractor to fully perform in accordance with this indemnification paragraph. Owner, at its option, and without relieving Contractor of its obligations hereunder, may so perform, but all costs and expenses so incurred by Owner in that event shall be reimbursed by Contractor to Owner, together with interest on the same from the date any such expense was paid by Owner until reimbursed by Contractor, at the rate of interest provided to be paid on judgments, by the law of the jurisdiction to which the interpretation of the Contract is subject. The obligations of Contractor under this Section shall survive the expiration of the Contract and specifically shall survive the limitations contained in Subparagraph 15.1 hereof.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 3.19 SUBSTITUTIONS OF PRODUCTS AND SYSTEMS, "OR EQUAL" BRANDS

§ 3.19.1 The materials, products and the systems covered by these specifications have been selected as a standard because of quality, particular suitability, or record of satisfactory performance. It is not intended to preclude the use of equivalent or better materials, products or systems provided that it meet the requirements of the particular project and have been approved in an addendum as a substitution prior to the submission of bids. If prior written approval in an addendum has not been obtained, it will be assumed that the Bid is based upon the materials, products, and systems described in the Bidding Documents and no substitutions will be permitted, except as provided hereinafter.

§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.

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The record set shall be kept up to date on a daily basis and the Architect shall review its status at the project meetings. The Architect shall furnish the Contractor with a blueline set at contract award which shall have all Addenda incorporated. The Owner will pay for the printing of the blueline set. The Architect will incorporate any record information into the construction (CAD) documents and provide the Owner with an electronic copy of the record information on the Construction documents that have all bid and construction changes incorporated. The cost for incorporating the record information into the CD will be paid for by the Owner. The Architect will transmit the electronic CD to the Owner with a copy of the transmittal to the Contractor's construction manager.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect whose status under the Contract Documents shall be that of the former Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate For Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect as a representative of the Owner, will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Architect will be required to make on-site inspections as necessary to 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.

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§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority and responsibility to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve or reject, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations 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

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term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site or to otherwise furnish labor, material, or other services with respect to a portion of the Work. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, but no later than 10 days prior to the submittal date for the Contractor's first Application for Payment, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14 day period shall constitute notice of no reasonable objection. Failure of the Contractor to submit the subject names in a timely manner may delay processing of the Contractor's Application for Payment.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will 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.

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When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity.

§ 5.5 Contractor shall promptly notify Owner and Architect of any material defaults by any Sub-contractor. Notwithstanding any provision contained in Article 5 to the contrary, it is hereby acknowledged and agreed that Owner has in no way agreed, expressly or implicitly, nor will Owner agree, to allow any Sub-contractor or other materialman or workman employed by Contractor the right to obtain a personal judgment or to create a lien against Owner for the amount due from the Contractor.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 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.

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§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be only based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect and is subject to the approval of Owner.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work. Except as permitted in Paragraph 7.3 and 9.7, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited, to all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

§7.2.3 Contractor shall keep and periodically submit to Owner copies of a log for all Change Orders.

§ 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;

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.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit not to exceed a total maximum of **fifteen** percent **(15%)** for all Work, and further limited to as follows, not to exceed five percent (5%) for Work done by Contractor's employees and **ten** percent **(10%)** of such Work's actual cost to be apportioned between any and all Subcontractors and Sub-subcontractor. "*Actual cost*" does not include any item that could be deemed to be a general conditions cost or overhead, such as, but not limited to, the cost of Contractor and Subcontractor supervisory personnel assigned to the Work, and field office and related expenses. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

.5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 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.

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§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority after having obtained Owner's approval to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.1.1 The Work shall be fully completed within the time limit and/or date stated in the Contract between Owner and Contractor.

§ 8.1.1.2 Liquidated Damages: If the Contractor should fail to fully complete the Work within the stated time (subject however to extension of time duly granted in the manner and for the causes specified in the General Conditions), Contractor shall be charged by and shall pay to Owner, as liquidated damages, the sum specified in Article 3.1 of the Modified AIA document A101 – 2007 Edition per calendar day that the Work remains incomplete beyond the time fixed for completion. Contractor hereby agrees that from the nature of the project it would be impracticable and extremely difficult to fix the actual damage that would or will be suffered in the event that Contractor should fail to fully complete the Work by the time limit or date stated and the amount of the liquidated damages are fair and reasonable. The parties agree that the liquidated damages are a reasonable forecast of just compensation for the harm done to Owner that would be caused by Contractor's failure to timely complete the Work. Contractor agrees that the amount of liquidated damages due Owner may be deducted by Owner from any monies that might otherwise be or become payable to Contractor.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be 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.

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§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents. Contactor shall not be entitled to damages of any type for delays caused by Owner, his servant, agents, employees, or separate Contractors hired or retained by Owner. Contractor may receive an extension or extensions for additional time in which to complete the Contract but shall not receive any damages of any type for such delays. Changes in the Work, regardless of the extent or number of such Changes or Owner's exercise of any of its remedies of suspension of the Work or requirement of correction or re-execution of any defective Work, shall not under any circumstances be construed as intentional interference with Contractor's performance of the Work.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.1 Commitment of Current Revenues Only. As reflected in paragraph 4.5 of the modified AIA document A 101 – 2007 Edition by and between Owner and Contractor dated of even date herewith, in the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Contract, then any party may terminate this Contract upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Owner and to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work which in the aggregate equals the total Contract Sum, divided so as to facilitate payments to Subcontractors, supported by such evidence of correctness as Architect may direct or as required by Owner. This schedule, when approved by Architect and Owner, shall be used to monitor the progress of the Work and as a basis for Certificates for Payment. All items with entered values will be transferred by Contractor to the "Application and Certificate for Payment," and shall include the latest approved Change Orders and Construction Change Directives. Change Order values and Construction Change Directives values shall be broken down to show the various subcontracts. The Application for Payment shall be on a form as provided by Architect and approved by Owner. Each item shall show its total scheduled value, value of previous applications, value of the application, percentage completed, value completed, and value yet to be completed. All blanks and columns must 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

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claims under the laws of the state within which the Project is located and shall be delivered to Architect together with Contractor's waiver and release of liens and claims at the time of submission of the Application for Payment.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing by the Owner and Surety. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site. Under no circumstances will the Owner reimburse the Contractor for down payments, deposits, or other advance payments for materials or equipment.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work. The vesting of such title shall not impose any obligations on Owner or relieve Contractor of any of its obligations under the Contract, that Contractor shall remain responsible for damage to or loss of the Work, whether completed or under construction, until responsibility for the Work has been accepted by Owner in the manner set forth in the Contract Documents.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is 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

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Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

.1 defective Work not remedied;
.2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
.5 damage to the Owner or a separate contractor;
.6 reasonable evidence that the Work will not be completed within the Contract Time, or that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
.7 failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.5.4 Notwithstanding any provision contained within this Article, if the Work has not attained Substantial Completion 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.

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§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 DELETED.

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not, for reasons other than a default of the Contract, including, but not limited to, those defaults set forth in Clauses 9.5.1.1 through 9.5.1.7 pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect , then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.7.1 If Owner is entitled to reimbursement or payment from Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if Contractor fails to promptly make any payment due Owner, or if Owner incurs any costs and expenses to cure any default of Contractor or to correct defective Work, Owner shall have an absolute right to offset such amount against the Contract Sum and may, in Owner'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

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(30) consecutive calendar days or as agreed upon following the Date of Substantial Completion. If Contractor requests a Substantial Completion review, and Architect, after performing the Substantial Completion review, finds that the Project was not ready for the Substantial Completion review, then Contractor shall pay the Architect's fees for any additional Substantial Completion reviews.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§9.8.6 In order for the project or a major portion thereof to be considered substantially complete, the following conditions must be met: (1) All inspections by governmental authorities have jurisdiction over the project must have been finalized, any remedial work required by those authorities must have been completed, and Certificates of Occupancy and similar governmental approval forms must have been issued and copies delivered to the Owner and Architect. (2) All work, both interior and exterior, shall have been completed and cleaned except minor items which if completed after occupancy, will not, in the Owner's opinion, cause interference to the Owner's use of the building or any portion thereof. A significantly large number of items to be completed or corrected will preclude the Architect from issuing a Certificate of Substantial Completion. The Owner and Architect will be the sole judge of what constitutes a significantly large number of items.

§9.8.7 After the date of Substantial Completion of the Project, 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.

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§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;
- **.3** terms of special warranties required by the Contract Documents; or
- **.4** faulty or defective Work appearing after Substantial Completion.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

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.

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§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying Owners and users of adjacent sites and utilities. The Contractor shall also be responsible, at the Contractor's sole cost and expense, for all measures necessary to protect any property adjacent to the project and improvements therein. Any damage to such property or improvements shall be promptly repaired by the Contractor.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 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.

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§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 DELETED.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor and Owner from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- **.1** Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- **.2** Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- **.3** Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- **.4** Claims for damages insured by usual personal injury liability coverage;
- **.5** Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- **.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

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part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.1.5 SCHEDULE OF INSURANCE COVERAGES

§ 11.1.5.1 Contractor shall carry and keep in full force for the duration of the project the following Coverage.

Coverage	Minimum Amounts and Limits
Worker's Compensation	Statutory Limits
Employer's Liability:	
Bodily Injury by Accident	$500,000.00/each accident
Bodily Injury by Disease	$500,000.00/each employee
Bodily Injury by Disease	$500,000.00/Policy Limit
Commercial General Liability	
Bodily Injury/Property Damage	$1,000,000.00 per occurrence $2,000,000.00 aggregate

(Premises Operations, Independent Contractors, Product/Completed Operations, Personal Injury, Contractual Liability, Explosion, Collapse, Underground and Broad Form Property Damage).

Comprehensive Automobile Liability	$1,000,000.00 Combined Single Limit per Occurrence

Auto liability insurance shall be on a standard form written to cover all owned, hired, and non-owned automobiles. The policy shall be endorsed to include the Indemnified Parties (paragraph 3.18) as additional insured, contain cross-liability and severability of interest endorsements, and state that this insurance is primary insurance as regards to any other insurance carried by the Indemnified Parties (see paragraph 3.18).

§11.1.5.2 All policies shall contain special endorsements to include:

.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;

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f. Personal Injury Liability with the contractual exclusions removed;
g. Cross Liability Endorsement.

§11.1.5.6 Umbrella Excess Liability Insurance

Bodily Injury and	$2,000,000.00 per occurrence
Property Damage	$2,000,000.00 aggregate

This policy shall be written on an umbrella excess basis above, the coverage described in this Article 11. The policy shall be endorsed to include the Indemnified Parties (3.18) as additional insureds. The policy shall contain cross-liability and severability of interest endorsements and shall state, as regard the Indemnified Parties that the insurance is primary insurance as to any other insurance carried by any Indemnified Party. The policy shall be endorsed to provide the defense coverage obligation.

§11.1.6 Further, Contractor shall require all Subcontractors to carry similar insurance coverage and limits of liability as required under this Article 11, adjusted to the nature of Subcontractor's operations and submit same to Owner for approval before any Work commences.

§11.1.7 In the event Contractor fails to obtain the required certificates of insurance from the Subcontractor and a claim is made or suffered, Contractor shall indemnify, defend, and hold harmless the indemnified parties from any and all claims for which the required insurance would have provided coverage.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.2.1 By signing the Contract or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that coverage will be based on proper reporting or classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance 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.

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§ 11.3.1.1.1 For any claim made against Contractor's Builder's Risk Insurance, the deductible shall not exceed $2,500.00 for a Contract Sum of less than $4 million. For a Contract Sum of $4 million or more, the deductible shall not exceed $5,000.00.

§11.3.1.1.2 The Contractor waives all rights against (1) Owner, the Subcontractors, Sub-subcontractors, agents, and employees, and (2) the Architect, Architect's consultants, separate contractors, if any, and any of their Subcontractors, Sub-subcontractors, agents, and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this paragraph or other property insurance applicable to the Work, except such rights as Contractor has to proceeds of such insurance held by the Contractor as a fiduciary. The Contractor, as appropriate, shall require of any separate contractors, Subcontractors, Sub-subcontractors, agents, and employees of any of them by appropriate written agreements, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had a insurable interest in the property damaged.

§11.3.1.1.3 The Contractor as fiduciary shall have power to adjust and settle a loss with insurers. The Contractor shall pay all Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements shall require Subcontractors to make payment to their Sub-subcontractors in similar manner. If required in writing by a party in interest, the Contractor as fiduciary shall, upon occurrence of insured loss, give bond for proper performance of the Contractor's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Contractor shall deposit in a separate account proceeds so received, which the Contractor shall distribute in accordance with such agreement as the parties in interest may reach. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor under the insurance proceeds.

§ 11.3.1.2 DELETED.

§ 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

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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 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.

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§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect as incomplete, defective, or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the entire Work (unless otherwise provided in any Certificate of Partial Substantial Completion approved by the parties), or within such longer period of time as may be prescribed by law or in equity, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be defective or otherwise not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This corrective period shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. Corrective Work shall be warranted to be free from defects for a period equal to the longer of six (6) months after the completion of the corrective Work or one (1) year after the Date of Substantial Completion (subject to extension as previously described) or such longer period of time as may be prescribed by law or in equity, or expiration of the term of any applicable special warranty, if applicable, required by the Contract Documents. Any defect in such Work shall be corrected again by Contractor promptly upon notice of the defect from Owner. This obligation under this Subparagraph 12.2.2.1 shall survive acceptance of the Work under the Contract and termination of the Contract by the Owner. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 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

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Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice or if delivered by facsimile to the offices of the person or corporation for which it was intended. Facsimiles received after 5:00 p.m. on a business day, or on a weekend or legal holiday on which the recipient's offices are closed, notice shall be deemed to have been duly served on the next business day.

§ 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

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otherwise defective Work, or if the necessity of any such testing, inspection, or approval procedures arises out of the fault, neglect, or omission of Contractor, Contractor shall bear all costs of such testing, inspection, and approval procedures and all other costs made necessary by Contractor's failures, including, without limitation, those costs of repeated and additional procedures and compensation for Architect's services and expenses of Owner's personnel and consultant fees and expenses. Such costs shall be paid by Contractor within ten (10) days of receipt of invoice from Owner with supporting data attached.

§ 13.5.4 Required certificates of testing, inspection or approval shall, be secured by the Contractor and delivered to Owner, unless such testing or inspection services are arranged by Owner.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

An overdue payment bears interest at the rate of zero 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

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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;

(Paragraphs deleted)

§ 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

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payment for Work properly executed in accordance with the Contract Documents (the basis for such payment shall be as provided in the Contract) and for costs directly related to Work thereafter performed by Contractor in terminating such Work or subcontract including reasonable demobilization and cancellation charges provided said Work is authorized in advance by Architect and Owner. No payment shall be made by Owner, however, to the extent that such Work or subcontract is, was, or could have been terminated under the Contract Documents or an equitable adjustment is made or denied under another provision of the Contract. In case of such termination, Owner will issue a Construction Change Directive or authorize a Change Order making any required adjustment to the Date of Substantial Completion and/or the Contract Sum. For the remainder of the Work, the Contract Documents shall remain in full force and effect.

§14.2.6 Owner shall not be responsible for damages for loss of anticipated profits on Work not performed on account of any termination described in Subparagraph 14.2.5.

§14.2.7 Upon a determination by a court of competent jurisdiction that termination of Contractor pursuant to Subparagraph 14.2.1 was wrongful, such termination will be deemed converted to a termination for convenience pursuant to Subparagraph 14.2.5 and Contractor's remedy for wrongful termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in Subparagraph 14.2.5

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- **.1** that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- **.2** that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- **.1** cease operations as directed by the Owner in the notice;
- **.2** take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- **.3** except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

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

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by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Said written notice of claims shall state specifically the reason for the claim, the date or dates of the cause or causes of the claim, and if any extension of time is requested, the number of days of extension requested.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Said notice shall itemize all claims and shall contain sufficient detail and substantiating data to permit evaluation of same by Owner and Architect. No such claim shall be 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

(Paragraphs deleted)

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.

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§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim in whole or in part, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the 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.

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§ 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.

OP ID: CM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/04/10

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Barmore Insurance Agency, Inc. P.O. Box 34796 Houston, TX 77234-4796 Mike Barmore, CIC, CPA 713-209-2800 713-209-2899	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: DANNE-1
INSURED Dannenbaum Engineering Corp., see comments for full name ins ETAL P O Box 22292 Houston, TX 77027	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Continental Casualty — 20443 INSURER B : Valley Forge Insurance Co — 20508 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
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 INCL	06/01/10	06/01/11	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 $ 700,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
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 $ $ $
A	UMBRELLA LIAB X OCCUR EXCESS LIAB 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 DESCRIPTION OF OPERATIONS below	N/A		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	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: Building repairs, renovations, additions, and/or new construction on an as needed basis for Hidalgo County
DEC Project No. 0045-25

CERTIFICATE HOLDER

HIDALGO

Hidalgo County
Attn: County Judge
100 E. Cano,2nd. Floor
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

JM Barmore

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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.

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;

approved

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

2. AI-22079 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.

approved

F. District Courts

1. AI-23251 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.

approved

G. WIC

1. AI-23145 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.

approved

H. Budget & Management

1. AI-23268 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.

approved

I. Colonia Access Program Pct. 1

1. AI-23170 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).

approved

J. Auditor's Office

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

AI-25050 **13.C.**

BCAP - Precinct No.2 - Round II Invoice No. 2891 R. Gutierrez Engineering Corporation

CC CONSENT

Date:	02/08/2011
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department

Information

CAPTION

Acceptance and approval of payment for Invoice No. 2891 in the amount of $2,110.80 (2nd Call, various projects) as submitted by project engineer R. Gutierrez Engineering Corporation.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 0	ACCT. #: 0-1311-431-00-122-484-1-334
FUNDS AVAILABLE Y/N?: Y	MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

P.O.# 612349 available balance is $2,110.80 as of February 3, 2011; pending carryover to year 2011.

Attachments

Link: Invoice No.2891 R. Gutierrez Engineering Corp. - Morning Sun Subdivision

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	01/27/2011 11:22 AM	APRV
2	Purchasing Department	Marty Salazar	01/28/2011 03:55 PM	APRV
3	Budget & Management	Erika Zamora	01/28/2011 04:15 PM	APRV
4	Roland Garcia	Rolando Garcia	02/03/2011 09:57 AM	APRV
5	Auditor's Office		02/04/2011 04:45 PM	NEW

Form Started By: Marcie Jackson — Started On: 01/27/2011 10:48 AM

Final Approval Date: 02/04/2011

R. Gutierrez Engineering Corporation

130 E. Park
Pharr, TX 78577

AI-25050 02/08/11 C

Invoice Number: 2891
Wednesday, December 01, 2010

Invoice

To: Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577
Attention: Hector Palacios, Commissioner

Project: ENG05.012q Morning Sun

Professional Services for the Period: 11/1/2010 to 11/30/2010

Billing Group: 01 *Phased Fixed Fee*

Contract #: C-CAP-08-015-09-02(WA#1)(PO#612349)

Billing Fee: $10,554.00

Phase	Phase Fee	Percent of Total Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee
Preliminary Design Phase	4,221.60	40.00	100.00	4,221.60	4,221.60	0.00
Schematic Design Phase	4,221.60	40.00	100.00	4,221.60	4,221.60	0.00
Construction Phase	2,110.80	20.00	100.00	2,110.80	0.00	2,110.80
				Total Phases:		***$2,110.80***

Phase Billing Totals: ***$2,110.80***

REQ# 141900 P.O.# 612349
0-1311-431-00-122-484-1-334→$2,110.80
MORNING SUN SUBDIVISION

Billing Group Subtotal: 2,110.80

Project Totals:

****** Total Project Invoice Amount:*** ***$2,110.80***

Billing Summary

	Current	Prior	Total
Professional Services:	$2,110.80	$8,443.20	$10,554.00
Reimbursable Expenses:	$0.00	$0.00	$0.00
Outside Services:	$0.00	$0.00	$0.00
Other Services and Fees:	$0.00	$0.00	$0.00
Finance Charges:	$0.00	$0.00	$0.00
Taxes:	$0.00	$0.00	$0.00
Totals:	*$2,110.80*	*$8,443.20*	*$10,554.00*

INVOICE RECEIVED BY: _____ ON 12/3/10
GOODS/SERVICES RECEIVED BY: _____ ON 12/3/10

R. Gutierrez Engineering Corporation
Border Colonia Access Program - Round II
Contract No: C-CAP-08-015-05-06(WA#1)
PO No: 612349

Work Authorization Number 1
Schedule of Values

TWDB ID#	Colonia Name	Engineering Fee	Preliminary Design Ph. (%)	Prelimary Design Phase 40%	Final Design Phase (%)	Final Design Phase 40%	Construction Phase (%)	Construction Phase 20%	Total This Invoice	Previous Payment	Current Amount Earned	% Complete	Engineering Fee Available Balance
M1080253	Eldora/1426	$ 11,419.83	100%	$ 4,567.93	100%	$ 4,567.93	100%	$ 2,283.97	$ 11,419.83	$ 11,419.83	$ -	100%	$ -
M1080568	Primavera I	$ 16,613.90	100%	$ 6,645.56	100%	$ 6,645.56	100%	$ 3,322.78	$ 16,613.90	$ 16,613.90	$ -	100%	$ -
M1080683	South Fork Estates	$ 29,325.00	100%	$ 11,730.00	100%	$ 11,730.00	100%	$ 5,865.00	$ 29,325.00	$ 29,325.00	$ -	100%	$ -
M1080740	Tiny Acres	$ 8,320.50	100%	$ 3,328.20	100%	$ 3,328.20	0%	$ -	$ 6,656.40	$ 6,656.40	$ -	80%	$ -
M1080252	Eldora Gardens	$ 6,774.00	100%	$ 2,709.60	100%	$ 2,709.60	100%	$ 1,354.80	$ 6,774.00	$ 6,774.00	$ -	100%	$ -
M1080412	Las Haciendas	$ 16,998.30	100%	$ 6,799.32	100%	$ 6,799.32	100%	$ 3,399.66	$ 16,998.30	$ 16,998.30	$ -	100%	$ -
M1080365	LJ #1	$ 25,272.40	100%	$ 10,108.96	100%	$ 10,108.96	100%	$ 5,054.48	$ 25,272.40	$ 25,272.40	$ -	100%	$ -
M1080693	South Side Village	$ 4,518.50	100%	$ 1,807.40	100%	$ 1,807.40	0%	$ -	$ 3,614.80	$ 3,614.80	$ -	80%	$ 903.70
M1080620	Roadrunner #2	$ 34,196.80	100%	$ 13,678.72	100%	$ 13,678.72	100%	$ 6,839.36	$ 34,196.80	$ 34,196.80	$ -	100%	$ -
M1080596	Rancho Escondido	$ 24,147.20	100%	$ 9,658.88	100%	$ 9,658.88	0%	$ -	$ 19,317.76	$ 19,317.76	$ -	80%	$ 4,829.44
M1080557	Pentecostal	$ 9,407.50	100%	$ 3,763.00	100%	$ 3,763.00	0%	$ -	$ 7,526.00	$ 7,526.00	$ -	80%	$ 1,881.50
M1080406	Las Brisas	$ 57,982.80	0%	$ -	0%	$ -	0%	$ -	$ -	$ -	$ -	0%	$ -
M1080767	Val Bar	$ 7,378.00	100%	$ 2,951.20	100%	$ 2,951.20	0%	$ -	$ 5,902.40	$ 5,902.40	$ -	80%	$ 1,475.60
M1080494	North Alamo Village	$ 21,584.10	100%	$ 8,633.64	100%	$ 8,633.64	100%	$ 4,316.82	$ 21,584.10	$ 21,584.10	$ -	100%	$ -
M1080503	Northside Village	$ 10,518.40	100%	$ 4,207.36	100%	$ 4,207.36	100%	$ 2,103.68	$ 10,518.40	$ 10,518.40	$ -	100%	$ -
M1080484	Morning Sun	$ 10,554.00	100%	$ 4,221.60	100%	$ 4,221.60	100%	$ 2,110.80	$ 10,554.00	$ 8,443.20	$ 2,110.80	100%	$ -
M1080240	El Charro	$ 44,275.50	100%	$ 17,710.20	100%	$ 17,710.20	100%	$ 8,855.10	$ 44,275.50	$ 44,275.50	$ -	100%	$ -
M1080199	Country Living Estates	$ 19,002.00	100%	$ 7,600.80	100%	$ 7,600.80	100%	$ 3,800.40	$ 19,002.00	$ 19,002.00	$ -	100%	$ -
M1080605	Red Barn	$ 5,315.10	100%	$ 2,126.04	100%	$ 2,126.04	100%	$ 1,063.02	$ 5,315.10	$ 5,315.10	$ -	100%	$ -
M1080580	RSW Unit #1	$ 17,683.40	100%	$ 7,073.36	100%	$ 7,073.36	100%	$ 3,536.68	$ 17,683.40	$ 17,683.40	$ -	100%	$ -
		$ 381,287.23		$ 129,321.77		$ 129,321.77		$ 53,906.55	$ 312,550.09	$ 310,439.29	$ 2,110.80		$ 9,090.24

Project Completion

Anticipated Completion Date _____

Extension _____

Date Extension was approved in Court _____

Project Engineer

Name (Print) Ramiro Gutierrez

Signature _____

Date 12-1-10

Colonia Access Program Director _____

Date _____

AI-25154 **13.D.**

BCAP Application for Payment No.2 - Aldamas I & II Subdivision Precinct No.2

CC CONSENT

Date:	02/08/2011
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department

Information

CAPTION

Approval of Application for Payment #2 in the amount of $88,480.80 from Total Commitment, LLC, contracted vendor for Aldamas I & II Subdivisions as reviewed and submitted by project engineer SAM Engineering & Surveying, Inc. (C-CAP-10-232-08-10).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 0 ACCT. #: 0-1312-431-00-122-937-0-841/733

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

BUDGETARY IMPACT:

P.O.# 649644 available balances as of 2/03/11; pending carryover to 2011.

Attachments

Link: Application for Payment No.2 Aldamas I & II Subdivision

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	02/02/2011 04:26 PM	APRV
2	Purchasing Department	Marty Salazar	02/03/2011 01:31 PM	APRV
3	Budget & Management	Erika Zamora	02/03/2011 02:31 PM	APRV
4	Roland Garcia	Rolando Garcia	02/04/2011 01:31 PM	APRV
5	Auditor's Office		02/04/2011 04:45 PM	NEW

Form Started By: Marcie Jackson Started On: 02/02/2011 03:57 PM

Final Approval Date: 02/04/2011

APPLICATION FOR PAYMENT NO. 2

To: Hidalgo County (OWNER)
From: Total Commitment, LLC (CONTRACTOR)
Contract: C-CAP-10-232-08-10
Project: ALDAMAS I & II SUBDIVISIONS
Owner's Contract No. C-CAP-10-232-08-10 Engineer's Project No.
For Work accomplished through the date of: January 13, 2011

1. Original Contract Price:		$ 376,612.50
2. Net change by Change Order and Written Agreements(+or-):	(+)	$ 20,250.00
3. Current Contract Price (1 plus 2):		$ 396,862.50
4. Total completed and stored to date:		$ 138,166.00
5. Retainage (per Agreement):		
10% of completed Work: $ 13,816.60		
0% of stored material		
Total Retainage:		$ 13,816.60
6. Total completed and stored to date less retainage (4 minus 5)		$ 124,349.40
7. Less previous Application for Payments:		$ 35,868.60
8. AMOUNT DUE THIS APPLICATIO		$ 88,480.80

REQ# 186323 P.O.# 649644
0-1312-431-00-122-937-0-841→$9,162.00
<-916.20>=$8,245.80

REQ# 186323 P.O.# 649644
0-1312-431-00-122-937-0-733→$89,150.00
<-8,915.00>=$80,235.00

Accompanying Documentation:
* APPLICATION AND CERTIFICATION OF PAYMENT
* SCHEDULE OF VALUES A/K/A 1257 / 1258
* ESTIMATE QUANTITY UPDATE WORKSHEET
* LIST OF SUPPLIERS AND SUB-CONTRACTORS
* PARTIAL WAIVER OF LIENS (SUB-CONRACTORS / SUPPLIE
*Tx DoT FORM 252 CONTRACT TIME STATEMENT
* PARYROLL REPORT W / SIGNED WAGE FORM

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 2 inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date 1/14/2011

TOTAL COMMITMENT, LLC
CONTRACTOR
By:
Pedro A. Gutierrez Jr. / Member

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 14 day of January 2011

Notary Public
My Commission expires: 7-6-13

Michael Israel Lerma
Notary Public, State of Texas
My Commission Expires:
July 6, 2013

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date

SAM ENGINEERING & SURVEYING, INC.
ENGINEER
By:
SAMUEL D. MALDONADO
Exhibit E-C

INVOICE RECEIVED BY: ON 1/28/11
GOODS/SERVICES RECEIVED BY: ON 1/28/11

Total Commitment	Contractor Name
October 28, 2010	Starting Date
February 15, 2011	Project Ending Date
10%	Retainage Percent

Application No:	**2**
Application Date:	**January 27, 2011**
Period To:	
Engineer Firm:	**SAM Engineering & Surveying**

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
3C1080937	Aldamas Unit I & II Subd.	$ 376,612.50	$ 396,862.50	$ 39,854.00	$ 98,312.00	$ -	$138,166.00	$ 258,696.50	$ 13,816.60	$ 124,349.40	$ 35,868.60	$ 88,480.80
		$ 376,612.50	$ 396,862.50	$ 39,854.00	$ 98,312.00	$ -	$138,166.00	$ 258,696.50	$ 13,816.60	$ 124,349.40	$ 35,868.60	$ 88,480.80

TOTAL COMMITMENT	Contractor Name
10/28/2010	Starting Date
2/15/2011	Project Ending Date
ALDAMAS I & II	Engineer's / County Project Description

Application No.: 2
Application Date: 1/21/2011
Period To: 1/22/2011
Engineer's / County Project No.: C-CAP-10-232-08-10

No.	Item Code	Description	Unit	Original Rates	Original Schedule Value		Revised Rates	Revised Schedule Value		First Month			Second Month			Third Month			Total to Date	Balance To Finish	
					Quan	Dollars		Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)		Quan	Dollars
		ROADWAY			29.72																
1	100	PREPARING ROW	STA	$ 500.00	~~29.7~~	$ 14,860.00	$ -	0.0	-	29.72	29.72	$ 14,860.00	-	29.72	-	-	-	-	$ 14,860.00	0	$ -
2	152	6" ROAD GRADER WORK (DENS.CONT.)SUBGRA	SY	$ 1.50	12,216.0	$ 18,324.00	$ -	0.0	-	0.00	0.00	$ -	6,108.00	6,108.00	$ 9,162.00	-	-	-	$ 9,162.00	6,108	$ 9,162.00
3	247	8" FLEX BASE (COMPL IN PLC) (TY-D GR6 CL2)	SY	$ 6.00	11,540.0	$ 69,240.00	$ -	0.0	-	0.00	0.00	$ -	-	-	-	-	-	-	-	11,540	$ 69,240.00
4	260	LIME TREATMENT AT 3%	TONS	$ 160.00	104.0	$ 16,640.00	$ -	0.0	-	0.00	0.00	$ -	-	-	-	-	-	-	-	104	$ 16,640.00
5	310	ASPH MATRL (MC-30)	GAL	$ 5.00	2,309.0	$ 11,545.00	$ -	0.0	-	0.00	0.00	$ -	-	-	-	-	-	-	-	2,309	$ 11,545.00
6	340	1 1/2" HOT MIX ASPHALT CONC. TYPE -D	SY	$ 6.00	9,854.0	$ 59,124.00	$ -	0.0	-	0.00	0.00	$ -	-	-	-	-	-	-	-	9,854	$ 59,124.00
7	500	MOBILIZATION	LS	$ 1,000.00	1.0	$ 1,000.00	$ -	0.0	-	1.00	1.00	$ 1,000.00	-	1.00	-	-	-	-	$ 1,000.00	0	$ -
8	502	BARRICADES, SIGN AND TRAFFIC HANDLING	MO	$ 350.00	2.0	$ 700.00	$ -	0.0	-	1.00	1.00	$ 350.00	-	1.00	-	-	-	-	$ 350.00	1	$ 350.00
		Total Roadway				$ 191,433.00						$ 16,210.00			$ 9,162.00				$ 25,372.00		$ 166,061.00
		DRAINAGE																			
9	530	DRIVEWAY (CONCRETE)	SY	$ 29.25	838.0	$ 24,511.50	$ -	0.0	-	0.00	0.00	$ -	-	-	-	-	-	-	-	838	$ 24,511.50
10	465	INLET (COMPLETE)(TYPE A)	EA	$ 2,000.00	8.0	$ 16,000.00	$ -	0.0	-	4.00	0.00	$ 8,000.00	4.00	4.00	$ 8,000.00	-	-	-	$ 16,000.00	0	$ -
11	465	4' CONC. STORM MANHOLE	EA	$ 2,100.00	6.0	$ 12,600.00	$ -	0.0	-	2.00	0.00	$ 4,200.00	4.00	4.00	$ 8,400.00	-	-	-	$ 12,600.00	0	$ -
12	506	TEMP SEDMTCONT FENCE	LF	$ 2.00	6,000.0	$ 12,000.00	$ -	0.0	-	0.00	0.00	$ -	2,000.00	2,000.00	$ 4,000.00	-	-	-	$ 4,000.00	4,000	$ 8,000.00
13	506	TEMP SEDMT CONT FENCE (REMOVE)	LF	$ 0.50	6,000.0	$ 3,000.00	$ -	0.0	-	0.00	0.00	$ -	-	-	-	-	-	-	-	6,000	$ 3,000.00
14	529	CONC CURB & GUTTER (18"X12")	LF	$ 6.25	6,440.0	$ 40,250.00	$ -	0.0	-	0.00	0.00	$ -	-	-	-	-	-	-	-	6,440	$ 40,250.00
15	529	VALLEY GUTTER	SY	$ 36.00	34.0	$ 1,224.00	$ -	0.0	-	0.00	0.00	$ -	-	-	-	-	-	-	-	34	$ 1,224.00
16	530	DRIVEWAY (ASPH CONC PAV) (PB-1)	SY	$ 22.00	575.0	$ 12,650.00	$ -	0.0	-	0.00	0.00	$ -	-	-	-	-	-	-	-	575	$ 12,650.00
17	556	18" RCP STORM DRAIN CL III	LF	$ 24.00	140.0	$ 3,360.00	$ -	0.0	-	72.00	0.00	$ 1,728.00	68.00	68.00	$ 1,632.00	-	-	-	$ 3,360.00	0	$ -
18	556	24" RCP STORM DRAIN CL III	LF	$ 28.00	1,978.0	$ 55,384.00	$ -	0.0	-	272.00	0.00	$ 7,616.00	1,706.00	1,706.00	$ 47,768.00	-	-	-	$ 55,384.00	0	$ -
		OUT FALL EXCAVATION	CY	$ 7.00	600.0	$ 4,200.00	$ -	0.0	-	300.00	0.00	$ 2,100.00	300.00	300.00	$ 2,100.00	-	-	-	$ 4,200.00	0	$ -
		Total Drainage				$ 185,179.50						$ 23,644.00			$ 71,900.00				$ 95,544.00		$ 89,635.50
		TOTAL BASE AMOUNTS				$ 376,612.50			376,612.50			$ 39,854.00			$ 81,062.00				$ 120,916.00		$ 255,696.50
19	CO#1	SANITARY SEWER SERVICE ADJUST.	EA	$ -	0	$ -	$ 750.00	27.0	$ 20,250.00	0.00	0.00	$ -	23.00	23.00	$ 17,250.00	-	-	-	$ 17,250.00	4	$ 3,000.00
		TOTAL BASE AMOUNT PLUS CO:				$ 376,612.50			$ 396,862.50			$ 39,854.00			$ 98,312.00				$ 138,166.00		$ 258,696.50

Samuel D Maldonado
Print Name

Signature

1/28/2011
Date

STATE OF TEXAS
SAMUEL D. MALDONADO
91809
LICENSED
PROFESSIONAL ENGINEER

Exhibit E-O

AI-25094 **13.E.**

Approval of Final Construction Contract-La Mesa Subdivision-Pct 1, 3rd Call BCAP

CC CONSENT

Date:	02/08/2011
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Agapito Vargas
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Approval of final construction contract (Awarded by CC-12-13-10) for C-CAP-10-357-12-13 Road & Drainage Construction for La Mesa Subdivision between Hidalgo County and Asago Construction in the amount of $236,531.30.

BACKGROUND

Only two (2) pages of contract (include contract #, awarded vendor name, amount) are provided as back up due to contract being too lengthy. Auditor's department is provided with one (1) fully executed original contract; Project Engineer: TEDSI Infrastructure Group.

Fiscal Impact

FISCAL YEAR: 2010	ACCT. #: 0-1312-431-00-121-387-0-73X
FUNDS AVAILABLE Y/N?: Y	MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

731 - "Roads"-Available balance as of 2-3-11 $158,112.08
733 - "Drainage Ditches-Available balance as of 2-3-11 $60,500.00, pending year end carryover.

FISCAL YEAR: 2010	ACCT. #: 0-1200-431-00-121-387-0-731
FUNDS AVAILABLE Y/N?: Y	MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance as of 2-3-11 $27,000.00, pending year end closing.

Attachments

Link: la mesa 2 pg contract.25094

Link: ai request.25904

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/03/2011 09:01 AM	APRV

2	Budget & Management	Erika Zamora	02/03/2011 10:53 AM	APRV
3	Ivan Cantu	Ivan Cantu	02/03/2011 01:21 PM	APRV
4	Auditor's Office		02/04/2011 04:45 PM	NEW

Form Started By: Yvette Islas Started On: 01/31/2011 10:11 AM

Final Approval Date: 02/04/2011

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C-CAP-10-357-12-13

This Agreement, entered into this **13th** day of **December**, 20**10** by and between Hidalgo County (hereinafter called the "OWNER," and **Asago, LLC dba Asago Construction** (a Texas corporation), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

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

ROAD & DRAINAGE CONSTRUCTION FOR LA MESA SUBDIVISION

Hereinafter called the project, for the sum of **two hundred and thirty six thousand, five hundred thirty one ($236,531)** Dollars and **thirty ($0.30)** Cents and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **TEDSI Infrastructure Group**, entitled the Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within 210 consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of $200.00 for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

IN WITNESS WHREOF, the parties to these present have executed this contract in six (6) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

APPROVED BY COMMISIONERS COURT ON, **December 13, 2010**.

Asago, LLC dba Asago Construction

CONTRACTOR: _____

Print Name & Title: Raul Iglesias, Managing Partner
Name of Firm: Asago, LLC dba Asago Construction
Address: 2113 Pecos Mission TX 78572
Fed I.D. #/SS #: 74-282-1087

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the 29th day of December 2010, by Raul Iglesias, Managing Partner (Title) Of and on behalf of Asago, LLC dba Asago Construction (A corporation)

ANNELIZ STOUT
Notary Public
STATE OF TEXAS
My Comm. Exp. Sep. 20, 2011

_____
Notary Public-Signature

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.
800 Pecan
McAllen, Texas 78504

BY: _____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COUNTY OF HIDALGO:

_____
Ramon Garcia, County Judge

From:	marcie.jackson
To:	"Valde "
Cc:	dina.trevino@co.hidalgo.tx.us; "Yvette Islas"; "John Paul Lugo"; katia.garcia@auditor.co.hidalgo.tx.us
Subject:	Request Approval of Final Contract - La Mesa Subdivision
Date:	Monday, January 31, 2011 1:37:06 PM
Attachments:	contract la mesa subdivision.pdf

Yvette,

Please submit:

Approval of final negotiated contract for Precinct 1 – 3rd Call Border Colonias Project: La Mesa Subdivision (CSJ: 3C1080387)

Contractor: Asago, LLC dba Asago Construction Project Engineer: TEDSI Infrastructure Group Consulting Engineers
Account: 0-1312-431-00-121-387-0-731 & 733
0-1200-431-00-121-387-0-731

Thank you,

Agapito Vargas, Executive Director

Hidalgo County Border Colonias Access Program
301 East State
Pharr, TX 78577
Office Tel: 956/787-1891
Fax: 956/787-4683
Cell: 956/460-6364
email: agapito.vargas@co.hidalgo.tx.us

AI-25148 **13.F.**

Old Administration Building 3rd Floor Renovations -Request for Payments for CAS Companies

CC CONSENT

Date:	02/08/2011
Submitted By:	Moises Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting acceptance and approval for payment on following two (2) invoices as submitted by CAS Companies in the amounts indicated in connection with the "Renovations to the Old Administration 3rd Floor" as reviewed and requested as a result of Auditor's processing procedures including authority for the County Treasurer to issue payment/check.

Invoice No.	Description	Amount	PO No.
1048700	Bathroom Partitions to 3rd Floor Renovations Project.	$7,800.00	648551
1044100-2	Floor Tile to 3rd Floor Renovations Project (Final Payment)	$21,277.01	647760

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1336-419-40-220-043-0-452

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

BUDGETARY IMPACT:

Available funds as of 2/3/11. (Pending 2010 carryover)
PO# 648551 - Bathroom Partitions
PO# 647760 - Floor Tile

Attachments

Link: Two CAS Invoices

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/03/2011 01:28 PM	APRV
2	Budget & Management	Erika Zamora	02/03/2011 02:31 PM	APRV
3	Olga Garza	Olga Garza	02/03/2011 04:10 PM	APRV
4	Auditor's Office		02/04/2011 04:45 PM	NEW

Form Started By: Moises Salazar Started On: 02/02/2011 02:44 PM

Final Approval Date: 02/04/2011

CAS Companies

Invoice

Date	Invoice #
12/30/2010	1048700

Bill To
Hidalgo County PO Box 1356 Edinburg, TX 78539

1/19/2011

P.O. Number	Terms	Due Date	CAS - Project #	Project Name
648551	Net 30	1/29/2011	2010-487-00	Bathroom Partitions

Quantity	Description	Price Each	Amount
1	Bathroom partitions to 3rd floor renovation project	7,800.00	7,800.00

0-1336-415-60220-043 - 0-452
7,800
PO# 648551

3rd Floor Project
Alma 1/11/11

All work is complete!

Subtotal	$7,800.00
Tax (0.0%)	$0.00
Total	$7,8

CAS Companies
111 Brand Lane
Stafford, TX 77477

Purchase Order

COUNTY OF HIDALGO

PO#: 648551

DATE: 11/15/10

Needed 11-09-10

VENDOR: 347647 REQ:00184926
FAX (281)499-6655 Email:
Phone:(888)599-4747
CAS COMPANIES
111 BRAND LANE, STE 400
STAFFORD TX 77477

Vendor Acct:

BUYER:
SHIP TO: FACILITIES MANAGEMENT DEPARTMENT
3100 S. BUSINESS HWY 281
EDINBURG TX 78539

CONTACT:
SITE: FACILITIES MANAGEMENT
Contract No: TCPN JOC-R5004

Special Instructions:
REQ 1273

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		
		(TCPN) CONTRACT #JOC-R5004		
1		PROPOSAL TO PROVIDE BATHROOM PARTITIONS TO 3RD FLOOR RENOVATION PROJECT	.00	.00
1	EACH	Division 01,013113200260, FIELD PERSONNEL,SUPERINTENDENT, 0.5 WEEK ($2,850.00)	1,425.00	1,425.00
8	EACH	Division 10, 102113190011, PARTITIONS, TOILET PLASTIC	900.67	7,205.36
4	EACH	102113191400, PARTITIONS,TOILET,PLASTIC,CUBICLES,FLOOR ANCHORED FOR HANDICAP UNITS	342.41	1,369.64
1	EACH	COEFFICIENT TCPN @.78	-2,200.00	-2,200.00
		PROJECT #2010-020-MSS (APPROVED C.COURT 11-9-10		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		7,800.00
		********** For Hidalgo County use only **********		
		0-1336-419-40-220-043-0-452 7,800.00		
		Approved ----------		

Authorized by: Martha L. Salazar

CAS Companies

Invoice

Date	Invoice #
1/4/2011	1044100-2

Bill To
Hidalgo County PO Box 1356 Edinburg, TX 78539

P.O. Number	Terms	Due Date	CAS - Project #	Project Name
647760	Net 30	2/3/2011	2010-441-00	3rd Floor

Quantity	Description	Price Each	Amount
1	Hidalgo County - 3rd Floor Admin Bldg Per CAS Quote: 2010-441-00 Hidalgo Co PO#: 647760 Project Value: $82,032.21 Previous Draw: $60,755.20 This Draw: $21,277.01 Balance Remaining: $0	21,277.01	21,277.01

1/19/2011

3rd Floor Project

Alma 1/11/11

Thank you for your business.

Subtotal	$21,277.01
Tax (0.0%)	$0.00
Total	**$21,277.01**

CAS Companies
111 Brand Lane
Stafford, TX 77477

0-1336-46-40-220-043-0-452

21,277.01

P.O# 647760

Purchase Order

COUNTY OF HIDALGO

PO#: 647760

DATE: 10/26/10

Needed 10-14-10

VENDOR: 347647 REQ:00183696
FAX (281)499-6655 Email:
Phone:(888)599-4747
CAS COMPANIES
111 BRAND LANE, STE 400
STAFFORD TX 77477
Vendor Acct:

BUYER:
SHIP TO: FACILITIES MANAGEMENT DEPARTMENT
3100 S. BUSINESS HWY 281
EDINBURG TX 78539

CONTACT:
SITE: FACILITIES MANAGEMENT
Contract No: TCPN-JOC-R5004

Special Instructions:
REQ 1173

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.
5. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
6. 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		
		TCPN-JOC-R5004		
		PROPOSAL NO:2010 020C-10-08-OGG		
1		PROPOSAL FOR FLOOR TILE ,MATERIALS INSTALLATION 3RD FLOOR PROJECT	.00	.00
1	EACH	DIVISION 01, 013113200160,FIELD PERSONNEL,GENERAL PURPOSE LABORER (@ 1.5 WEEK)	3,000.00	3,000.00
1	EACH	013113200180, FIELD PERSONNEL, PROJECT MANAGER (@1 WEEK)	2,650.00	2,650.00
4	EACH	013113200240, FIELD PERSONNEL, SUPERINTENDENT (@4 WEEK)	2,575.00	10,300.00
14000	FT	DIVISION 09, 093013100011 U, TRAVENTINO WALNUT (OWNER SPECIFIED)	2.97	41,580.00
104	EACH	093013100050, CERAMIC TILE,BASE MUD SET (@104 L.F)	11.22	1,166.88
104	EACH	093013100400 , CERAMIC TILE, FOR 2X2 TILE FACE (@104 L.F.)	.42	43.68
319	FT	093013103271 U, TUSCANY GOLD (FLOOR OWNER SPECIFIED)	3.27	1,043.13
14547	FT	093013103281 U, CERAMIC TILE INSTALLED (LABOR)	2.56	37,240.32
1	BOX	093013103311 U, DAL TILE KEYSTONE ALMOND	.00	.00
1	BOX	093013105401 U, DAL TILE WATERFALL	200.00	200.00
715	EACH	093013105801 U, TUSCANY GOLD WALL	5.53	3,953.95
1	BOX	093013105802 U, CARNATION PINK DAL TILE (OWNER SPECIFIED)	270.00	270.00
146	FT	093023100300, GLASS MOSAICS, STANDARD GROUT COLOR GROUP 1&2	25.49	3,721.54
1	EACH	@ .78 TCPN COEFFICIENT FACTOR -$23,138.00 APPROVED COM.COURT 10-12-10	-23,137.29	-23,137.29
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized by: Martha L. Salazar

Purchase Order

COUNTY OF HIDALGO

PO#: 647760

DATE: 10/26/10

Needed 10-14-10

VENDOR: 347647 REQ:00183696
FAX (281)499-6655 Email:
Phone:(888)599-4747
CAS COMPANIES
111 BRAND LANE, STE 400
STAFFORD TX 77477
Vendor Acct:

BUYER:
SHIP TO: FACILITIES MANAGEMENT DEPARTMENT
3100 S. BUSINESS HWY 281
EDINBURG TX 78539

CONTACT:
SITE: FACILITIES MANAGEMENT
Contract No: TCPN-JOC-R5004

Special Instructions:
REQ 1173

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
		Total		82,032.21
		**********		
		For Hidalgo County use only		
		0-1336-419-40-220-043-0-452 82,032.21		
		Approved		

Authorized by: Martha L. Salazar

AI-25146 **13.G.**

Pct 4-Invoice#s U1189202-01 & U1189203-01 - S & B Infrastructure Ltd-C-09-264-10-06

CC CONSENT

Date:	02/08/2011
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

1. Requesting approval of payment for Inv#s U1189202-01 submitted by S & B Infrastructure Ltd. in the amount of ($ 15,759.00) in connection to Contract #C-09-264-10-06 for Professional Engineering Services for:"Building Repairs and/or Renovations to County owned buildings" (on an as needed basis) located within Hidalgo County Pct. No. 4, under (WA#2) Project: (Repairs of Seepage/Leaks on the 3rd Floor of the North side of the Hidalgo County Courhouse)

2. Requesting approval of payment for Inv#s U1189203-01 submitted by S & B Infrastructure Ltd. in the amount of ($ 62,080.99) in connection to Contract #C-09-264-10-06 for Professional Engineering Services for:"Building Repairs and/or Renovations to County owned buildings" (on an as needed basis) located within Hidalgo County Pct. No. 4, under (WA#3) Project: (Renovations to the Old Hidalgo County Juvenile Detention Center to accommadate a Morgue Facility)

BACKGROUND

Email memo request for payments by Prof Eng Firm-S&B Infrastructure Ltd
Invoice # U1189 202-01
Invoice # U1189 203-01

Contract Document#C-09-264-10-06
WA#2 & WA#3

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1336-412-00-220-010-0-431

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

BUDGETARY IMPACT:

Item 1:
Available balance as of 2-3-11 in 2010 $292,404.27; pending year end funds rollover

FISCAL YEAR: 2011 ACCT. #: 1-1342-421-00-220-045-0-452

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

BUDGETARY IMPACT:

Item 2:

Available balance as of 2-3-11 in 2010 $711,805.44; pending year end funds rollover

Attachments

Link: Inv# U1189 202-01-S & B Infrastructure Ltd-C-09-264-10-106

Link: WA#2-S&B Infrastructure Ltd-C-09-264-10-06

Link: Inv# U1189 203-01-C-09-264-10-06

Link: WA#3-S&B Infrastructure Ltd-C-09-264-10-06

Link: Contract#C-09-264-10-06-S&B Infrastructure Ltd-Pct 4

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/03/2011 01:28 PM	APRV
2	Budget & Management	Erika Zamora	02/03/2011 02:30 PM	APRV
3	Manuel Chapa	Manuel Chapa	02/04/2011 11:30 AM	APRV
4	Auditor's Office		02/04/2011 04:45 PM	NEW

Form Started By: Letty Saenz Started On: 02/02/2011 02:26 PM

Final Approval Date: 02/04/2011

S&B INFRASTRUCTURE, LTD.
Engineering ✣ Management ✣ Technology

INVOICE

November 1, 2010

Hidalgo County
Attn: Leticia Saenz, CPPB/Contracts Manager
100 East Cano, 2nd Floor
Edinburg, Texas 78539

Project Description:

CONTRACT NO. C-09-264-10-06

PURCHASE ORDER NO.

Work Authorization No. 2 - Hidalgo County Courthouse Repairs - Limestone Panels, Windows, Roof

S&B Invoice No.: U1189.202-01
Invoice Period: through September 30, 2010

	EST QTY	UNIT	UNIT PRICE	PERCENT COMPLETE OR NUMBER	INVOICED TO DATE	PREVIOUSLY INVOICED	AMOUNT THIS INVOICE
Hidalgo County Courthouse Repairs - Limestone Panels, Windows, Roof	1	LS	$25,000.00	63%	$15,759.00	$0.00	$15,759
					PAYMENT IS REQUESTED IN THE AMOUNT OF:		**$15,759**

I hereby certify that this invoice is true and correct, and that all services indicated have been provided.

S & B INFRASTRUCTURE, LTD.

Sharlotte L. Teague PE
Senior Project Manager

IN ACCORDANCE WITH OUR CONTRACT,
PLEASE REMIT: **$15,759.00**

S & B INFRASTRUCTURE, LTD.
P. O. Box 201013
Houston, Texas 77216-1013

Attachments:
Progress Report No. 1

PROJECT: Hidalgo County Courthouse Repairs - Limestone Panels, Windows, Roof
CLIENT: Hidalgo County

S&B Job Number: U1189.202

Contract No. C-09-264-10-06

Work Authorization No. 2

PROGRESS REPORT NO. 1

Progress Period: Through September 30, 2010

	DESCRIPTION		ESTIMATED LINE ITEM BUDGET	PERCENT COMPLETE	INVOICED TO DATE	PREVIOUSLY INVOICED	AMOUNT DUE THIS INVOICE
DIRECT LABOR							
TECHNICAL WORK ACTIVITIES							
1	Existing Data Review & Site Visit		$6,486	100%	$6,486	$0	$ 6,486
2	Final Design and PS&E		$9,056	85%	$7,698	$0	$ 7,698
3	Requests for Information / Construction Assistance		$6,833	0%	$0	$0	$ -
	Sub Total (GENERAL)		**$22,375**	**63%**	**$14,184**	**$0**	**$ 14,184**
COORDINATION / MANAGEMENT							
1	Project meetings, coordination, and internal administration		$2,134	60%	$1,280	$0	$ 1,280
	Sub Total (TECHNICAL WORK ACTIVITIES)		**$2,134**	**60%**	**$1,280**	**$0**	**$ 1,280**
	Sub Total (DIRECT LABOR)		**$24,509**	**63%**	**$15,464**	**$0**	**$ 15,464**
OTHER DIRECT CHARGES (ODC)							
	Sub Total (ODC)		**$491**	**60%**	**$295**	**$0**	**$ 295**
	PURCHASE ORDER TOTAL:		**$25,000**	**63%**	**$15,759**	**$0**	
					TOTAL INVOICE AMOUNT DUE		**$ 15,759**

HIDALGO COUNTY

Professional Engineering Services

Contract No. C-09-264-10-06

WORK AUTHORIZATION NO. 2

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 **S&B INFRASTRUCTURE, LTD.**, professional engineers of McAllen, Texas, hereinafter called the "**Engineer**".

PART 1. Scope of Work. The purpose of this Work Authorization is associated with the repairs to the 3rd Floor, north side of the Hidalgo County Courthouse.

A. Scope of 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:

1. Authorization to the Engineer to begin work.
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, in order for the Engineer to maintain the agreed-upon work schedule.
5. Obtain and pay vendor or construction contractor to perform the construction of needed repairs.

B. Scope of Services to be Provided by the Engineer.

1. Statement of Problem. On June 9, 2010 S & B Infrastructure, Ltd. conducted a site survey of the Hidalgo County Courthouse. The survey was in response to a problem which arose in the 3rd floor north side of the building. The problem was water intrusion throughout the northwest side windows and walls. The accumulation of water appears to be due to the water seepage into cracks and crevices on the building's parapet wall. The parapet walls have numerous cracks on the top surface due to the age and deterioration of the mortar between the joints.

2. The Engineer shall design reinforcing for the limestone panels to prevent detachment. The Engineer will evaluate and analyze the most effective method of reinforcing each panel. These methods include bolting each individual panel to the structure. Waterproofing will require removing grout compound and replacing with a more industrial grade compound to increase rigidity, durability and water

resistance. The Engineer shall also consider cost effectiveness on which method is more effective as well durable. Specifications will be provided for a clear scope of work for the construction contractor and any questions prior to initiating the construction of this project shall be brought to the attention of the Engineer. The Engineer shall also design an effective solution to the problem at the roof parapet, including the design of a galvanized sheet metal coping on the roof parapet. The coping shall be installed throughout the perimeter of the affected roof areas. The coping shall be sized and installed as per parapet size requirements and specifications shall be provided for a clear understanding of the project's requirements. The Engineer shall also design an improved method of resealing the valley section on the modified membrane roof section. During the construction process of the building's modifications, the Engineer shall visit the site periodically to ensure the construction contractor is in compliance with the project's plans and specifications. An assessment of the construction contractor's abidance with OSHA (Occupational Safety and Hazards Association) standards will be evaluated as well and any discrepancies identified at the construction site shall be brought to the attention of the construction contractor.

PART 2. Estimated Cost. The estimated cost for services under this Work Authorization is **$25,000**. This amount is based upon the costs outlined in Attachment "A".

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. Funding. This work authorization shall be funded through the following funding source:

Account No. 0-1336-412-00-220-010-0-431

Requisition No. _____

PART 5. Period of Service. This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon the scopes of services of the work authorization.

PART 6. Responsibilities and Obligations. This Work 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.

HIDALGO COUNTY PRECINCT #4:

BY: Oscar L. Garza Jr.

Oscar L. Garza, Commissioner

PART 8. Acceptance and Approval. This Work Authorization is hereby accepted, approved by Hidalgo County Commissioner's Court on June 15, 2010 as indicated below, and effective as of 15th day of June 2010.

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
ATTACHMENT "A" COST PROPOSAL

AI-21595 **23.G.1.**

Authority to request Work Authorization for Courthouse Water Leaks from S&B Infrastructure"

CC REGULAR

Date: 06/15/2010
Submitted By: Oscar Garza, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Buildings & Grounds

Information

CAPTION

a.Approval of Work Authorization #2 submitted by S&B Infrastructure (contracted engineer for repairs/renovations of County owned buildings/structures in Pct. #4) with an estimated amount of $ 25,000.00 for the development and drafting of plans, scopes of work & specifications to eliminate water leaks and/or seepage to the courthouse through the stone building panels and/or roof water puddling.

b. Approval to request proposals from Job Order Contractors:
1. Herrera & Hunt Inc. (awarded through Hidalgo County's membershiop/participation with Harris County Department of Education's JOC Program); and,
2. CAS Companies JOC thru TCPN Contract #R-5004 as approved on 05/24/10;
so as to determine the "best value" under Tx. Local Government Code 271.113 or, in the alternative,

c. Request authority to proceed with sealed procurement process through conventional construction method and approval to advertise same.

BACKGROUND

A walk-thru was conducted on June 09, 2010 at the County Courthouse building roof top and various offices for an assessment of water leaks and as a follow up to previous recommendations by ERO as per attached.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1336-412-00-220-010-0-431
FUNDS AVAILABLE Y/N?: Y/Pending **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Funding for both engineering services (estimated at $25-30K) and project itself (estimated at $175-200K) will need to be identified and appropritated through Budget Office. (Refer to AI #21645)

Attachments

Link: recommended areas of repair
Link: 271.113 Procurement Code

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/11/2010 11:06 AM	APRV
2	Budget & Management	Erika Zamora	06/11/2010 11:15 AM	APRV
3	Olga Garza	Olga Garza	06/11/2010 05:18 PM	APRV
4	Auditor's Office		06/11/2010 05:22 PM	NEW

Form Started By: Oscar Garza Started On: 06/09/2010 05:04 PM

Final Approval Date: 06/11/2010

S&B INFRASTRUCTURE, LTD.
Engineering ✣ Management ✣ Technology

INVOICE

November 1, 2010

Hidalgo County
Attn: Leticia Saenz, CPPB/Contracts Manager
100 East Cano, 2nd Floor
Edinburg, Texas 78539

Project Description:

CONTRACT NO. C-09-264-10-06

PURCHASE ORDER NO.

Work Authorization No. 3 - Hidalgo County Morgue

S&B Invoice No.: U1189.203-01
Invoice Period: through September 30, 2010

	EST QTY	UNIT	UNIT PRICE	PERCENT COMPLETE OR NUMBER	INVOICED TO DATE	PREVIOUSLY INVOICED	AMOUNT THIS INVOICE
Hidalgo County Morgue	1	LS	$115,983.44	54%	$62,080.99	$0.00	62,080.99
					PAYMENT IS REQUESTED IN THE AMOUNT OF:		**62,080.99**

I hereby certify that this invoice is true and correct, and that all services indicated have been provided.

S & B INFRASTRUCTURE, LTD.

Sharlotte L. Teague PE
Senior Project Manager

IN ACCORDANCE WITH OUR CONTRACT,
PLEASE REMIT: **$62,080.99**

Attachments:
Progress Report No. 1

S & B INFRASTRUCTURE, LTD.
P. O. Box 201013
Houston, Texas 77216-1013

PROJECT: Hidalgo County Morgue
CLIENT: Hidalgo County

S&B Job Number: U1189.203

Contract No. C-09-264-10-06

Work Authorization No. 3

PROGRESS REPORT NO. 1

Progress Period: Through September 30, 2010

	DESCRIPTION		ESTIMATED LINE ITEM BUDGET	PERCENT COMPLETE	INVOICED TO DATE	PREVIOUSLY INVOICED	AMOUNT DUE THIS INVOICE
DIRECT LABOR							
TECHNICAL WORK ACTIVITIES							
1	Preliminary Design		$24,180.25	90%	$21,762	$0	$ 21,762.23
2	Final Design		$21,710.04	70%	$15,197	$0	$ 15,197.03
3	Plans, Specifications, and Estimates		$29,316.35	50%	$14,658	$0	$ 14,658.18
4	Bid Phase Services		$19,928.08	0%	$0	$0	$ -
	Sub Total (TECHNICAL WORK ACTIVITIES)		**$95,134.72**	**54%**	**$51,617**	**$0**	**$ 51,617.43**
COORDINATION / MANAGEMENT							
1	Project meetings, coordination, and internal administration		$19,868.72	50%	$9,934	$0	$ 9,934.36
	Sub Total (TECHNICAL WORK ACTIVITIES)		**$19,868.72**	**50%**	**$9,934**	**$0**	**$ 9,934.36**
	Sub Total (COORDINATION / MANAGEMENT)		**$115,003.44**	**54%**	**$61,552**	**$0**	**$ 61,551.79**
OTHER DIRECT CHARGES (ODC)							
	Sub Total (ODC)		**$980.00**	**54%**	**$529**	**$0**	**$ 529.20**
	WORK AUTHORIZATION NO. 3 TOTAL:		**$115,983.44**	**54%**	**$62,081**	**$0**	

TOTAL INVOICE AMOUNT DUE $ 62,080.99

HIDALGO COUNTY

Professional Engineering Services

Contract No. C-09-264-10-06

WORK AUTHORIZATION NO. 3

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 **S&B INFRASTRUCTURE, LTD.**, professional engineers of McAllen, Texas, hereinafter called the "**Engineer**".

PART 1. Scope of Work. The purpose of this Work Authorization is associated with the renovation to the Hidalgo County Old Juvenile Detention Center to accommodate a Morgue Facility.

I. Scope of 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:

1. Authorization to the Engineer to begin work.

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, in order for the Engineer to maintain the agreed-upon work schedule.

5. Obtain and pay vendor or construction contractor to perform the construction of needed repairs.

6. Prepare advertisements for solicitations of bids, contract with construction contractors to perform that portion of the work not to be constructed by the Owner, and provide payment to the construction contractor for construction of the work.

7. **Perform / provide a condition assessment of the existing electrical and mechanical components of the existing Old Hidalgo County Juvenile Detention Center.**

8. **Perform / provide full inventory (description, size, operating & maintenance manual, etc.) of all autopsy equipment currently purchased or to be purchased.**

II. Scope of Services to be Provided by the Engineer.

The name of the project is "Hidalgo County Morgue Facility". The project consists of providing engineering and design documents for the renovation of the Old Hidalgo County Juvenile Detention Center (Project Location) for use as a county medical examiner's facility. The project will be constructed using in-house Owner construction forces (primarily for electrical and mechanical) as well as competitive bidding.

A. Basis of Scope of Services.

1. Formal invitation for walk-thru of the Project Location was received by the Engineer from Oscar Garza, Procurement Specialist on June 23, 2010. On June 24, 2010, the Engineer met at the Project Location with Oscar Garza, Procurement Specialist and Richard Sunday, Facilities Manager. Although invited, Dr. Norma Jean Farley, Chief Forensic Pathologist of Hidalgo County was unable to attend. The Engineer was provided with a set of design plans entitled "Hidalgo County Juvenile Detention Center" dated August 15, 1977. Modifications were done on the building in 1993, however no engineering plans are available. The primary goal of the proposed project is to design a Morgue Facility utilizing the Old Hidalgo County Juvenile Detention Center. The walk-through produced a conceptual sketch as shown in **Attachment "A"**. As Dr. Farley was not at this meeting, S&B was instructed to contact her regarding the requirements and needs of the proposed Morgue Facility.

2. After several attempts to reach Dr. Farley, she was available to meet on July 6, 2010 to discuss the requirements of the proposed Morgue Facility. The meeting was held at Chase Bank Tower in McAllen, TX. **Attachment "B"**, attached hereto, shows an example of proposed renovations provided by Dr. Farley. Essentially, she would like to have a facility similar to the Bexar County facility. However, specific criteria provided by Dr. Farley include the following:

   a. Autopsy Rooms – components of the renovation shall include four autopsy stations; each large enough to accommodate 20 people around one autopsy station.

   b. Separate autopsy room with one autopsy station for highly decomposed cadaver.

   c. One tissue-harvesting room.

   d. One storage room sized to accommodate 5-year supply of autopsy materials.

   e. One freezer large enough to accommodate 16 cadavers.

   f. One freezer to store two highly decomposed cadavers.

   g. One viewing area.

   h. One x-ray room.

   i. One handicap accessible bathroom.

   j. Future expansion to include DNA Lab and Toxicology Lab.

3. Renovation of building shall conform to certification requirements of the National Association of Medical Examiners (NAME).

4. Based on the above, the Engineer shall develop the project in the following phases: Preliminary Design, Final Design, Bidding Documents (PS&E (Plans, Specifications & Estimates)), and Bid Phase Services.

B. Preliminary Design Phase.

For the Preliminary Design Phase, the Engineer shall provide the following:

1. With no as-built plans available, as well as the modifications to the building that were constructed in 1993, the Engineer will perform a building survey to determine the exact locations of walls and appurtenances of the existing building.

2. The Engineer will perform a structural assessment of the existing building.

3. Travel to San Antonio to visit the Bexar County Medical Examiner's Facility.

4. The Engineer will prepare a Draft Design Summary Report and conduct a Preliminary Design Concept Conference to consult with the Owner to determine:
   a. User expectations;
   b. Operating protocols;
   c. Certification requirements;
   d. Maintenance requirements; and,
   e. Space adequacies and adjacencies.

5. Prepare a Preliminary Design Report in a typed, tabbed binder for review and approval by the Owner representatives.

C. Final Design Phase (Schematics).
After written authorization from the Owner to proceed with the Final Design Phase, the Engineer shall:

1. Prepare Draft Design Schematics (layouts) to incorporate the following into the Old Hidalgo County Juvenile Detention Center:
   a. Autopsy Rooms – components of the renovation shall include four autopsy stations; each large enough to accommodate 20 people around one autopsy station.
   b. Separate autopsy room with one autopsy station for highly decomposed cadaver.
   c. One tissue-harvesting room.
   d. One storage room sized to accommodate 5-year supply of autopsy materials.
   e. One freezer large enough to accommodate 16 cadavers.
   f. One freezer to store two highly decomposed cadavers.
   g. One viewing area.
   h. One x-ray room.
   i. One handicap accessible bathroom.
   j. Future expansion to include DNA Lab and Toxicology Lab.

2. Prepare Draft Opinion of Probable Costs.

3. Prepare a Draft Final Design Report in a typed, tabbed binder for review and approval by the Owner representatives

4. Conduct a Final Design Conference to present the Draft Design Schematics and Opinion of Probable Costs to the Owner for review and discussion.

5. Incorporate comments from the Final Design Conference (to the maximum extent allowable by industry standards, codes and regulations), update Final Draft Design Report, and prepare Final Design Schematics and Opinion of Probable Costs.

D. Bidding Documents: Plans, Specifications & Engineer's Final Estimate (PS&E).
After written authorization from the Owner to proceed with the Bidding Documents, the Engineer shall:

1. The Engineer shall prepare Draft Plan Drawings, Technical Specifications, and Engineer's Estimate as well as Draft Final Design Report, and submit to Owner for review and comment. **Note: Those portions of the work that will be performed or constructed by the Owner's forces shall be labeled in the plan drawings as "By Others"**.

2. The Engineer shall incorporate Owner comments (to the maximum extent allowable by industry standards, codes and regulations), and prepare Final Plan Drawings, Technical Specifications, and Engineer's Estimate as well as Final Design Report.

E. Bid Phase Services.
The Engineer shall provide assistance to the Owner during the bid advertisement and review periods for one construction contract. This shall include the following:

1. The Engineer shall prepare the Bid Proposal Documents.

2. The Engineer shall provide copies of the Bidding Documents to prospective bidders.

3. The Engineer shall prepare, attend, and conduct a pre-bid conference to discuss the requirements of the Project with prospective bidders, subcontractors and suppliers. The Engineer shall prepare and distribute minutes of the conference to the attendees thru electronic e-mail or posting.

4. The Engineer shall respond to bidder questions.

5. The Engineer shall assist in preparation of addenda (no more than 2) to the contract documents.

6. The Engineer shall assist at the bid opening, prepare an analysis of the bids, and prepare a recommendation regarding contract award.

F. Deliverables.
The Engineer shall provide the following:

ITEM	No. of Copies
Preliminary Design Phase:	
1. Draft Design Summary Report	3

2.	Preliminary Design Report	3
Final Design Phase (Schematics):		
3.	Draft Design Schematics (11-inch x 17-inch)	3
4.	Draft Opinion of Probable Costs	3
5.	Draft Final Design Report-Initial	3
6.	Draft Final Design Report-Update	3
Bidding Documents – Plans, Specifications, & Engineer's Estimate:		
7.	Draft Plan Drawings, Technical Specifications & Engineer's Estimate	3
8.	Final Plan Drawings, Technical Specifications & Engineer's Estimate	3
9.	Final Design Report	3
Bid Phase Services:		
10.	Copies of Bid Documents	As Required*
11.	Addenda	Electronic Copies Only**
12.	Analysis of Bid / Recommendation of Award	3
13.	Final Conformed / Awarded Bid Documents	3***

* Engineer shall obtain reimbursement for cost of printing bid documents from prospective bidders.
** Engineer shall provide hard-copies for conformed bid documents for award only; distribution of addenda during bidding shall be by electronic distribution only.
*** One hard-copy to awarded Construction Contractor, two hard-copies to Hidalgo County for files.

Unless otherwise noted, the number of copies specified above refers to hard copies. All plan drawings will be 11-inch x 17-inch. Final submittals will include electronic copies of all documents (reports and bid packages) in pdf only.

PART 2. **Estimated Cost.** The estimated cost for services under this Work Authorization is **$115,983.44**. This amount is based upon the costs outlined in **Attachment "C"**.

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. **Funding.** This work authorization shall be funded through the following funding source:

Account No. 0-1342-421-00-220-0450-452

Requisition No. _____

PART 5. Period of Service. This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon the scopes of services of the work authorization.

PART 6. Responsibilities and Obligations. This Work 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.

HIDALGO COUNTY PRECINCT #4:

BY: _____
Oscar L. Garza, Commissioner

PART 8. Acceptance and Approval. This Work Authorization is hereby accepted, approved by Hidalgo County Commissioner's Court on August 10, 2010 as indicated below, and effective as of 10th day of August 2010.

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

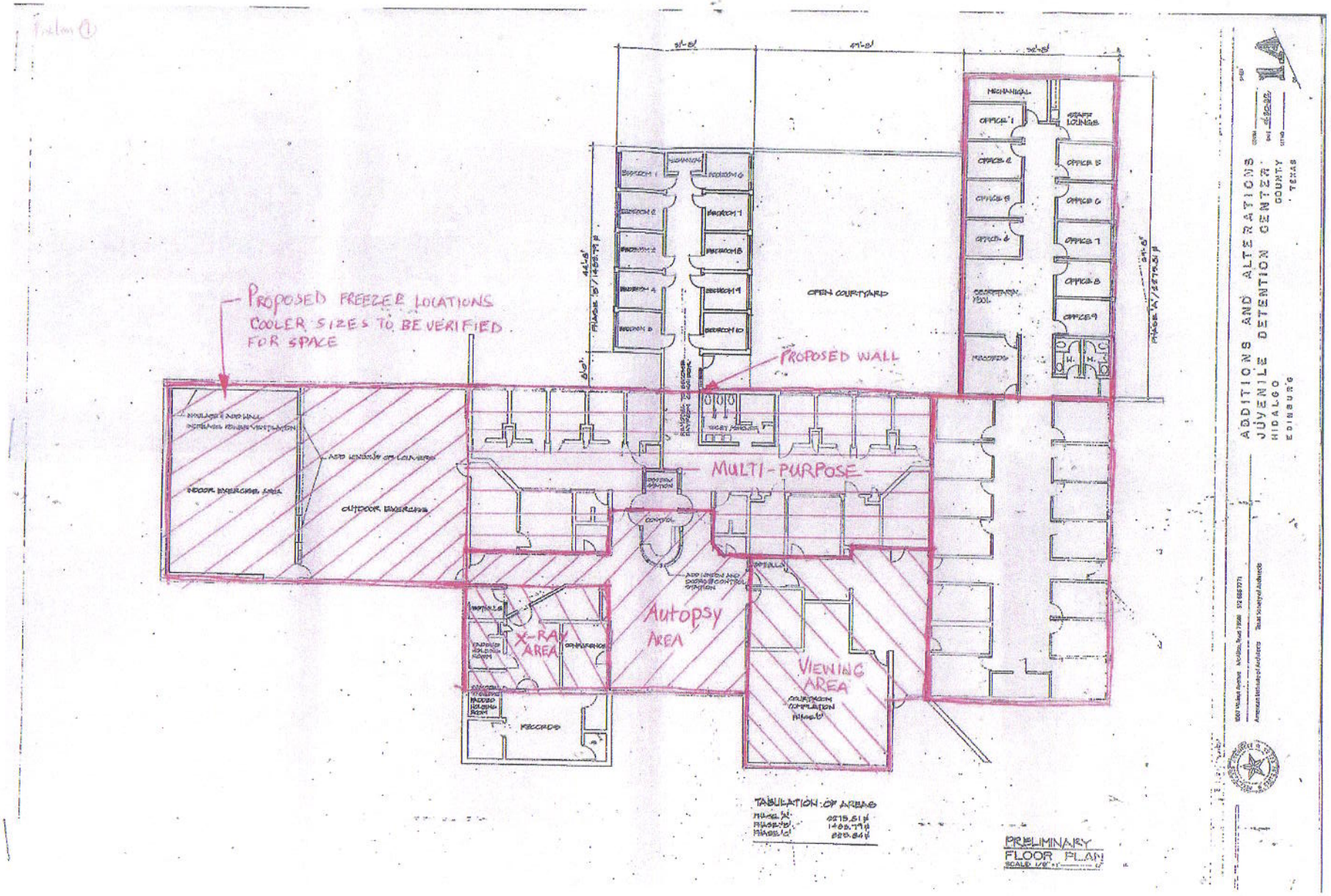
ATTACHMENT "A"	CONCEPTUAL OVERLAY OF EXISTING BUILDING
ATTACHMENT "B"	EXAMPLE OF REQUESTED REQUIREMENTS FOR MORGUE FACILITY
ATTACHMENT "C"	COST PROPOSAL

HIDALGO COUNTY
Professional Engineering Services
Contract No. C-09-264-10-06

WORK AUTHORIZATION NO. 3

HIDALGO COUNTY MORGUE FACILITY

Attachment "A" - CONCEPTUAL OVERLAY OF EXISTING BUILDING

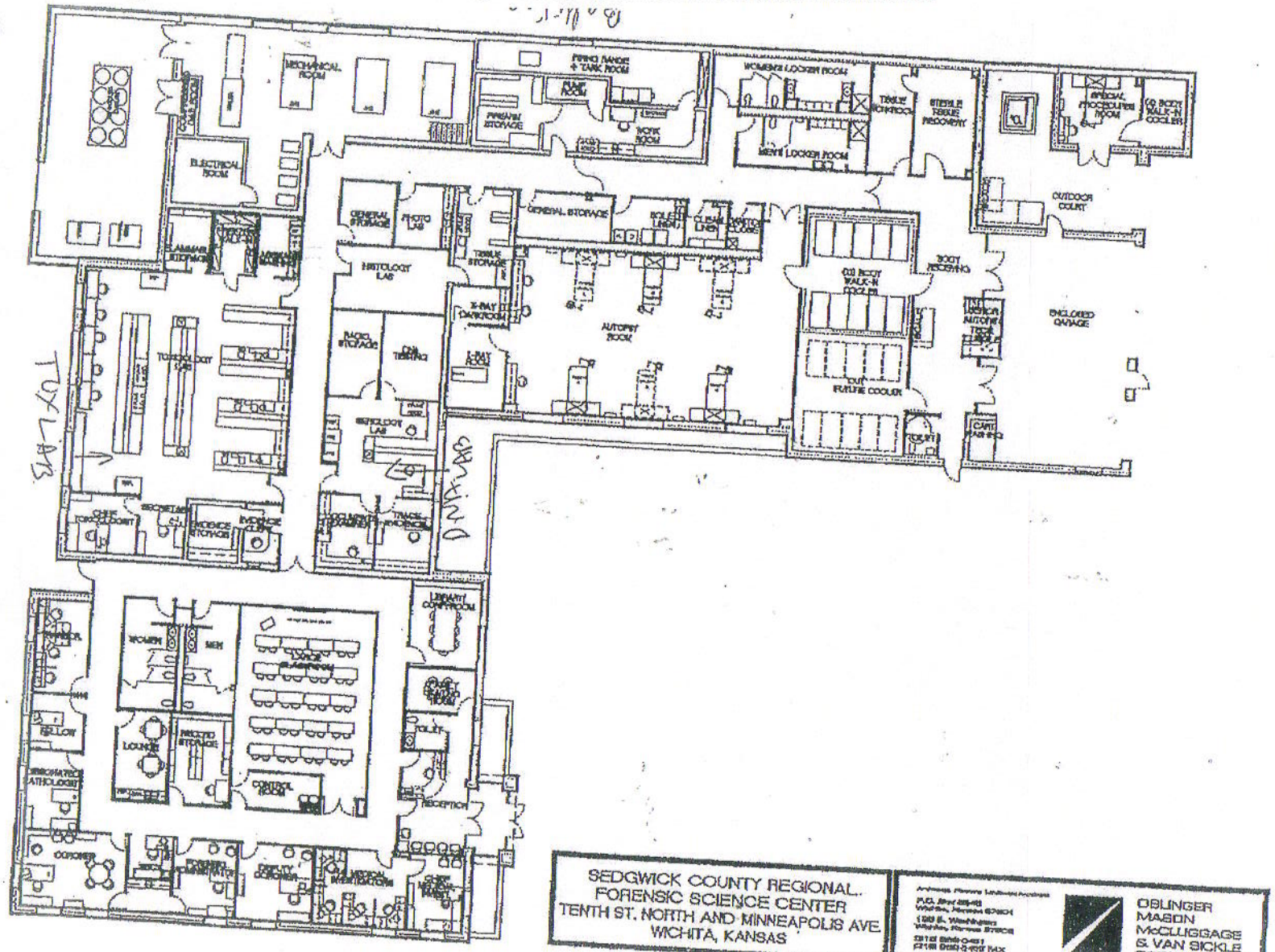


HIDALGO COUNTY
Professional Engineering Services
Contract No. C-09-264-10-06

WORK AUTHORIZATION NO. 3

HIDALGO COUNTY MORGUE FACILITY

Attachment "B" - EXAMPLE OF REQUESTED REQUIREMENTS FOR MORGUE FACILITY



SEDGWICK COUNTY REGIONAL FORENSIC SCIENCE CENTER
TENTH ST. NORTH AND MINNEAPOLIS AVE.
WICHITA, KANSAS

OBLINGER MASON McCLUGGAGE & VAN SICKLE CORPORATION

HIDALGO COUNTY
Professional Engineering Services
C-09-264-10-06

Work Authorization No. 3

HIDALGO COUNTY MORGUE FACILITY

Attachment "C" - Cost Proposal

S&B JOB NO.:

TASK CODE	DESCRIPTION	FIRM	SERVICE	MAN-HOURS								ESTIMATED FEE	TOTALS
				Project Manager	Engr (V) Struct	Engr (V) Civil	Engr (III,IV) Civil	Engring Asst. 2	Engring Asst. 1	CADD (I)	Admin	TOTAL	
LABOR													
	PRELIMINARY DESIGN PHASE												
(1)	Perform a building survey to determine the exact locations of walls and appurtenances of the existing building.	S & B	Basic			4		18		20		42	$3,771.72
(2)	Perform a structural assessment of the existing building.	S & B	Basic		40					12	6	58	$8,718.28
(3)	Travel to San Antonio to visit the Bexar County Medical Examiner's Facility.	S & B	SPECIAL			18		18				36	$4,899.60
(4)	Prepare a Draft Design Summary Report and conduct a Preliminary Design Concept Conference.	S & B	Basic	3		2	6	12		4	6	33	$3,709.56
(5)	Prepare a Preliminary Design Report.	S & B	Basic				9	8		9	6	32	$3,081.09
	Sub Total (PRELIMINARY DESIGN)			**3**	**40**	**24**	**15**	**56**	**0**	**45**	**18**	**201**		**$24,180.25**
	FINAL DESIGN PHASE (SCHEMATICS)												
(1)	Prepare Draft Design Schematics (layouts).	S & B	Basic		20	2		20		20		62	$7,422.24
(2)	Prepare Draft Opinion of Probable Costs.	S & B	Basic				20					20	$3,082.40
(3)	Prepare a Draft Final Design Report.	S & B	Basic				20			9	6	35	$3,994.97
(4)	Conduct a Final Design Conference to present the Draft Design Schematics and Opinion of Probable Costs to the Owner.	S & B	Basic	3		2	3			6	6	20	$2,206.58
(5)	Incorporate comments from the Final Design Conference, update Final Draft Design Report, and prepare Final Design Schematics and Opinion of Probable Costs.	S & B	Basic		9		4	9		20	9	51	$5,003.85
	Sub Total (FINAL DESIGN (SCHEMATICS))			**3**	**29**	**4**	**47**	**29**	**0**	**55**	**21**	**188**		**$21,710.04**
	BID DOCUMENTS: PLANS, SPECS, ESTIMATES												
(1)	Prepare Draft Plan Drawings.	S & B	Basic		9	4		40		40		93	$8,947.97
(2)	Prepare Draft Technical Specifications.	S & B	Basic			2	40				18	60	$7,475.76
(3)	Prepare Draft Engineer's Construction Estimate.	S & B	Basic				18					18	$2,774.16
(4)	Incorporate Owner Comments and Prepare Final Plan Drawings, Tech Specs, and Estimate.	S & B	Basic		9	2	9	9		20	6	55	$5,963.17

Work Authorization No. 3
HIDALGO COUNTY MORGUE FACILITY
Attachment "C" - Cost Proposal

S&B JOB NO.:

TASK CODE	DESCRIPTION	FIRM	SERVICE	MAN-HOURS									ESTIMATED FEE	TOTALS
				Project Manager	Engr (V) Struct	Engr (V) Civil	Engr (III,IV) Civil	Engring Asst. 2	Engring Asst. 1	CADD (I)	Admin	TOTAL		
	(5) Prepare Final Design Report.	S & B	Basic				20			9	9	38	$4,155.29	
	Sub Total (BID DOCUMENTS)			**0**	**18**	**8**	**87**	**49**	**0**	**69**	**33**	**264**		**$29,316.35**
	BID PHASE SERVICES													
	(1) Prepare the Bid Proposal Documents.	S & B	SPECIAL			2	24	20		24	20	90	$8,648.80	
	(2) * Make and distribute copies of the Bidding Documents to prospective bidders.	S & B	SPECIAL									0	$0.00	
	(3) Prepare, attend, and conduct a pre-bid conference to discuss the requirements of the Project with prospective bidders, subcontractors and suppliers; prepare and distribute minutes of the conference to the attendees thru electronic e-mail or posting.	S & B	SPECIAL	2		4					6	12	$1,472.00	
	(4) Respond to bidder questions.	S & B	SPECIAL		4	2	9				4	19	$2,710.72	
	(5) Prepare addenda (no more than 2) to the contract documents.	S & B	SPECIAL		6	2	4	18		18	4	52	$5,262.64	
	(6) Assist at the bid opening, prepare an analysis of the bids, and prepare a recommendation regarding contract award.	S & B	SPECIAL	2		2	6				2	12	$1,833.92	
	* No charge; reimbursed to Engineer by Prospective Bidders													
	Sub Total (BID PHASE SERVICES)			**4**	**10**	**12**	**43**	**38**	**0**	**42**	**36**	**185**		**$19,928.08**
	MANAGEMENT													
	(1) Internal controls, budgeting, and invoicing (3 months).	S & B	BASIC	12							6	18	$3,040.32	
	(2) Internal coordination and meetings (5 weeks).	S & B	BASIC	5		5	5				10	25	$3,310.80	
	(3) QC-QA - Preliminary Desgin (DSR, Preliminary Design Report)	S & B	BASIC	13								13	$2,946.32	
	(3) QC-QA - Schematics, OPC, Final Draft Design Report)	S & B	BASIC	12								12	$2,719.68	
	(3) QC-QA - Bid Docs / Specs	S & B	BASIC	9								9	$2,039.76	
	(3) QC-QA - Bid Proposal, Addenda	S & B	BASIC	9								9	$2,039.76	
	(4) Client Meetings (2 coordination meetings).	S & B	BASIC	4		5					2	11	$1,886.04	
	(5) Client Meetings (2 presentations to Commissioners Court).	S & B	BASIC	4		5					2	11	$1,886.04	
	Sub Total (MANAGEMENT)			**68**	**0**	**15**	**5**	**0**	**0**	**0**	**20**	**108**		**$19,868.72**

Work Authorization No. 3

HIDALGO COUNTY MORGUE FACILITY

Attachment "C" - Cost Proposal

S&B JOB NO.:

TASK CODE	DESCRIPTION	FIRM	SERVICE	MAN-HOURS									ESTIMATED FEE	TOTALS
				Project Manager	Engr (V) Struct	Engr (V) Civil	Engr (III,IV) Civil	Engring Asst. 2	Engring Asst. 1	CADD (I)	Admin	TOTAL		
	Sub Total (LABOR)			**78**	**97**	**63**	**197**	**172**	**0**	**211**	**128**	**946**		**$115,003.44**
	Total Hours	MULTIPLIER		78	97	63	197	172	0	211	128	946		
	CONTRACT RATES: ($/MAN-HOUR)	2.9218		226.64	190.21	174.52	154.12	97.68	78.13	65.77	53.44			
	BASE RATES: ($/MAN-HOUR)			77.57	65.10	59.73	52.75	33.43	26.74	22.51	18.29			
NON LABOR														
	Courier													
	(1) FedEx Courier - Draft Plans and Specs - Agency Review (Austin)	S & B (nl)	Basic										$80.00	
	(2) FedEx Courier - Draft Plans and Specs - Agency Review (Austin)	S & B (nl)	Basic										$80.00	
	(3) Courier - Draft Plans and Specs - Dr. Farley Review (Harlingen)	S & B (nl)	Basic										$50.00	
	(4) Courier - Draft Plans and Specs - Dr. Farley Review (Harlingen)	S & B (nl)	Basic										$50.00	
	(5) Miscellaneous Courier to Edinburg for submittals.	S & B (nl)	Basic										$90.00	
	Travel													
	Miscellandous													
	(1) Project Site / Client Meetings (Edinburg)	S & B (nl)	Basic										$90.00	
	Bexar County Medical Facility													
	(2) Travel (Rental Car - lease: 2 days @ $70 per day x 1 car)	S & B (nl)	Basic										$140.00	
	(3) Travel (Rental Car - gas)	S & B (nl)	Basic										$100.00	
	(4) Travel (Lodging: 2 people @ $100 per night for 1 nite)	S & B (nl)	Basic										$200.00	
	(5) Travel (Meals: 2 people @ $50 / day)	S & B (nl)	Basic										$100.00	
	Miscellaneous - Reproduction													
	* Outside reproduction (Bid Documents)	S & B (nl)	Basic										$0.00	
	* No charge; reimbursed to Engineer by Prospective Bidders													
	Sub Total (NON-LABOR)													**$980.00**
	PROJECT TOTAL													**$115,983.44**

2. **AI-22130 Requesting approval of Work Authorization #3 submitted by S & B Infrastructure, Ltd in connection to contract #C-09-264-10-06 - Professional Engineering Services for: "Building Repairs and/or Renovations" (on an as needed basis) for County-Owned Buildings located within Precinct No. 4 - PROJECT - "HIDLAGO COUNTY MORGUE FACILITY" - consists of providing engineering and design documents for the renovation of the existing "Old Hidalgo County Juvenile Detention Center" (project location).**

On motion of Commissioner Flores, seconded by Commissioner Cuellar, the Court made a UNANIMOUS vote to approve S & B Infrastructure, Ltd.

F. Colonia Access Program Pct. 2

1. **AI-22244 Discussion and action on a recommendation by project engineer SAME Engineering & Surveying Inc. to award to the lowest bidder meeting all specifications: Total Commitment, LLC in the amount of $376,612.50 for Bid No. CAP-10-232-06-23-YSI "Road & Drainage Construction for Aldamas I & II Subdivisions."**

On motion of Commissioner Flores, seconded by Commissioner Cuellar, the Court made a UNANIMOUS vote of approval.

G. Colonia Access Program Pct. 4

1. **AI-22340 Discussion and action on recommendation by project engineer, J. E. Saenz & Associates, regarding CAP-10-176-05-12 "Road & Drainage Construction for Las Brisas Subdivision" & CAP-10-175-05-12 "Road & Drainage Construction for Seminary Village Subdivision including, but not limited to the following:**

a. Rescind low bid awards to Garcia & Martinez Paving, Inc. for the two projects identified above (awarded by CC 06-29-10) inasmuch as vendor has pulled out of all their current projects and both county staff and project engineer have made numerous unsuccessful attempts to contact contractor; and, in the alternative,

On motion of Commissioner Flores, seconded by Commissioner Cuellar, the Court made a UNANIMOUS vote of approval.

b. Requesting authority to re-advertise the two (2) 3rd call BCAP projects identified herein, aka, Road & Drainage Construction for Las Brisas and Seminary Village Subdivisions including approval of plans and specifications drafted by project engineer. J. E. Saenz & Associates;

On motion of Commissioner Flores, seconded by Commissioner Cuellar, the Court made a UNANIMOUS vote of approval.

c. Authority (if necessary or applicable) to proceed to file claim against bid bond so as to recover costs associated with procuring project .

On motion of Commissioner Flores, seconded by Commissioner Cuellar, the Court made a UNANIMOUS vote of approval.

H. Facilities Management:

1. **AI-22320 Acceptance and approval of the proposal received from Firetrol Protection Systems, Inc. through Contract TXMAS-6-03FAC020 in the amount of $4,878.40 for "Repacking of fire pump**

c. Authority for the Purchasing Department to negotiate a Professional Engineering Services Contract with the No.1 ranked firm of TEDSI for the provision of engineering services for Precinct No. 1 "Mile 6N From M4W To FM 1015" Project.

C. Pct. 2

1. AI-22305 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 the Alamo Road Crossing Drainage Improvement Project.

No Action

D. Pct. 3

1. AI-22315 a. Acceptance and approval of the scoring/evaluation grid (for the purpose of ranking by Commissioner's Court)submitted in response to the Request for Proposals-"Emergency Ambulance Services in Unincorporated Areas within Precinct 3"-RFP No. 2010-259-07-28-YZV;

Approved

1. Hidalgo County EMS - Ave. Score - 76.33 - Rank 2
2. Pro-Medic EMS - Ave. Score - 96.66 - Rank 1

b. Authorization for Purchasing Department to negotiate Best and Final Offer (BAFO) contract with the number one ranked vendor Pro Medic for: "Emergency Ambulance Services for Unincorporated Areas within Precinct 3"-RFP No. 2010-259-07-28-YZV.

E. Pct. 4

1. AI-22303 Hidalgo County Precinct 4:
Requesting authorization and approval to remove the following Hidalgo County Fixed Asset from the current inventory list:
a. Hidalgo County Asset Tag number 13935 described as a 30 yd trash Container acquired date: 4-16-1984

Approved

2. AI-22130 Requesting approval of Work Authorization #3 submitted by S & B Infrastructure, Ltd in connection to contract #C-09-264-10-06 - Professional Engineering Services for: "Building Repairs and/or Renovations" (on an as needed basis) for County-Owned Buildings located within Precinct No. 4 - PROJECT - "HIDLAGO COUNTY MORGUE FACILITY" - consists of providing engineering and design documents for the renovation of the existing "Old Hidalgo County Juvenile Detention Center" (project location).

approved

F. Colonia Access Program Pct. 2

AI-22130 **20.E.2.**

Pct 4 - WA#3 - S & B Infrastructure Ltd - C-09-264-10-06 (Juvenile Detention Center)

CC REGULAR

Date: 08/10/2010
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Prct. 4

Information

CAPTION

Requesting approval of Work Authorization #3 submitted by S & B Infrastructure, Ltd in connection to contract #C-09-264-10-06 - Professional Engineering Services for: "Building Repairs and/or Renovations" (on an as needed basis) for County-Owned Buildings located within Precinct No. 4 - PROJECT - "HIDLAGO COUNTY MORGUE FACILITY" - consists of providing engineering and design documents for the renovation of the existing "Old Hidalgo County Juvenile Detention Center" (project location).

BACKGROUND

WA#3-C-09-264-10-06-S&B Infrastructure Ltd.
Email-from Budget w/Account Funding Source for this project.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1342-421-00-220-045-0-452
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance as of 8-5-10 $760,000.00

Attachments

Link: WA# 3-S&B Infrastructure Ltd-(Juvenile Detention Center)
Link: Email-Funding Source

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/05/2010 02:32 PM	APRV
2	Budget & Management	Erika Zamora	08/05/2010 03:01 PM	APRV
3	Manuel Chapa	Manuel Chapa	08/05/2010 04:14 PM	APRV
4	Auditor's Office		08/06/2010 05:20 PM	NEW

Form Started By: Letty Saenz Started On: 07/21/2010 04:26 PM
Final Approval Date: 08/06/2010

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

AI-25145 **13.H.**

Renewal Of C-09-378-10-27 (Blanche Kelly)

CC CONSENT

Date:	02/08/2011
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting approval to exercise the option to renew the final one year extension for C-09-378-10-27 with Blanche Kelly for Judge Mario E. Ramirez, Jr., Juvenile Justice Center-Expansion To Existing Pool For Licensed Sex Offender Treatment Provider(s), as stipulated and provided in the contract/specifications under the same rates, terms and conditions.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-423-32-330-001-0-331

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

BUDGETARY IMPACT:

Available funds as of 2/3/11 is $17,110.00; services are on an as needed basis.

FISCAL YEAR: 2011 ACCT. #: 1-1100-423-60-330-002-0-331

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

BUDGETARY IMPACT:

Available funds as of 2/3/11 is $99,450.00; services are on an as needed basis.

Attachments

Link: C-09-378-10-27-BLANCHE KELLY

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/03/2011 01:27 PM	APRV
2	Budget & Management	Erika Zamora	02/03/2011 02:30 PM	APRV
3	Perla Lopez	Perla Lopez	02/03/2011 03:50 PM	APRV
4	Auditor's Office		02/04/2011 04:45 PM	NEW

Form Started By: Vangie Garcia Started On: 02/02/2011 02:19 PM

Final Approval Date: 02/04/2011

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

January 31, 2011

Blanche Kelly, LPC, LSOTP
1700 Solar Drive
Mission, Texas 78574

Re: C-09-378-10-27-"Judge Mario E. Ramirez, Jr. Juvenile Justice Center-Expansion To Existing Pool For Licensed Sex Offender Treatment Provider(s)"

Dear Ms. Kelly:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to renew the final year exercise as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of **Tuesday, February 8, 2011** for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than **3:00 p.m., Wednesday, February 2, 2011**, via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: _____ Date: _____

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly

appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,
Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department

cc:

department
auditors

STATE OF TEXAS §
COUNTY OF HIDALGO §

AMENDMENT TO AND RENEWAL OF CONTRACT FOR SERVICES BETWEEN HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT AND BLANCHE KELLY, LSOTP

This AMENDMENT to the contract between Blanche Kelly, LSOTP ("Contractor") and Hidalgo County Juvenile Probation Department a department of Hidalgo County, Texas (the "Department") effective the **16th** day of **February, 2010,** is made between the Department and the County (the "Amendment"), as follows:

WHEREAS, Contractor and Department entered into a Contract on February 17th, 2009 (the "Contract') in which the Contractor agreed to provide professional medical and/or psychological counseling services for the youth probationers served by the Department (the "Clients") as described in the Contract;

WHEREAS, the Contract did not reference the requirements/scope of services attached to the Contract as Exhibit A; as well as Exhibit B that were part of the Request for Proposals issued by the Department in acquiring services of Contractor;

WHEREAS, the parties have now determined to amend the Contract to reference the requirements/scope of services in the Contract as Exhibit A; as well as Exhibit B that were part of the Request for Proposals issued by the Department in acquiring services of Contractor;

WHEREAS, the parties desire to renew the Contract as provided in the requirement/scope of services that were part of the Request for Proposals issued by the Department in acquiring the Services of Contractor;

NOW THEREFORE, for and in consideration of the services performed by Contractor and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, and this mutually agreed Amendment to the Contract, Contractor and Department hereby agree to the following Amendment to the Contract:

1. The first sentence of numbered paragraph 1 of the Contract is deleted in its entirety and is replaced by the following:

> Contractor agrees to provide to Department and its Clients the services required of a licensed sex offender treatment provider (LSOTP) until replaced by Department in accordance with the terms and provisions of Exhibit A

attached hereto and incorporated herein for all purposes and Department agrees to compensate Contractor in accordance with the terms and provisions of Exhibit B attached hereto and incorporated herein for all purposes.

2. In accordance with the requirements/scope of services stated in the Request for Proposals issued by the Department in acquiring the services of Contractor, County hereby renews the Contract, as amended by the Amendment, with Contractor for an additional one (1) year term under the same rates, terms and conditions.

3. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect. 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.

HIDALGO COUNTY

Rene Ramirez, County Judge

ATTEST:

Arturo Guajardo, Jr. County Clerk

Contractor

Blanche Kelly, LSOTP

APPROVED AS TO FORM:

ATLAS & HALL, LLP

By: _____
Stephen L. Crain

THE STATE OF TEXAS §

§

COUNTY OF HIDALGO §

CONTRACT FOR SERVICES

THIS AGREEMENT is made effective the **27th of October, 2009**, by and between the **HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT**, a department of **HIDAGLO COUNTY, TEXAS,** a political subdivision of the State of Texas (hereinafter "Department") and **Blanche Kelly, LSOTP** a resident of Hidalgo County, Texas (hereinafter "Contractor") to serve at the pleasure of the Department.

WITHNESSETH:

WHEREAS, Department desires to contract with a person to provide the services necessary to act as a provider of professional medical and/or psychological counseling services for the youth probationers served by Department (the "Clients") that are more specifically set forth hereinafter; and

WHEREAS, Contractor has agreed to provide the services enumerated hereinafter for the Department.

NOW, THEREFORE, for the mutual consideration expressed hereinafter, Department and Contractor agree as follows:

1. Contractor agrees to provide to Department and its Clients the services required of a licensed sex offender treatment provider (LSOTP) until replaced by Department. These services, but are not limited to:

(a) Conducting individual family and/or group counseling appropriate for the needs of each Client;

(b) Conducting psychosexual examination of the Clients as required by the Department;

(c) Conducting other evaluations and tests on each Client as required by the Department;

(d) Interpreting the results of any tests conducted under (b) or (c) above and submitting a written report to Department of the results of such tests and examinations, as required by Department;

(e) Developing implementing and monitoring appropriate counseling programs for the Client based on Contractor's experience, professional training and personal observations; and

(f) Serving on general call on a daily basis, except when out of town.

All records, notes and/or reports created by Contractor and relating to services provided under this Contract shall be retained by Contractor for a minimum of three (3) years following the termination of this Contract, and thereafter, until any pending audit or litigation and all questions arising there from concerning such records are resolved by a final unappealable determination of any applicable court or agency. Contractor agrees to provide Department, Texas Juvenile Probation Commission, and their employees, attorneys, and/or independent auditors access to such books and/or records to the extent permitted by any obligation of confidentiality between or among the Client and Contractor.

2. Contractor represents that it employs a LSOPT licensed by the State of Texas and qualified to perform and execute the services provided above. If any such license is suspended or revoked, this Contract shall automatically be terminated as to such LSOPT and Contractor shall immediately notify the Chief Juvenile Probation Officer of such suspension or revocation. In addition, under Section 236.006, Texas Family Code, Contractor certifies that the individual or business entity named in the Contract, bid or application is not ineligible to receive the specified grant, loan or payment and acknowledges that this Contract may be terminated if this certification is inaccurate.

3. Contractor shall prepare, maintain and submit all records that are designated, required or prescribed by either Department or the Texas Juvenile Probation Commission. In addition, Contractor shall permit Department and the Texas Juvenile Probation Commission to audit or inspect records and reports, review services and/or evaluate the performance of the services provided hereunder at any time, Contractor shall provide reasonable access to all records, books, reports and other pertinent data and information needed to accomplish review of activities, services and expenditures of the Department.

4. Contractor shall adopt and implement workplace guidelines concerning persons with AIDS and HIV infection and shall develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of Contractor and for Clients, inmates, patients and/or residents served by Contractor.

5. As consideration for the above and foregoing, Contractor shall submit a monthly billing statement to the Department (P.O. Box 267, Edinburg, Texas 78540). Said

statement must provide and itemized list of services rendered to Department during the statement period, based on the following schedule of fees:

Psychosexual evaluations	up to $**395.00** Maximum per Evaluation
Psychosexual Evaluations Update/Addendum	up to $**200.00**Maximum per Evaluation
Individual and/or Family Counseling	up to $**125.00**Maximum per Client per hour
Group Counseling	up to $ **45.00**per person Maximum per Client per hour

Upon receipt of said statement, Department shall submit a requisition for payment of said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Department will notify Contractor when state funds are used to pay for services. Contractor will account separately for the receipt and expenditure of state funds received from Department. Contractor will comply with Department's specified accounting, reporting, and auditing requirements applicable to any state funds paid to Contractor under this contract. In any event, Contractor agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures.

6. Contractor must comply with all applicable Department and Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Contractor under this Contract. Notwithstanding the foregoing sentence, Contractor represents and maintains that it is an independent contractor and is not an employee of Department , Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any

fringe benefits provided to employees of Department, Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Contractor agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

7. Department and Contractor agree that either party may terminate this Contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

8. Department hereby notifies Contractor that is Contract may be wholly or partially funded with state grant funds, and as such, this Contract shall be subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.

9. Contractor agrees to provide liability insurance covering its activities in providing the services for Department in an amount not less that the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish Department a certificate issued by the insurer that such insurance is in full force and effort.

10. Except as otherwise herein provided, Contractor may not assign the obligations or rights under this contract to any person without the prior written consent of Department.

11. Unless earlier terminated as herein provided, this Contract shall terminate on **February 16, 2010**.

12. Contractor agrees to abide by all appropriate performance standards and sanctions and/or penalties that may be imposed by Department, Texas Juvenile Probation Commission, and/or the Criminal Justice Division, Office of the Governor pursuant to contracts and/or grant arrangements with such entities, if any.

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

14. Department will conduct regular financial and programmatic monitoring of Contractor if Contractor is paid in whole or in part with state funds to ensure performance of an compliance with contractual provisions between Department and Contractor. If required by the Texas Juvenile Probation Commission, Department will complete and Contactor will cooperate with Department, upon request by Department, in furnishing such information and documentation as Department may require in completing the Texas Juvenile Probation Commission Private Service Provider Contractual Monitoring and Evaluation Report to monitor Contactor's compliance with contractual requirements. If

Contractor fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by Department, or if Contractor fails to comply with any upon the giving of ten (10) days prior written notice to Contractor.

15. No waiver by Department of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

16. This Contract contains the entire agreement between the parties hereto, and each part acknowledges that neither had made (either directly or through any agent or representative) any representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by Department and Contractor, and not otherwise.

17. 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. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to Department: Hidalgo County Juvenile Probation Department
Attention: Israel "Buddy" Silva, Jr.

AI-18089 **23.I.1.**

Expansion To Existing Pool For Licensed Sex Offender Treatment Providers

CC REGULAR

Date: 10/27/2009
Submitted By: Sandy Suarez, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Juvenile Probation

Information

CAPTION

a. Presentation for discussion, consideration, acceptance, and approval of the qualifying participant submitting a response to the Expansion to the existing "Pool for the LSOTPs" to provide necessary/required services on an as needed basis for Hidalgo County at the Judge Mario El Ramirez, Jr. Juvenile Justice Center.

b. Presentation for discussion, consideration, and approval of the final negotiated contract, including the Best and Final Offer for the Expansion to Existing Pool for Licensed Sex Offender Treatment Providers with the qualified professional.

RFP No.: 2009-378-09-30-SGS- Expansion to Existing Pool for Licensed Sex Offender Treatment Provider-Juvenile Probation.

BACKGROUND

Draft contract document previously approved as to form by legal counsel. February 09, 2009
Services"Pool/Roster" shall be in concurrence with the Expansion to the existing pool for Licensed Sex Offender Treatment Providers.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-423-32-330-001-0-331
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N
BUDGETARY IMPACT:

Available funds as of 10/21/09 is $33,398.05; Services are on An As Needed Basis.

Attachments

Link: Contract, Best and Final Offer, Proposal

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/20/2009 04:38 PM	APRV
2	Budget & Management	Erika Zamora	10/20/2009 04:45 PM	APRV

3	Perla Lopez	Perla Lopez	10/21/2009 11:07 AM	APRV
4	Auditor's Office		10/23/2009 05:29 PM	NEW

Form Started By: Sandy Suarez Started On: 10/19/2009 01:54 PM

Final Approval Date: 10/23/2009

CONTRACT INFORMATION

THIS CONTRACT IS: **ACTIVE**

CONTRACT TYPE: **Professional Service Contract**

BID_NO_ **2009378** BUYER **SGS** DEPARTMENT **JUVENILE PROBATION**

BID REMARKS
10/28/09 I placed copies of approved Agenda Itme from Marty's binder in project foler as per Vangie, I'm done with my part. and Vangie will

DESCRIPTION
EXPANSION TO EXISTING POOL FOR LICENSED SEX OFFENDER TREATMENT PROVIDERS

CONTRACT NO. **C-09-378-10-27**

CONTRACT MANAGER **VANGIE**

CONTRACT AWARD FOR DEPT (1) **Juvenile Probation**

AWARDED VENDOR **Blanche Kelly**

INSURANCE EXPIRATION DATES: GEN LIA INSR | AUTO LIA INSR 03/06/10 | WKMANS COMP

CONTRACT TERM:
STARTING DATE: **10/27/09** ENDING DATE: **02/16/10**
EXPIRES UPON COMPLETION ☐

60 DAY EXTENSION
START DATE | END DATE

RENEWED/EXTENDED ☐
REFER TO NEW CONTRACT NO.
RENEWAL OPTION(S) OTHER SEE CONTRACT COMMENTS

Multple Award? (If Yes See Below for Addt'l Info.) YES ○ NO ◉

Contract Scanned? YES

Contract No 2	Awarded Vendor 2	For Departments 2	Ins Exp Date 2	Ins Exp Date 3
Contract No 3	Awarded Vendor 3	For Departments 3	Ins Exp Date 4	Ins Exp Date 5
Contract No 4	Awarded Vendor 4	For Departments 4	Ins Exp Date 6	Ins Exp Date 7
Contract No 5	Awarded Vendor 5	For Departments 5	Ins Exp Date 9	Ins Exp Date 8
Contract No 6	Awarded Vendor 6	For Departments 6	Ins Exp Date 10 02/16/10	

CONTRACT COMMENTS:
Will expire in concurrance with existing pool date of 02/16/2010.

Has two (2)-one (1) year renewal options in concurrance with existing pool.

Prof. liability: 03/06/2010

LAST UPDATED ON: 11/20/2009

LUMP SUM AMOUNT (if applicable):

CONTRACT PRICES:

ITEM DESCRIPTION:	UNIT:	PRICE:
Psychosexual Evaluations/Per Evaluations	$395.00	$395.00
Psychosexual Evaluations-update/addemdum/Per Evaluation	$200.00	$200.00
Individual and/Or Family Counseling/Per Client/Per Hour	$125.00	$125.00
Group Counseling/Per Client/Per Hour	$45.00	$45.00

EXHIBIT A

REQUIREMENTS/SCOPE OF SERVICES

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER

REQUEST FOR PROPOSAL

"EXPANSION TO EXISTING POOL FOR LICENSED SEX OFFENDER TREATMENT PROVIDERS"
RFP No.: 2009-378-09-30-SGS

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER
REQUEST FOR PROPOSAL

"EXPANSION TO EXISTING POOL FOR LICENSED SEX OFFENDER TREATMENT PROVIDERS"

RFP NO: 2009-378-09-30-SGS

Overview:

Hidalgo County (hereinafter referred to as "COUNTY") is seeking sealed proposals from Licensed and Certified treatment providers for the "Expansion To Existing Pool For Licensed Sex Offender Treatment Provider" on an "As Needed Basis". Service "Pool/Roster" shall be effective upon approval by Commissioners Court with termination date to concur with current existing pool term with the County's option to renew for two (2) additional one (1) year terms. The scope of the work/services will encompass all aspects of Judge Mario E. Ramirez, Jr. Juvenile Justice Center and requires extensive knowledge and experience across all lines of coverage. The information provided in the Request For Proposals (hereinafter referred to as "RFP") is only to be used for the purpose of preparing a proposal for the "Expansion To Existing Pool For Licensed Sex Offender Treatment Providers". Request For Proposals will be accepted until **9:30 A.M., Wednesday, September 30, 2009. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFP Number: 2009-378-09-30-SGS

US Postal Mail Address:	Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

The Submittal Envelope Must Show The RFP Number, Name And Opening Date.

The following outlines the Request For Qualifications:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that sealed proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:	**Physical Address:**
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN Wednesday, September 23, 2009 at 5:00 P.M. at (956) 318-2629 . Responses will be sent to all applicants via facsimile or via e-mail by Friday, September 25, 2009. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.** This project will be an "Expansion" to the existing Pool of licensed Sex Offender Treatment Providers.

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

Please submit complete CIQ forms to the Hidalgo County Clerk's Office locate at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:
Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

SIGNING OF PROPOSALS:
In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter **may not** subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF CONTRACT:
It is intended that the "Expansion to the existing pool shall be effective upon approval by Commissioners Court with termination date to concur with current existing pool term" with County's option to renew/extend for additional two (2), one (1) year terms, under the same rates, terms, and conditions.

Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforseen delay in award of new bid for next contract term, under the same rates, terms and conditions.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

SECTION II - RFP REQUIREMENTS

REQUEST FOR PROPOSALS:
The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the proposers understanding of the project needs, the services required, and any local issues or concerns. Briefly explain how long you have been organized and your business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
Judge Mario E. Ramirez, Jr. Juvenile Justice Center is soliciting to contract with qualified Licensed Sex Offender Provider(s) who are qualified as a Licensed Sex Offender Treatment Provider(s). The person(s) directly performing the services are required to be licensed "Sex Offender Treatment Provider(s)." Credentials, qualifications to perform necessary services must be submitted. Photostat copies are acceptable.

PERSONNEL AND STAFFING:
The proposers should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the firm's credentials, education and experience with other "Juvenile Probation Entities" is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL:

This section will contain ***any/all*** licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as a qualified licensed "Sex Offender Treatment Provider(s)."

If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

SCOPE OF SERVICES:

Judge Mario E. Ramirez, Jr. Juvenile Justice Center is soliciting to establish an "Expansion To Existing Pool" of qualified licensed "Sex Offender Treatment Provider(s)" that meet the following specifications/requirements.

1. Provide to department and its clients the services required of an LSOTP until replaced by department. These services include, but are not limited to:
    a. Conducting individual , family and/or group counseling appropriate for the needs of each Client;
    b. Conducting psychosexual examinations of the Clients as required by the Department,
    c. Conducting other evaluations and tests on each Client as required by the Department;
    d. Interpreting the results of any test conducted under (b) or (c) above and submitting a written report to Department of the results of such test and examinations, as required by Department;
    e. Developing implementing and monitoring appropriate counseling programs for the Client based on Contractor's experience, professional training and personal observations; and
    f. Serving on general call on a daily basis, except when out of town. All records, notes and/or reports created by Contractor and relating to services provided under this service shall be retained by Contractor for a minimum of three (3) years following the termination of the contract and thereafter, until any pending audit or litigation and all questions arising therefrom concerning such records are resolved by a final unappealable determination of any applicable court or agency. Proposer agrees to provide Department, the Texas Juvenile Probation Commission, and their employees, attorneys, and/or independent auditors access to such books and/or records to the extent permitted by any obligation of confidentiality between or among the Client and the proposer.
2. Proposer represents that it employs a LSOTP licensed by the State of Texas and qualified to perform and execute the services provided above.
3. Proposer must not be ineligible to receive specified grant, loan or payment as under Section 236.006, Texas Family Code.
4. Proposer shall prepare, maintain and submit all records that are designated, required or prescribed by either Department or the Texas Juvenile Probation Commission. In addition proposer shall permit Department and the Texas Juvenile Probation Commission to audit or inspect records and reports, review services and/or evaluate the performance of the services provided hereunder at any time. Proposer shall provide reasonable access to all records, books, reports and other pertinent data and information needed to accomplish reviews of activities, services and expenditures of the Department.
5. Proposer shall adopt and implement workplace guidelines concerning persons with AIDS and HIV infection and shall develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of proposer and for Clients, inmates, patients and/or residents served by proposer.
6. Proposer agrees to separately account for the receipt and/or expenditure of funds received pursuant to Department's services.
7. Proposer shall provide and maintain liability insurance covering its activities in providing the services for the Department in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act § 100.001, et seq., Texas Civil Practices and Remedies Code an shall furnish Department a certificate issued by the insurer that such insurance is in full force and effect.
8. Proposer agrees to abide by all appropriate performance standards and sanctions an/or penalties that may be imposed by Department, the Texas Juvenile Probation Commission, and /or the Criminal Justice Division, Office of the Governor pursuant to contracts and/or grant arrangements with such entities, if any.
9. Department will conduct regular financial and programmatic monitoring of proposer if proposer is paid in whole of in part with state funds to ensure performance of and compliance with contractual provisions

between Department and proposer. If required by the Texas Juvenile Probation Commission, Department will complete and proposer will cooperate with Department, upon request by Department, in furnishing such information and documentation as Department may require in completing the Texas Juvenile Probation Commission Private Service Provider Contractual Monitoring and Evaluation Report to monitor proposer's compliance with contractual requirements.

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
Proposer(s) is to provide a standard fee proposal per psychosexual evaluation, psychosexual evaluation update/addendum, individual and/or family counseling, and group counseling based on the scope of services/work requested. Cost(s) to include all typed and signed documentation/reports to the "Judge Mario E. Ramirez, Jr. Juvenile Justice Center". The department will not be financially responsible for missed appointments.

All/Any costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County / Judge Mario E. Ramirez, Jr. Juvenile Justice Center.

NUMBER OF COPIES TO BE SUBMITTED:
Hidalgo County requires one (1) original submittal and seven (7) copies.

SECTION III – SELECTION/EVALUATION/RANKING

SELECTION/EVALUATION/RANKING PROCESS:
The evaluation consists of a 100-point scoring system based on the "Evaluation Criteria"-Exhibit B. The participants will be ranked after evaluation for the "Expansion To Existing Pool/Roster" by Hidalgo County Commissioners Court. Categories under the 100-point system include response to RFP. RFP submittal evaluation is to be based on the criteria outlined below.

(A) The Hidalgo County Commissioners and/or an Evaluation Committee (selected and/or designated by Hidalgo County Commissioners will review, score and evaluate the RFPs received in response to this "Request For Proposals".

(B) After the RFPs have bee reviewed, scored and evaluated, the committee will present the "Pool/Roster" grid to the Hidalgo County Commissioners Court for the purposes of ranking.

Proposals will be graded on a 100-point system with emphasis on ability to service Judge Mario E. Ramirez, Jr. Juvenile Justice Center.

1. **LICENSED SEX OFFENDER TREATMENT PROVIDER(S): (30 Points)**
The "Licensed Sex Offender Treatment Provider(s) should provide information related to its Qualifications. The "Licensed Sex Offender Treatment Provider(s) must be registered and licensed to practice in the State Of Texas. Must provide a copy of certificates, licenses, permits, etc., required by the state of Texas and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the Services as required. A list of, and scope of, similar projects for comparative purposes shall be included in response.

2. **UNDERSTANDING THE SERVICES/METHODOLOGY: (20 Points)**
The "Licensed Sex Offender Treatment Provider(s)" must state, the approach and /or methodology, in achieving and renderi ng all services detailed and required as the "Licensed Sex Offender Treatment Provider(s)" by the "Judge Mario E. Ramirez, Jr. If the "Licensed Sex Offender Treatment Provider(s)" currently has an active Practice, the "Licensed Sex Offender Treatment Provider" must state in detail how services and requirements will be rendered as detailed for the "Request For Proposal". "Expansion to Existing Pool for Licensed Sex Offender Treatment Provider" should include any local issues or concerns that directly affect the Licensed Sex Offender Treatment Provider(s) 'understanding of the project.

3. **COST:** **(20 Points)**

Provide a standard fee proposal per psychosexual evaluation, psychosexual evaluation update/addendum, individual and/or family counseling, and group counseling based on the scope of services and requirements.

4. **ABILITY TO COMMIT TO ALL REQUIRED "SERVICES"** **(30 Points)**

The "Licensed Sex Offender Treatment Provider(s)" should provide as much background information as to its experiences in providing similar counseling services to juveniles, parents, groups, etc."

NEGOTIATION PROCESS:

Compliance with all requirements, the most cost productive, qualified, experience, efficient and effective plan in order to expand the existing "Pool/Roster" will be reviewed and considered. Emphasis will be placed on qualifications, experience, capability to perform the services as well as meeting the needs of the "Judge Mario E. Ramirez, Jr. Juvenile Justice Center for" - "Licensed Sex Offender Treatment Provider(s)". Accuracy and completeness are essential. Hidalgo County / Judge Mario E. Ramirez Jr., Juvenile Justice Center reserves the right to reject any and all RFPs.

RFP SUBMITTED TO: An original and seven (7) copies of RFPs should be submitted to:

US Postal Mail Address:	**Physical Address:**
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

RFPs must be submitted by **no later than 9:30 a.m. on Wednesday, September 30 2009.**

All costs and expenses associated with the preparation and submission of (rfp's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County / Judge Mario E. Ramirez, Jr. Juvenile Justice Center.

EXHIBIT "B"
PAYMENT SCHEDULE

1. Psychosexual Evaluations-Up To $395.00 Maximum Per Evaluation
2. Psychosexual Evaluations-Update/Addendum-Up To $200.00 Maximum Per Evaluation
3. Individual And/Or Family Counseling-Up To $125.00-Maximum Per Client Per Hour
4. Group Counseling-Up To $45.00 Per Person Maximum Per Client Per Hour

EXHIBIT "C"

INSURANCE REQUIREMENTS

AI-25143 **13.I.**

Renewal Of C-09-103-05-19 (Ramiro R. Ramirez)

CC CONSENT

Date:	02/08/2011
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting approval to exercise the option to renew the final year extension of a two (2)-one (1) year term for C-09-103-05-19 with Ramiro R. Ramirez for Judge Mario E. Ramirez, Jr., Juvenile Justice Center for "Licensed Professional Psychologist(s)".

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-423-32-330-001-0-331

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

BUDGETARY IMPACT:

Available funds as of 2/3/11 is $17,110.00; services are on an as needed basis.

FISCAL YEAR: 2011 ACCT. #: 1-1100-423-60-330-002-0-331

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

BUDGETARY IMPACT:

Available funds as of 2/3/11 is $99,450.00; services are on an as needed basis.

Attachments

Link: C-09-103-05-19-RAMIRO RAMIREZ

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/03/2011 01:25 PM	APRV
2	Budget & Management	Erika Zamora	02/03/2011 02:29 PM	APRV
3	Perla Lopez	Perla Lopez	02/03/2011 03:43 PM	APRV
4	Auditor's Office		02/04/2011 04:45 PM	NEW

Form Started By: Vangie Garcia Started On: 02/02/2011 02:03 PM

Final Approval Date: 02/04/2011

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

January 31, 2011

Ramiro R. Ramirez, PhD
2719 Mile 4N
Mercedes, Texas 78540

Re: C-09-103-05-19-Judge Mario E. Ramirez, Jr., Juvenile Justice Center
Licensed Professional Psychologist(s)

Dear Mr. Ramirez:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to renew the final year extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of **Tuesday, February 8, 2011** for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than **3:00 p.m., Wednesday, February 2, 2011**, via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: _____ Date: _____

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly

appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Vangie Y. Garcia

Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department

cc:

department
auditors

STATE OF TEXAS §
COUNTY OF HIDALGO §

AMENDMENT TO AND RENEWAL OF CONTRACT FOR SERVICES BETWEEN HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT AND RAMIRO R. RAMIREZ, Ph.D.

This AMENDMENT to the contract between Ramiro R. Ramirez, Ph.D. ('Contractor") and Hidalgo County Juvenile Probation Department a department of Hidalgo County, Texas (the "Department") effective the **16th** day of **February, 2010**, is made between the Department and the County (the "Amendment"), as follows:

WHEREAS, Contractor and Department entered into a Contract on May 19th, 2009 (the "Contract') in which the Contractor agreed to provide professional medical and/or psychological counseling services for the youth probationers served by the Department (the "Clients") as described in the Contract;

WHEREAS, the Contract did not reference the requirements/scope of services attached to the Contract as Exhibit A; as well as Exhibit B that were part of the Request for Proposals issued by the Department in acquiring services of Contractor;

WHEREAS, the parties have now determined to amend the Contract to reference the requirements/scope of services in the Contract as Exhibit A; as well as Exhibit B that were part of the Request for Proposals issued by the Department in acquiring services of Contractor;

WHEREAS, the parties desire to renew the Contract as provided in the requirement/scope of services that were part of the Request for Proposals issued by the Department in acquiring the Services of Contractor;

NOW THEREFORE, for and in consideration of the services performed by Contractor and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, and this mutually agreed Amendment to the Contract, Contractor and Department hereby agree to the following Amendment to the Contract:

1. The first sentence of numbered paragraph 1 of the Contract is deleted in its entirety and is replaced by the following:

> Contractor agrees to provide to Department and its Clients the services required of a Psychologist until replaced by Department in accordance with the terms and provisions Exhibit A attached hereto and incorporated herein for all purposes and Department agrees to compensate Contractor

THE STATE OF TEXAS §

§

COUNTY OF HIDALGO §

CONTRACT FOR SERVICES

THIS AGREEMENT is made effective the 19th of May 2009, by and between the **HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT**, a department of **HIDAGLO COUNTY, TEXAS,** a political subdivision of the State of Texas (hereinafter "Department") and **Ramiro R. Ramirez, PhD** a resident of Hidalgo County, Texas (hereinafter "Contractor") to serve at the pleasure of the Department.

WITHNESSETH:

WHEREAS, Department desires to contract with a person to provide the services necessary to act as a provider of professional medical and/or psychological counseling services for the youth probationers served by Department (the "Clients") that are more specifically set forth hereinafter; and

WHEREAS, Contractor has agreed to provide the services enumerated hereinafter for the Department.

NOW, THEREFORE, for the mutual consideration expressed hereinafter, Department and Contractor agree as follows:

1. Contractor agrees to provide to Department and its Clients the services required of a Psychologist until replaced by Department. These services, but are not limited to:

(a) Conducting individual family and/or group counseling appropriate for the needs of each Client;

(b) Conducting psychological examination of the Clients as required by the Department;

(c) Conducting other evaluations and tests on each Client as required by the Department;

(d) Interpreting the results of any tests conducted under (b) or (c) above and submitting a written report to Department of the results of such tests and examinations, as required by Department;

(e) Developing implementing and monitoring appropriate counseling programs for the Client based on Contractor's experience, professional training and personal observations; and

(f) Serving on general call on a daily basis, except when out of town.

All records, notes and/or reports created by Contractor and relating to services provided under this Contract shall be retained by Contractor for a minimum of three (3) years following the termination of this Contract, and thereafter, until any pending audit or litigation and all questions arising there from concerning such records are resolved by a final unappealable determination of any applicable court or agency. Contractor agrees to provide Department, Texas Juvenile Probation Commission, and their employees, attorneys, and/or independent auditors access to such books and/or records to the extent permitted by any obligation of confidentiality between or among the Client and Contractor.

2. Contractor represents that it employs a psychologist licensed by the State of Texas and qualified to perform and execute the services provided above. If any such license is suspended or revoked, this Contract shall automatically be terminated as to such psychologist and Contractor shall immediately notify the Chief Juvenile Probation Officer of such suspension or revocation. In addition, under Section 236.006, Texas Family Code, Contractor certifies that the individual or business entity named in the Contract, bid or application is not ineligible to receive the specified grant, loan or payment and acknowledges that this Contract may be terminated if this certification is inaccurate.

3. Contractor shall prepare, maintain and submit all records that are designated, required or prescribed by either Department or the Texas Juvenile Probation Commission. In addition, Contractor shall permit Department and the Texas Juvenile Probation Commission to audit or inspect records and reports, review services and/or evaluate the performance of the services provided hereunder at any time, Contractor shall provide reasonable access to all records, books, reports and other pertinent data and information needed to accomplish review of activities, services and expenditures of the Department.

4. Contractor shall adopt and implement workplace guidelines concerning persons with AIDS and HIV infection and shall develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of Contractor and for Clients, inmates, patients and/or residents served by Contractor.

5. As consideration for the above and foregoing, Contractor shall submit a monthly billing statement to the Department (P.O. Box 267, Edinburg, Texas 78540). Said statement must provide and itemized list of services rendered to Department during the statement period, based on the following schedule of fees:

Psychological Evaluations	up to $ 425.00 Maximum per Evaluation
Psychological Evaluations Update/Addendum	up to $ 250.00 Maximum per Evaluation

Individual and/or Family Counseling	up to $ 85.00 Maximum per Client per hour
Group Counseling	up to $ 28.00 per person Maximum per Client per hour

Upon receipt of said statement, Department shall submit a requisition for payment of said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Department will notify Contractor when state funds are used to pay for services. Contractor will account separately for the receipt and expenditure of state funds received from Department. Contractor will comply with Department's specified accounting, reporting, and auditing requirements applicable to any state funds paid to Contractor under this contract. In any event, Contractor agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures.

6. Contractor must comply with all applicable Department and Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Contractor under this Contract. Notwithstanding the foregoing sentence, Contractor represents and maintains that it is an independent contractor and is not an employee of Department, Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Department, Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Contractor agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

7. Department and Contractor agree that either party may terminate this Contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

8. Department hereby notifies Contractor that is Contract may be wholly or partially funded with state grant funds, and as such, this Contract shall be subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.

9. Contractor agrees to provide liability insurance covering its activities in providing the services for Department in an amount not less that the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish Department a certificate issued by the insurer that such insurance is in full force and effort.

10. Except as otherwise herein provided, Contractor may not assign the obligations or rights under this contract to any person without the prior written consent of Department.

11. Unless earlier terminated as herein provided, this Contract shall terminate on February 16, 2010.

12. Contractor agrees to abide by all appropriate performance standards and sanctions and/or penalties that may be imposed by Department, Texas Juvenile Probation Commission, and/or the Criminal Justice Division, Office of the Governor pursuant to contracts and/or grant arrangements with such entities, if any.

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

14. Department will conduct regular financial and programmatic monitoring of Contractor if Contractor is paid in whole or in part with state funds to ensure performance of an compliance with contractual provisions between Department and Contractor. If required by the Texas Juvenile Probation Commission, Department will complete and Contactor will cooperate with Department, upon request by Department, in furnishing such information and documentation as Department may require in completing the Texas Juvenile Probation Commission Private Service Provider Contractual Monitoring and Evaluation Report to monitor Contactor's compliance with contractual requirements. If Contractor fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by Department,

or if Contractor fails to comply with any upon the giving of ten (10) days prior written notice to Contractor.

15. No waiver by Department of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

16. This Contract contains the entire agreement between the parties hereto, and each part acknowledges that neither had made (either directly or through any agent or representative) any representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by Department and Contractor, and not otherwise.

17. 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 Count, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to Department:	Hidalgo County Juvenile Probation Department Attention: Israel "Buddy" Silva P.O. Box 267 Edinburg, Texas 78540
If to Contractor:	Ramiro R. Ramirez, PhD 2719 Mile 4 N Mercedes, Texas 78570

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is

personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

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

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

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

22. The execution and performance of this Contract by Department and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of Department and Contractor in accordance with its terms.

EXECUTED as of the day and year first written above.

HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT

By:_____
Israel "Buddy" Silva, Jr., Director and Chief Juvenile Probation Officer

HIDALGO COUNTY JUVENILE BOARD

By:_____
Hon. Mario E. Ramirez, Jr., 332nd District Court Juvenile Department Overseer

CONTRACTOR:

BY:_____
Ramiro R. Ramirez, PhD

EXHIBIT "A"
SPECIFICATIONS/REQUIREMENTS

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER
REQUEST FOR PROPOSAL

"POOL FOR LICENSED PROFESSIONAL PSYCHOLOGIST(S)

RFP NO: 2009-103-04-15-YZV

Overview:

Hidalgo County (hereinafter referred to as "COUNTY") is soliciting proposals for "Judge Mario E. Ramirez, Jr. Juvenile Justice Center – Licensed Professional Psychologist(s)" in order to establish a "Pool" of Licensed Professional Psychologists" on an "As Needed Basis". Services "Pool/Roster" shall be for a period of One (1) Year with the County's option to renew for two (2) additional one (1) year terms. The scope of the work/services will encompass all aspects of Judge Mario E. Ramirez, Jr. Juvenile Justice Center and requires extensive knowledge and experience across all lines of coverage. The information provided in the Request For Proposals (hereinafter referred to as "RFP") is only to be used for the purpose of preparing a proposal for "Licensed Professional Psychologist(s). Requests For Proposals will be accepted until **9:30 A.M., Wednesday, April 15, 2009.** **ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFP Number: 2009-103-04-15-YZV

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

The Submittal Envelope Must Show The RFP Number, Name And Opening Date.

The following outlines the Request For Qualifications:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that request for proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN Wednesday, April 01, 2009 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, April 03, 2009. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation or

business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

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

PROPOSER'S AFFIDAVIT:
Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:
Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

SIGNING OF PROPOSALS:
In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter **may not** subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF CONTRACT:
It is intended that the "Pool Term" of the contract will be for an initial period of one (1) year, with County's option to renew/extend for additional two (2), one (1) year terms, under the same rates, terms, and conditions.

Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforseen delay in award of new bid for next contract term, under the same rates, terms and conditions.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

SECTION II - RFP REQUIREMENTS

REQUEST FOR PROPOSALS:
The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the proposers understanding of the project needs, the services required, and any local issues or concerns. Briefly explain how long you have been organized and your business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
Judge Mario E. Ramirez, Jr. Juvenile Justice Center is soliciting to contract with qualified licensed psychologist (s) who is qualified as a "Licenses Psychologist(s)". The person(s) directly performing the counseling services are required to be licensed psychologist(s). Credentials, qualifications to perform necessary services must be submitted. Photostat copies are acceptable.

PERSONNEL AND STAFFING:
The proposers should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the firm's credentials, education and experience with other "Juvenile Probation Entities" is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL:
This section will contain ***any/all*** licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as a qualified licensed psychologist(s).

If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

SCOPE OF SERVICES:
Judge Mario E. Ramirez, Jr. Juvenile Justice Center is soliciting to contract and establish a "Pool" of qualified licensed psychologist(s) who are qualified to provide services and expertise and licensed as "Licensed Psychologist" and meet the following specifications/requirements:

1. Provide to department and its clients the services required of a licensed professional psychologist until replaced by department. These services include but are not limited to:
    a. Conducting psychological examinations of the Clients as required by the Department;
    b. Conducting other evaluations and tests on each Client as required by the Department;
    c. Interpreting the results of any test conducted under (b) or (c) above and submitting a written report to Department of the results of such test and examinations, as required by Department;
    d. Developing implementing and monitoring appropriate counseling programs for the Client based on Contractor's experience, professional training and personal observations; and
    e. Serving on general call on a daily basis, except when out of town. All records, notes and/or reports created by Contractor and relating to services provided under this service shall be retained by Contractor for a minimum of three (3) years following the termination of the contract and thereafter, until any pending audit or litigation and all questions arising therefrom concerning such records are resolved by a final unappeasable determination of any applicable court or agency. Proposer agrees to provide Department, the Texas Juvenile Probation Commission, and their employees, attorneys, and/or independent auditors access to such books and/or records to the extent permitted by any obligation of confidentiality between or among the Client and the proposer, and;
    f. Conducting individual family and/or group counseling appropriate for the needs of each Client on an as needed basis as needed.
2. Proposer represents that it employs a licensed professional psychologist by the State of Texas and qualified to perform and execute the services provided above.
3. Proposer must not be ineligible to receive specified grant, loan or payment as under Section 236.006, Texas Family Code.
4. Proposer shall prepare, maintain and submit all records that are designated, required or prescribed by either Department or the Texas Juvenile Probation Commission. In addition proposer shall permit Department and the Texas Juvenile Probation Commission to audit or inspect records and reports, review services and/or evaluate the performance of the services provided hereunder at any time. Proposer shall provide reasonable access to all records, books, reports and other pertinent data and information needed to accomplish reviews of activities, services and expenditures of the Department.
5. Proposer shall adopt and implement workplace guidelines concerning persons with AIDS and HIV infection and shall develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of proposer and for Clients, inmates, patients and/or residents served by proposer.
6. Proposer agrees to separately account for the receipt and/or expenditure of funds received pursuant to Department's services.
7. Proposer shall provide and maintain liability insurance covering its activities in providing the services for the Department in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act § 100.001, et seq., Texas Civil Practices and Remedies Code an shall furnish Department a certificate issued by the insurer that such insurance is in full force and effect.

8. Proposer agrees to abide by all appropriate performance standards and sanctions and/or penalties that may be imposed by Department, the Texas Juvenile Probation Commission, and /or the Criminal Justice Division, Office of the Governor pursuant to contracts and/or grant arrangements with such entities, if any.
9. Department will conduct regular financial and programmatic monitoring of proposer if proposer is paid in whole or in part with state funds to ensure performance of and compliance with contractual provisions between Department and proposer. If required by the Texas Juvenile Probation Commission, Department will complete and proposer will cooperate with Department, upon request by Department, in furnishing such information and documentation as Department may require in completing the Texas Juvenile Probation Commission Private Service Provider Contractual Monitoring and Evaluation Report to monitor proposer's compliance with contractual requirements.

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
Proposer(s) is to provide a standard fee proposal per psychological evaluation, psychological evaluation update/addendum, individual and/or family counseling, and group counseling based on the scope of services/work requested. Cost(s) to include all typed and signed documentation/reports to the "Judge Mario E. Ramirez, Jr. Juvenile Justice Center". The department will not be financially responsible for missed appointments.

All/Any costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County / Judge Mario E. Ramirez, Jr. Juvenile Justice Center.

NUMBER OF COPIES TO BE SUBMITTED:
Hidalgo County requires one (1) original submittal and seven (7) copies.

SECTION III – SELECTION/EVALUATION/RANKING

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

(A) The Hidalgo County Commissioners and/or an Evaluation Committee (selected and/or designated by Hidalgo County Commissioners will review, score and evaluate the RFPs received in response to this "Request For Proposals".

(B) After the RFPs have been reviewed, scored and evaluated, the committee will present the "Pool/Roster" grid to the Hidalgo County Commissioners Court for the purposes of ranking.

Proposals will be graded on a 100-point system with emphasis on ability to service Judge Mario E. Ramirez, Jr. Juvenile Justice Center.

1. **LICENSED PSYCHOLOGIST(S):** **(30 Points)**
The "Licensed Psychologist(s) should provide information related to its Qualifications. The "Licensed Psychologist(s) must be registered and licensed to practice in the State Of Texas. Must provide a copy of certificates, licenses, permits, etc., required by the State of Texas and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the Services" as required. A list of, and scope of, similar projects for comparative purposes shall be included in response.

2. **UNDERSTANDING THE SERVICES/METHODOLOGY:** **(20 Points)**
The "Licensed Psychologist(s)" must state, the approach and /or methodology, in achieving and rendering all services detailed and required as the "Licensed Psychologist" by the "Judge Mario E. Ramirez, Jr. If the

"Psychologist" currently has an active practice, the "Psychologist" must state in detail how services and requirements will be rendered as detailed for the "Request For Proposal". Psychologist(s) should include any local issues or concerns that directly affect the "Psychologist(s) understanding of the project.

3. **COST:** **(20 Points)**
Provide fee cost based per psychological evaluation, psychological evaluation update/addendum, individual and/or family counseling, and group counseling as requested in scope of services and requirements.

4. **ABILITY TO COMMIT TO ALL REQUIRED "SERVICES"** **(30 Points)**
The "Licensed Psychologist(s)" should provide as much background information as to its experiences in providing similar counseling services to juveniles, parents, groups, etc."

NEGOTIATION PROCESS:
Compliance with all requirements, the most cost productive, qualified, experience, efficient and effective plan in order to create a "Pool/Roster" will be reviewed and considered in order to create "Pool/Roster". Emphasis will be placed on qualifications, experience, capability to perform the services as well as meeting the needs of the "Judge Mario E. Ramirez, Jr. Juvenile Justice Center for" - "Licensed Professional Psychologist(s) Services". Accuracy and completeness are essential. Hidalgo County / Judge Mario E. Ramirez Jr., Juvenile Justice Center reserves the right to reject any and all RFPs.

RFP SUBMITTED TO: An original and seven (7) copies of RFPs should be submitted to:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

RFPs must be submitted by **no later than 9:30 a.m. on Wednesday, April 15, 2009.** All costs and expenses associated with the preparation and submission of (rfp's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County / Judge Mario E. Ramirez, Jr. Juvenile Justice Center.

EXHIBIT "B"
PAYMENT SCHEDULE

1. Psychological Evaluations-up to $425.00 Maximum Per Evaluation
2. Psychological Evaluations-Update/Addendum-up to $250.00 Maximum Per Evaluation
3. Individual and/or Family Counseling-up to $85.00 Maximum Per Client Per Hour
4. Group Counseling-Up to $28.00 Per Person maximum Per Client Per Hour

EXHIBIT "C"

INSURANCE REQUIREMENTS

Account Number: TX RAM[redacted]/10 Date: 7[redacted]/09 Initials: QTMHHTTP

CERTIFICATE OF INSURANCE

DARWIN NATIONAL ASSURANCE COMPANY

C/O: American Professional Agency, Inc.
95 Broadway, Amityville, NY 11701
800-421-6694

This is to certify that the insurance policies specified below have been issued by the company indicated above to the insured named herein and that, subject to their provisions and conditions, such policies afford the coverages indicated insofar as such coverages apply to the occupation or business of the Named insured(s) as stated.

THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE(S) AFFORDED BY THE POLICY(IES) LISTED ON THIS CERTIFICATE.

Name and Address of Insured:
RAMIRO R. RAMIREZ, PH.D.
2719 MILE 4 NORTH
MERCEDES TX 78570

Additional Named Insureds:

Type of Work Covered: PROFESSIONAL PSYCHOLOGIST

Location of Operations:
(If different than address listed above)

Claim History: None to the best of our knowledge.

Coverages	Policy Number	Effective Date	Expiration Date	Limits of Liability
PROFESSIONAL/ LIABILITY	5011-9056	8/01/09	8/01/10	1,000,000 1,000,000

NOTICE OF CANCELLATION WILL ONLY BE GIVEN TO THE FIRST NAMED INSURED ON THIS POLICY AND HE OR SHE SHALL ACT ON BEHALF OF ALL INSUREDS WITH RESPECT TO GIVING OR RECEIVING NOTICE OF CANCELLATION.

Comments:

This Certificate Issued to:
Name: RAMIRO R. RAMIREZ, PH.D.
Address: 2719 MILE 4 NORTH
MERCEDES TX 78570

Authorized Representative

AI-19636 **17.0.0.**

Renewal/Extensions Of Contracts

CC CONSENT

Date: 02/02/2010
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Requesting authority to exercise the option to renew/extend the following contracts as stipulated and provided in the contracts under the same rates,terms and conditions for the following:

1. C-07-274-02-21-Judge Mario E. Ramirez, Jr., Juvenile Justice Center-Chief Physician Services-First (1st year) of two(2)-one(1) year extension with Dr. Marin Garza;

2. C-09-034-02-17-Judge Mario E. Ramirez, Jr., Juvenile Justice Center-Licensed Professional Psychologists-First (1st year) of two(2)-one (1) year extension with Xavier Martinez, PhD;

3. C-09-034A-02-17-Judge Mario E. Ramirez, Jr., Juvenile Justice Center-Licensed Professional Psychologists-First (1st year) of two(2)-one (1) year extension with Roy E. Cain, PhD;

4. C-035-02-17-Judge Mario E. Ramirez, Jr., Juvenile Justice Center-Licensed Sex Offender Treatment Provider(s)-First (1st year) of two(2)-one (1) year extension with Steven J. Zak, PhD;

5. C-035A-02-17-Judge Mario E. Ramirez, Jr., Juvenile Justice Center-Licensed Sex Offender Treatment Provider(s)-First (1st year) of two(2)-one (1) year extension with Jerry Amaya, MS, LMFT, LSOTP;

6. C-09-103-05-19-Judge Mario E. Ramirez, Jr., Juvenile Justice Center-Licensed Professional Psychologist(s)-First (1st year) of two(2)-one (1) year extension with Ramiro R. Ramirez, PhD;

7. C-09-378-10-27-Judge Mario E. Ramirez, Jr., Juvenile Justice Center-Expansion to Existing Pool for Licensed Sex Offender Treatment Provider(s)-First (1st year) of two (2)-one (1) year extension with Blanche Kelly, LPC, LSOTP.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 1100-423-32-330-001-0-331
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:

FISCAL YEAR: 2009 ACCT. #: 1100-423-60-330-002-0-331
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:

Attachments

Link: C-09-035-02-17-STEVEN J. ZAK
Link: C-09-103-05-19-RAMIRO RAMIREZ
Link: C-07-274-02-21-MARIN GARZA
Link: C-09-378-10-27-BLANCHE KELLY
Link: C-09-034-02-17-XAVIER MARTINEZ
Link: C-09-034A-02-17-ROY CAIN
Link: C-09-035A-02-17-JERRY AMAYA

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Vangie Garcia	01/26/2010 04:59 PM	CREATED
1	Purchasing Department	Marty Salazar	01/28/2010 09:38 AM	APRV
2	Budget & Management	Erika Zamora	01/28/2010 09:54 AM	APRV
3	Perla Lopez			NEW
4	Auditor's Office			

Form Started By: Vangie Garcia Started On: 01/26/2010 04:59 PM

AI-25142 **13.J.**

Renewal Of C-09-035A-02-17 (Jerry Amaya)

CC CONSENT

Date:	02/08/2011
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting approval to exercise the option to renew the final year extension of a two (2)-one (1) year term for C-09-035A-02-17 with Jerry Amaya for Judge Mario E. Ramirez, Jr., Juvenile Justice Center for "Licensed Sex Offender Treatment Provider(s)", as stipulated and provided in the contract/specifications under the same rates, terms and conditions.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-423-32-330-001-0-331

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

BUDGETARY IMPACT:

Available funds as of 2/3/11 is $17,110.00; services are on an as needed basis.

FISCAL YEAR: 2011 ACCT. #: 1-1100-423-60-330-002-0-331

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

BUDGETARY IMPACT:

Available funds as of 2/3/11 is $99,450.00; services are on an as needed basis.

Attachments

Link: C-09-035A-02-17-JERRY AMAYA

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/03/2011 01:23 PM	APRV
2	Budget & Management	Erika Zamora	02/03/2011 02:29 PM	APRV
3	Perla Lopez	Perla Lopez	02/03/2011 03:38 PM	APRV
4	Auditor's Office		02/04/2011 04:45 PM	NEW

Form Started By: Vangie Garcia Started On: 02/02/2011 01:44 PM

Final Approval Date: 02/04/2011

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

January 31, 2011

Jerry Amaya, MS, LMFT, LSOTP
2442 Adrian Street
Harlingen, Texas 78552

Re: C-09-035A-02-17-Judge Mario E. Ramirez, Jr., Juvenile Justice Center
Licensed Sex Offender Treatment Provider(s)

Dear Amaya:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to renew the final year extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of **Tuesday, February 8, 2011** for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than **3:00 p.m., Wednesday, February 2, 2011**, via facsimile to (956) 956-318-2629 or email to : evangelina.garcia@co.hidalgo.tx.us, so as to meet the agenda request form deadlines.

By: _____ Date: _____

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department

cc:

department
auditors

STATE OF TEXAS §
COUNTY OF HIDALGO §

AMENDMENT TO AND RENEWAL OF CONTRACT FOR SERVICES BETWEEN HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT AND JERRY AMAYA, MS, LMFT, LSOTP

This AMENDMENT to the contract between Jerry Amaya, MS, LMFT, LSOTP ('Contractor") and Hidalgo County Juvenile Probation Department a department of Hidalgo County, Texas (the "Department") effective the **16th** day of **February, 2010,** is made between the Department and the County (the "Amendment"), as follows:

WHEREAS, Contractor and Department entered into a Contract on February 17th, 2009 (the "Contract') in which the Contractor agreed to provide professional medical and/or psychological counseling services for the youth probationers served by the Department (the "Clients") as described in the Contract;

WHEREAS, the Contract did not reference the requirements/scope of services attached to the Contract as Exhibit A; as well as Exhibit B that were part of the Request for Proposals issued by the Department in acquiring services of Contractor;

WHEREAS, the parties have now determined to amend the Contract to reference the requirements/scope of services in the Contract as Exhibit A; as well as Exhibit B that were part of the Request for Proposals issued by the Department in acquiring services of Contractor;

WHEREAS, the parties desire to renew the Contract as provided in the requirement/scope of services that were part of the Request for Proposals issued by the Department in acquiring the Services of Contractor;

NOW THEREFORE, for and in consideration of the services performed by Contractor and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, and this mutually agreed Amendment to the Contract, Contractor and Department hereby agree to the following Amendment to the Contract:

1. The first sentence of numbered paragraph 1 of the Contract is deleted in its entirety and is replaced by the following:

> Contractor agrees to provide to Department and its Clients the services required of a licensed sex offender treatment provider (LSOTP) until replaced by Department in accordance with the terms and provisions of Exhibit A

attached hereto and incorporated herein for all purposes and Department agrees to compensate Contractor in accordance with the terms and provisions of Exhibit B attached hereto and incorporated herein for all purposes.

2. In accordance with the requirements/scope of services stated in the Request for Proposals issued by the Department in acquiring the services of Contractor, County hereby renews the Contract, as amended by the Amendment, with Contractor for an additional one (1) year term under the same rates, terms and conditions.

3. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect. 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.

HIDALGO COUNTY

Rene Ramirez, County Judge

ATTEST:

Arturo Guajardo, Jr. County Clerk

Contractor

Jerry Amaya, MA, LMFT, LSOTP

APPROVED AS TO FORM:

ATLAS & HALL, LLP

By: _____
Stephen L. Crain

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

CONTRACT FOR SERVICES

THIS AGREEMENT is made effective the 17th of February 2009, by and between the **HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT**, a department of **HIDAGLO COUNTY, TEXAS,** a political subdivision of the State of Texas (hereinafter "Department") and **JERRY AMAYA, MA, LMFT, LSOTP** a resident of Hidalgo County, Texas (hereinafter "Contractor") to serve at the pleasure of the Department.

WITHNESSETH:

WHEREAS, Department desires to contract with a person to provide the services necessary to act as a provider of professional medical and/or psychological counseling services for the youth probationers served by Department (the "Clients") that are more specifically set forth hereinafter; and

WHEREAS, Contractor has agreed to provide the services enumerated hereinafter for the Department.

NOW, THEREFORE, for the mutual consideration expressed hereinafter, Department and Contractor agree as follows:

1. Contractor agrees to provide to Department and its Clients the services required of a licensed sex offender treatment provider (LSOTP) until replaced by Department. These services, but are not limited to:

(a) Conducting individual family and/or group counseling appropriate for the needs of each Client;

(b) Conducting psychosexual examination of the Clients as required by the Department;

(c) Conducting other evaluations and tests on each Client as required by the Department;

(d) Interpreting the results of any tests conducted under (b) or (c) above and submitting a written report to Department of the results of such tests and examinations, as required by Department;

(e) Developing implementing and monitoring appropriate counseling programs for the Client based on Contractor's experience, professional training and personal observations; and

(f) Serving on general call on a daily basis, except when out of town.

All records, notes and/or reports created by Contractor and relating to services provided under this Contract shall be retained by Contractor for a minimum of three (3) years following the termination of this Contract, and thereafter, until any pending audit or litigation and all questions arising there from concerning such records are resolved by a final unappealable determination of any applicable court or agency. Contractor agrees to provide Department, Texas Juvenile Probation Commission, and their employees, attorneys, and/or independent auditors access to such books and/or records to the extent permitted by any obligation of confidentiality between or among the Client and Contractor.

2. Contractor represents that it employs a LSOPT licensed by the State of Texas and qualified to perform and execute the services provided above. If any such license is suspended or revoked, this Contract shall automatically be terminated as to such LSOPT

and Contractor shall immediately notify the Chief Juvenile Probation Officer of such suspension or revocation. In addition, under Section 236.006, Texas Family Code, Contractor certifies that the individual or business entity named in the Contract, bid or application is not ineligible to receive the specified grant, loan or payment and acknowledges that this Contract may be terminated if this certification is inaccurate.

3. Contractor shall prepare, maintain and submit all records that are designated, required or prescribed by either Department or the Texas Juvenile Probation Commission. In addition, Contractor shall permit Department and the Texas Juvenile Probation Commission to audit or inspect records and reports, review services and/or evaluate the performance of the services provided hereunder at any time, Contractor shall provide reasonable access to all records, books, reports and other pertinent data and information needed to accomplish review of activities, services and expenditures of the Department.

4. Contractor shall adopt and implement workplace guidelines concerning persons with AIDS and HIV infection and shall develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of Contractor and for Clients, inmates, patients and/or residents served by Contractor.

5. As consideration for the above and foregoing, Contractor shall submit a monthly billing statement to the Department (P.O. Box 267, Edinburg, Texas 78540). Said statement must provide and itemized list of services rendered to Department during the statement period, based on the following schedule of fees:

Psychosexual evaluations	up to $395.00 Maximum per Evaluation

Psychosexual Evaluations Update/Addendum	up to $200.00 Maximum per Evaluation
Individual and/or Family Counseling	up to $125.00 Maximum per Client per hour
Group Counseling	up to $ 45.00 per person Maximum per Client per hour

Upon receipt of said statement, Department shall submit a requisition for payment of said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Department will notify Contractor when state funds are used to pay for services. Contractor will account separately for the receipt and expenditure of state funds received from Department. Contractor will comply with Department's specified accounting, reporting, and auditing requirements applicable to any state funds paid to Contractor under this contract. In any event, Contractor agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures.

6. Contractor must comply with all applicable Department and Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Contractor under this Contract. Notwithstanding the foregoing sentence, Contractor represents and maintains that it is an independent contractor and is not an employee of Department , Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Department, Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil

withholding or social security tax liability that might arise from payments received hereunder.

7. Department and Contractor agree that either party may terminate this Contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

8. Department hereby notifies Contractor that is Contract may be wholly or partially funded with state grant funds, and as such, this Contract shall be subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.

9. Contractor agrees to provide liability insurance covering its activities in providing the services for Department in an amount not less that the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish Department a certificate issued by the insurer that such insurance is in full force and effort.

10. Except as otherwise herein provided, Contractor may not assign the obligations or rights under this contract to any person without the prior written consent of Department.

11. Unless earlier terminated as herein provided, this Contract shall terminate on February 16, 2010.

12. Contractor agrees to abide by all appropriate performance standards and sanctions and/or penalties that may be imposed by Department, Texas Juvenile Probation Commission, and/or the Criminal Justice Division, Office of the Governor pursuant to contracts and/or grant arrangements with such entities, if any.

Commission, and/or the Criminal Justice Division, Office of the Governor pursuant to contracts and/or grant arrangements with such entities, if any.

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

14. Department will conduct regular financial and programmatic monitoring of Contractor if Contractor is paid in whole or in part with state funds to ensure performance of an compliance with contractual provisions between Department and Contractor. If required by the Texas Juvenile Probation Commission, Department will complete and Contactor will cooperate with Department, upon request by Department, in furnishing such information and documentation as Department may require in completing the Texas Juvenile Probation Commission Private Service Provider Contractual Monitoring and Evaluation Report to monitor Contactor's compliance with contractual requirements. If Contractor fails to deliver quality service, fails to achieve the defined goals, outcomes,

strategies and outputs set by Department, or if Contractor fails to comply with any upon the giving of ten (10) days prior written notice to Contractor.

15. No waiver by Department of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

16. This Contract contains the entire agreement between the parties hereto, and each part acknowledges that neither had made (either directly or through any agent or representative) any representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by Department and Contractor, and not otherwise.

17. 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 Count, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to Department:

Hidalgo County Juvenile Probation Department
Attention: Israel "Buddy" Silva, Jr.
P.O. Box 267
Edinburg, Texas 78540

If to Contractor:

Jerry Amaya, MS, LMFT, LSOTP
2442 Adrian St
Harlingen, Texas 78552

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

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

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

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

22. The execution and performance of this Contract by Department and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of Department and Contractor in accordance with its terms.

EXECUTED as of the day and year first written above.

HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT

By: _____
Israel "Buddy" Silva, Jr., Director and Chief Juvenile Probation Officer

HIDALGO COUNTY JUVENILE BOARD

By: _____
Hon. Mario E. Ramirez, Jr., 332nd District Court Juvenile Department Overseer

CONTRACTOR:

_____
Jerry Amaya, MA, LMFT, LSOTP

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS/SCOPE OF SERVICES

EXHIBIT A

REQUIREMENTS/SCOPE OF SERVICES

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER

REQUEST FOR PROPOSAL

"POOL FOR LICENSED SEX OFFENDER TREATMENT PROVIDER(S)"

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER
REQUEST FOR PROPOSAL

"POOL FOR LICENSED SEX OFFENDER TREATMENT PROVIDER(S)

RFP NO: 2009-035-01-28-YSI

Overview:

Hidalgo County (hereinafter referred to as "COUNTY") is soliciting proposals for "Judge Mario E. Ramirez, Jr. Juvenile Justice Center – Licensed Sex Offender Treatment Provider(s)" in order to establish a "Pool" of Licensed Sex Offender Treatment Provider(s)" on an "As Needed Basis". Service "Pool/Roster" shall be for a period of One (1) Year with the County's option to renew for two (2) additional one (1) year terms. The scope of the work/services will encompass all aspects of Judge Mario E. Ramirez, Jr. Juvenile Justice Center and requires extensive knowledge and experience across all lines of coverage. The information provided in the Request For Proposals (hereinafter referred to as "RFP") is only to be used for the purpose of preparing a proposal for "Licensed Sex Offender Treatment Provider(s). Request For Proposals will be accepted until **9:30 A.M., Wednesday, January 28, 2009.** **ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFP Number: 2009-035-01-28-YSI

US Postal Mail Address:	Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

The Submittal Envelope Must Show The RFP Number, Name And Opening Date.

The following outlines the Request For Qualifications:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that request for proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:	Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN Wednesday, January 21, 2009 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, January 23, 2009. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:

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

Please submit complete CIQ forms to the Hidalgo County Clerk's Office locate at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:
Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

SIGNING OF PROPOSALS:
In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter **may not** subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF CONTRACT:
It is intended that the "Pool Term" of the contract will be for an initial period of one (1) year, with County's option to renew/extend for additional two (2), one (1) year terms, under the same rates, terms, and conditions.

Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforseen delay in award of new bid for next contract term, under the same rates, terms and conditions.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

SECTION II - RFP REQUIREMENTS

REQUEST FOR PROPOSALS:
The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the proposers understanding of the project needs, the services required, and any local issues or concerns. Briefly explain how long you have been organized and your business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
Judge Mario E. Ramirez, Jr. Juvenile Justice Center is soliciting to contract with qualified Licensed Sex Offender Treatment Provider(s) who are qualified as a Licensed "Sex Offender Treatment Provider(s)". The person(s) directly performing the services are required to be licensed "Sex Offender Treatment Provider(s)." Credentials, qualifications to perform necessary services must be submitted. Photostat copies are acceptable.

PERSONNEL AND STAFFING:
The proposers should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the firm's credentials, education and experience with other "Juvenile Probation Entities" is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL:
This section will contain ***any/all*** licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as a qualified licensed "Sex Offender Treatment Provider(s)."

If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

SCOPE OF SERVICES:

Judge Mario E. Ramirez, Jr. Juvenile Justice Center is soliciting to contract and establish a "Pool" of qualified licensed "Sex Offender Treatment Provider(s)" who are qualified to provide services and expertise and licensed as "Sex Offender Treatment Provider(s)" and meet the following specifications/requirements:

1. Provide to department and its clients the services required of an LSOTP until replaced by department. These services include but are not limited to:
    a. Conducting individual family and/or group counseling appropriate for the needs of each Client;
    b. Conducting psychosexual examinations of the Clients as required by the Department;
    c. Conducting other evaluations and tests on each Client as required by the Department;
    d. Interpreting the results of any test conducted under (b) or (c) above and submitting a written report to Department of the results of such test and examinations, as required by Department;
    e. Developing implementing and monitoring appropriate counseling programs for the Client based on Contractor's experience, professional training and personal observations; and
    f. Serving on general call on a daily basis, except when out of town. All records, notes and/or reports created by Contractor and relating to services provided under this service shall be retained by Contractor for a minimum of three (3) years following the termination of the contract and thereafter, until any pending audit or litigation and all questions arising therefrom concerning such records are resolved by a final unappealable determination of any applicable court or agency. Proposer agrees to provide Department, the Texas Juvenile Probation Commission, and their employees, attorneys, and/or independent auditors access to such books and/or records to the extent permitted by any obligation of confidentiality between or among the Client and the proposer.
2. Proposer represents that it employs a LSOTP licensed by the State of Texas and qualified to perform and execute the services provided above.
3. Proposer must not be ineligible to receive specified grant, loan or payment as under Section 236.006, Texas Family Code.
4. Proposer shall prepare, maintain and submit all records that are designated, required or prescribed by either Department or the Texas Juvenile Probation Commission. In addition proposer shall permit Department and the Texas Juvenile Probation Commission to audit or inspect records and reports, review services and/or evaluate the performance of the services provided hereunder at any time. Proposer shall provide reasonable access to all records, books, reports and other pertinent data and information needed to accomplish reviews of activities, services and expenditures of the Department.
5. Proposer shall adopt and implement workplace guidelines concerning persons with AIDS and HIV infection and shall develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of proposer and for Clients, inmates, patients and/or residents served by proposer.
6. Proposer agrees to separately account for the receipt and/or expenditure of funds received pursuant to Department's services.
7. Proposer shall provide and maintain liability insurance covering its activities in providing the services for the Department in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act § 100.001, et seq., Texas Civil Practices and Remedies Code an shall furnish Department a certificate issued by the insurer that such insurance is in full force and effect.
8. Proposer agrees to abide by all appropriate performance standards and sanctions an/or penalties that may be imposed by Department, the Texas Juvenile Probation Commission, and /or the Criminal Justice Division, Office of the Governor pursuant to contracts and/or grant arrangements with such entities, if any.
9. Department will conduct regular financial and programmatic monitoring of proposer if proposer is paid in whole of in part with state funds to ensure performance of and compliance with contractual provisions between Department and proposer. If required by the Texas Juvenile Probation Commission, Department

will complete and proposer will cooperate with Department, upon request by Department, in furnishing such information and documentation as Department may require in completing the Texas Juvenile Probation Commission Private Service Provider Contractual Monitoring and Evaluation Report to monitor proposer's compliance with contractual requirements.

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
Proposer(s) is to provide a standard fee proposal per psychosexual evaluation, psychosexual evaluation update/addendum, individual and/or family counseling, and group counseling based on the scope of services/work requested. Cost(s) to include all typed and signed documentation/reports to the "Judge Mario E. Ramirez, Jr. Juvenile Justice Center". The department will not be financially responsible for missed appointments.

All/Any costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County / Judge Mario E. Ramirez, Jr. Juvenile Justice Center.

NUMBER OF COPIES TO BE SUBMITTED:
Hidalgo County requires one (1) original submittal and seven (7) copies.

SECTION III – SELECTION/EVALUATION/RANKING

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

(A) The Hidalgo County Commissioners and/or an Evaluation Committee (selected and/or designated by Hidalgo County Commissioners will review, score and evaluate the RFPs received in response to this "Request For Proposals".

(B) After the RFPs have bee reviewed, scored and evaluated, the committee will present the "Pool/Roster" grid to the Hidalgo County Commissioners Court for the purposes of ranking.

Proposals will be graded on a 100-point system with emphasis on ability to service Judge Mario E. Ramirez, Jr. Juvenile Justice Center.

1. **LICENSED SEX OFFENDER TREATMENT PROVIDER(S):** **(30 Points)**
The "Licensed Sex Offender Treatment Provider(s) should provide information related to its Qualifications. The "Licensed Sex Offender Treatment Provider(s) must be registered and licensed to practice in the State Of Texas. Must provide a copy of certificates, licenses, permits, etc., required by the state of Texas and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the Services as required. A list of, and scope of, similar projects for comparative purposes shall be included in response.

2. **UNDERSTANDING THE SERVICES/METHODOLOGY:** **(20 Points)**
The "Licensed Sex Offender Treatment Provider(s)" must state, the approach and /or methodology, in achieving and rendering all services detailed and required as the "Licensed Sex Offender Treatment Provider(s)" by the "Judge Mario E. Ramirez, Jr. If the "Licensed Sex Offender Treatment Provider(s)" currently has an active Practice, the "Licensed Sex Offender Treatment Provider" must state in detail how services and requirements will be rendered as detailed for the "Request For Proposal". "Licensed Sex Offender Treatment Provider(s)" should include any local issues or concerns that directly affect the "Licensed Sex Offender Treatment Provider(s)" understanding of the project.

3. **COST:** **(20 Points)**

Provide a standard fee proposal per psychosexual evaluation, psychosexual evaluation update/addendum, individual and/or family counseling, and group counseling based on the scope of services and requirements.

4. **ABILITY TO COMMIT TO ALL REQUIRED "SERVICES"** **(30 Points)**

The "Licensed Sex Offender Treatment Provider(s)" should provide as much background information as to it's experiences in providing similar counseling services to juveniles, parents, groups, etc."

NEGOTIATION PROCESS:

Compliance with all requirements, the most cost productive, qualified, experience, efficient and effective plan in order to create a "Pool/Roster" will be reviewed and considered in order to create "Pool/Roster". Emphasis will be placed on qualifications, experience, capability to perform the services as well as meeting the needs of the "Judge Mario E. Ramirez, Jr. Juvenile Justice Center for" - "Licensed Sex Offender Treatment Provider(s)". Accuracy and completeness are essential. Hidalgo County / Judge Mario E. Ramirez Jr., Juvenile Justice Center reserves the right to reject any and all RFPs.

RFP SUBMITTED TO: An original and seven (7) copies of RFPs should be submitted to:

US Postal Mail Address:	Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

RFPs must be submitted by **no later than 9:30 a.m. on Wednesday, January 28, 2009.**
All costs and expenses associated with the preparation and submission of (rfp's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County / Judge Mario E. Ramirez, Jr. Juvenile Justice Center.

EXHIBIT "B"

PAYMENT SCHEDULE

1. Psychosexual Evaluations-Up to $395.00
2. Psychosexual Evaluations-Update/Addendum-Up to $200.00 Maximum Per Evaluations
3. Individual And/Or Family Counseling-Up to $125.00 Maximum Per Client Per Hour
4. Group Counseling-Up to $45.00 Per Person Maximum Per Client Per Hour

EXHIBIT "C"

INSURANCE REQUIREMENTS

AI-25139 **13.K.**

Renewal Of C-09-035-02-17 (Steven J. Zak)

CC CONSENT

Date:	02/08/2011
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting approval to exercise the option to renew the final year extension of a two (2)-one (1) year term for C-09-035-02-17 with Steven J. Zak for Judge Mario E. Ramirez, Jr., Juvenile Justice Center for "Licensed Sex Offender Treatment Provider(s)", as stipulated and provided in the contract/specifications under the same rates, terms and conditions.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-423-32-330-001-0-331

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

BUDGETARY IMPACT:

Available funds as of 2/3/11 is $17,110.00; services are on an as needed basis.

FISCAL YEAR: 2011 ACCT. #: 1-1100-423-60-330-002-0-331

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

BUDGETARY IMPACT:

Available funds as of 2/3/11 is $99,450.00; services are on an as needed basis.

Attachments

Link: C-09-035-02-17-STEVEN J. ZAK

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/03/2011 01:24 PM	APRV
2	Budget & Management	Erika Zamora	02/03/2011 02:28 PM	APRV
3	Perla Lopez	Perla Lopez	02/03/2011 03:27 PM	APRV
4	Auditor's Office		02/04/2011 04:45 PM	NEW

Form Started By: Vangie Garcia Started On: 02/02/2011 01:39 PM

Final Approval Date: 02/04/2011

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

January 31, 2011

Steven J. Zak, PhD
2216 N. 5th Street
McAllen, Texas 78501

Re: C-09-035-02-17-Judge Mario E. Ramirez, Jr., Juvenile Justice Center
Licensed Sex Offender Treatment Provider(s)

Dear Mr. Zak:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to renew the final year extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of **Tuesday, February 8, 2011** for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than **3:00 p.m., Wednesday, February 2, 2011**, via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: _____ Date: _____

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly

appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department

cc:

department
auditors

STATE OF TEXAS §
COUNTY OF HIDALGO §

AMENDMENT TO AND RENEWAL OF CONTRACT FOR SERVICES BETWEEN HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT AND STEVEN J. ZAK, Ph.D.

This AMENDMENT to the contract between Steven J. Zak, Ph.D. ('Contractor") and Hidalgo County Juvenile Probation Department a department of Hidalgo County, Texas (the "Department") effective the **16th** day of **February, 2010**, is made between the Department and the County (the "Amendment"), as follows:

WHEREAS, Contractor and Department entered into a Contract on February 17, 2009 (the "Contract') in which the Contractor agreed to provide professional medical and/or psychological counseling services for the youth probationers served by the Department (the "Clients") as described in the Contract;

WHEREAS, the Contract did not reference the requirements/scope of services attached to the Contract as Exhibit A; as well as Exhibit B that were part of the Request for Proposals issued by the Department in acquiring services of Contractor;

WHEREAS, the parties have now determined to amend the Contract to reference the requirements/scope of services in the Contract as Exhibit A; as well as Exhibit B that were part of the Request for Proposals issued by the Department in acquiring services of Contractor;

WHEREAS, the parties desire to renew the Contract as provided in the requirement/scope of services that were part of the Request for Proposals issued by the Department in acquiring the Services of Contractor;

NOW THEREFORE, for and in consideration of the services performed by Contractor and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, and this mutually agreed Amendment to the Contract, Contractor and Department hereby agree to the following Amendment to the Contract:

1. The first sentence of numbered paragraph 1 of the Contract is deleted in its entirety and is replaced by the following:

> Contractor agrees to provide to Department and its Clients the services required of a licensed sex offender treatment provider (LSOTP) until replaced by Department in accordance with the terms and provisions of Exhibit A

attached hereto and incorporated herein for all purposes and Department agrees to compensate Contractor in accordance with the terms and provisions of Exhibit B attached hereto and incorporated herein for all purposes.

2. In accordance with the requirements/scope of services stated in the Request for Proposals issued by the Department in acquiring the services of Contractor, County hereby renews the Contract, as amended by the Amendment, with Contractor for an additional one (1) year term under the same rates, terms and conditions.

3. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect. 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.

HIDALGO COUNTY

Rene Ramirez, County Judge

ATTEST:

Arturo Guajardo, Jr. County Clerk

Contractor

Steven J. Zak, Ph.D.

APPROVED AS TO FORM:

ATLAS & HALL, LLP

By: _____
Stephen L. Crain

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

CONTRACT FOR SERVICES

THIS AGREEMENT is made effective the 17th of February 2009, by and between the **HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT**, a department of **HIDAGLO COUNTY, TEXAS,** a political subdivision of the State of Texas (hereinafter "Department") and **STEVEN J. ZAK, Ph.D.** a resident of Hidalgo County, Texas (hereinafter "Contractor") to serve at the pleasure of the Department.

WITHNESSETH:

WHEREAS, Department desires to contract with a person to provide the services necessary to act as a provider of professional medical and/or psychological counseling services for the youth probationers served by Department (the "Clients") that are more specifically set forth hereinafter; and

WHEREAS, Contractor has agreed to provide the services enumerated hereinafter for the Department.

NOW, THEREFORE, for the mutual consideration expressed hereinafter, Department and Contractor agree as follows:

1. Contractor agrees to provide to Department and its Clients the services required of a licensed sex offender treatment provider (LSOTP) until replaced by Department. These services, but are not limited to:

(a) Conducting individual family and/or group counseling appropriate for the needs of each Client;

(b) Conducting psychosexual examination of the Clients as required by the Department;

(c) Conducting other evaluations and tests on each Client as required by the Department;

(d) Interpreting the results of any tests conducted under (b) or (c) above and submitting a written report to Department of the results of such tests and examinations, as required by Department;

(e) Developing implementing and monitoring appropriate counseling programs for the Client based on Contractor's experience, professional training and personal observations; and

(f) Serving on general call on a daily basis, except when out of town.

All records, notes and/or reports created by Contractor and relating to services provided under this Contract shall be retained by Contractor for a minimum of three (3) years following the termination of this Contract, and thereafter, until any pending audit or litigation and all questions arising there from concerning such records are resolved by a final unappealable determination of any applicable court or agency. Contractor agrees to provide Department, Texas Juvenile Probation Commission, and their employees, attorneys, and/or independent auditors access to such books and/or records to the extent permitted by any obligation of confidentiality between or among the Client and Contractor.

2. Contractor represents that it employs a LSOPT licensed by the State of Texas and qualified to perform and execute the services provided above. If any such license is suspended or revoked, this Contract shall automatically be terminated as to such LSOPT

and Contractor shall immediately notify the Chief Juvenile Probation Officer of such suspension or revocation. In addition, under Section 236.006, Texas Family Code, Contractor certifies that the individual or business entity named in the Contract, bid or application is not ineligible to receive the specified grant, loan or payment and acknowledges that this Contract may be terminated if this certification is inaccurate.

3. Contractor shall prepare, maintain and submit all records that are designated, required or prescribed by either Department or the Texas Juvenile Probation Commission. In addition, Contractor shall permit Department and the Texas Juvenile Probation Commission to audit or inspect records and reports, review services and/or evaluate the performance of the services provided hereunder at any time, Contractor shall provide reasonable access to all records, books, reports and other pertinent data and information needed to accomplish review of activities, services and expenditures of the Department.

4. Contractor shall adopt and implement workplace guidelines concerning persons with AIDS and HIV infection and shall develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of Contractor and for Clients, inmates, patients and/or residents served by Contractor.

5. As consideration for the above and foregoing, Contractor shall submit a monthly billing statement to the Department (P.O. Box 267, Edinburg, Texas 78540). Said statement must provide and itemized list of services rendered to Department during the statement period, based on the following schedule of fees:

Psychosexual evaluations	up to $395.00 Maximum per Evaluation

Psychosexual Evaluations Update/Addendum	up to $200.00 Maximum per Evaluation
Individual and/or Family Counseling	up to $125.00 Maximum per Client per hour
Group Counseling	up to $ 45.00 per person Maximum per Client per hour

Upon receipt of said statement, Department shall submit a requisition for payment of said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Department will notify Contractor when state funds are used to pay for services. Contractor will account separately for the receipt and expenditure of state funds received from Department. Contractor will comply with Department's specified accounting, reporting, and auditing requirements applicable to any state funds paid to Contractor under this contract. In any event, Contractor agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures.

6. Contractor must comply with all applicable Department and Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Contractor under this Contract. Notwithstanding the foregoing sentence, Contractor represents and maintains that it is an independent contractor and is not an employee of Department , Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Department, Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil

service program. Contractor agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

7. Department and Contractor agree that either party may terminate this Contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

8. Department hereby notifies Contractor that is Contract may be wholly or partially funded with state grant funds, and as such, this Contract shall be subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.

9. Contractor agrees to provide liability insurance covering its activities in providing the services for Department in an amount not less that the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish Department a certificate issued by the insurer that such insurance is in full force and effort.

10. Except as otherwise herein provided, Contractor may not assign the obligations or rights under this contract to any person without the prior written consent of Department.

11. Unless earlier terminated as herein provided, this Contract shall terminate on February 16, 2010.

12. Contractor agrees to abide by all appropriate performance standards and sanctions and/or penalties that may be imposed by Department, Texas Juvenile Probation

Commission, and/or the Criminal Justice Division, Office of the Governor pursuant to contracts and/or grant arrangements with such entities, if any.

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

14. Department will conduct regular financial and programmatic monitoring of Contractor if Contractor is paid in whole or in part with state funds to ensure performance of an compliance with contractual provisions between Department and Contractor. If required by the Texas Juvenile Probation Commission, Department will complete and Contactor will cooperate with Department, upon request by Department, in furnishing such information and documentation as Department may require in completing the Texas Juvenile Probation Commission Private Service Provider Contractual Monitoring and Evaluation Report to monitor Contactor's compliance with contractual requirements. If Contractor fails to deliver quality service, fails to achieve the defined goals, outcomes,

strategies and outputs set by Department, or if Contractor fails to comply with any upon the giving of ten (10) days prior written notice to Contractor.

15. No waiver by Department of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

16. This Contract contains the entire agreement between the parties hereto, and each part acknowledges that neither had made (either directly or through any agent or representative) any representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by Department and Contractor, and not otherwise.

17. 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 Count, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to Department:

Hidalgo County Juvenile Probation Department
Attention: Israel "Buddy" Silva, Jr.
P.O. Box 267
Edinburg, Texas 78540

If to Contractor: Steven J. Zak, Ph.D.
2216 N. 5th St
McAllen, Texas 78501

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

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

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

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

22. The execution and performance of this Contract by Department and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of Department and Contractor in accordance with its terms.

EXECUTED as of the day and year first written above.

HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT

By: _____
Israel "Buddy" Silva, Jr., Director and Chief Juvenile Probation Officer

HIDALGO COUNTY JUVENILE BOARD

By: _____
Hon. Mario E. Ramirez, Jr., 332nd District Court Juvenile Department Overseer

CONTRACTOR:

_____
Steven J. Zak, Ph.D.

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS/SCOPE OF SERVICES

EXHIBIT A

REQUIREMENTS/SCOPE OF SERVICES

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER

REQUEST FOR PROPOSAL

"POOL FOR LICENSED SEX OFFENDER TREATMENT PROVIDER(S)"

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER
REQUEST FOR PROPOSAL

"POOL FOR LICENSED SEX OFFENDER TREATMENT PROVIDER(S)

RFP NO: 2009-035-01-28-YSI

Overview:
Hidalgo County (hereinafter referred to as "COUNTY") is soliciting proposals for "Judge Mario E. Ramirez, Jr. Juvenile Justice Center – Licensed Sex Offender Treatment Provider(s)" in order to establish a "Pool" of Licensed Sex Offender Treatment Provider(s)" on an "As Needed Basis". Service "Pool/Roster" shall be for a period of One (1) Year with the County's option to renew for two (2) additional one (1) year terms. The scope of the work/services will encompass all aspects of Judge Mario E. Ramirez, Jr. Juvenile Justice Center and requires extensive knowledge and experience across all lines of coverage. The information provided in the Request For Proposals (hereinafter referred to as "RFP") is only to be used for the purpose of preparing a proposal for "Licensed Sex Offender Treatment Provider(s). Request For Proposals will be accepted until **9:30 A.M., Wednesday, January 28, 2009. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFP Number: 2009-035-01-28-YSI

US Postal Mail Address:	Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

The Submittal Envelope Must Show The RFP Number, Name And Opening Date.

The following outlines the Request For Qualifications:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that request for proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:	Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN Wednesday, January 21, 2009 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, January 23, 2009. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:

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

Please submit complete CIQ forms to the Hidalgo County Clerk's Office locate at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:
Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

SIGNING OF PROPOSALS:
In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter **may not** subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF CONTRACT:
It is intended that the "Pool Term" of the contract will be for an initial period of one (1) year, with County's option to renew/extend for additional two (2), one (1) year terms, under the same rates, terms, and conditions.

Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforseen delay in award of new bid for next contract term, under the same rates, terms and conditions.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

SECTION II - RFP REQUIREMENTS

REQUEST FOR PROPOSALS:
The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the proposers understanding of the project needs, the services required, and any local issues or concerns. Briefly explain how long you have been organized and your business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
Judge Mario E. Ramirez, Jr. Juvenile Justice Center is soliciting to contract with qualified Licensed Sex Offender Treatment Provider(s) who are qualified as a Licensed "Sex Offender Treatment Provider(s)". The person(s) directly performing the services are required to be licensed "Sex Offender Treatment Provider(s)." Credentials, qualifications to perform necessary services must be submitted. Photostat copies are acceptable.

PERSONNEL AND STAFFING:
The proposers should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the firm's credentials, education and experience with other "Juvenile Probation Entities" is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL:
This section will contain ***any/all*** licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as a qualified licensed "Sex Offender Treatment Provider(s)."

If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

SCOPE OF SERVICES:

Judge Mario E. Ramirez, Jr. Juvenile Justice Center is soliciting to contract and establish a "Pool" of qualified licensed "Sex Offender Treatment Provider(s)" who are qualified to provide services and expertise and licensed as "Sex Offender Treatment Provider(s)" and meet the following specifications/requirements:

1. Provide to department and its clients the services required of an LSOTP until replaced by department. These services include but are not limited to:
    a. Conducting individual family and/or group counseling appropriate for the needs of each Client;
    b. Conducting psychosexual examinations of the Clients as required by the Department;
    c. Conducting other evaluations and tests on each Client as required by the Department;
    d. Interpreting the results of any test conducted under (b) or (c) above and submitting a written report to Department of the results of such test and examinations, as required by Department;
    e. Developing implementing and monitoring appropriate counseling programs for the Client based on Contractor's experience, professional training and personal observations; and
    f. Serving on general call on a daily basis, except when out of town. All records, notes and/or reports created by Contractor and relating to services provided under this service shall be retained by Contractor for a minimum of three (3) years following the termination of the contract and thereafter, until any pending audit or litigation and all questions arising therefrom concerning such records are resolved by a final unappealable determination of any applicable court or agency. Proposer agrees to provide Department, the Texas Juvenile Probation Commission, and their employees, attorneys, and/or independent auditors access to such books and/or records to the extent permitted by any obligation of confidentiality between or among the Client and the proposer.
2. Proposer represents that it employs a LSOTP licensed by the State of Texas and qualified to perform and execute the services provided above.
3. Proposer must not be ineligible to receive specified grant, loan or payment as under Section 236.006, Texas Family Code.
4. Proposer shall prepare, maintain and submit all records that are designated, required or prescribed by either Department or the Texas Juvenile Probation Commission. In addition proposer shall permit Department and the Texas Juvenile Probation Commission to audit or inspect records and reports, review services and/or evaluate the performance of the services provided hereunder at any time. Proposer shall provide reasonable access to all records, books, reports and other pertinent data and information needed to accomplish reviews of activities, services and expenditures of the Department.
5. Proposer shall adopt and implement workplace guidelines concerning persons with AIDS and HIV infection and shall develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of proposer and for Clients, inmates, patients and/or residents served by proposer.
6. Proposer agrees to separately account for the receipt and/or expenditure of funds received pursuant to Department's services.
7. Proposer shall provide and maintain liability insurance covering its activities in providing the services for the Department in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act § 100.001, et seq., Texas Civil Practices and Remedies Code an shall furnish Department a certificate issued by the insurer that such insurance is in full force and effect.
8. Proposer agrees to abide by all appropriate performance standards and sanctions an/or penalties that may be imposed by Department, the Texas Juvenile Probation Commission, and /or the Criminal Justice Division, Office of the Governor pursuant to contracts and/or grant arrangements with such entities, if any.
9. Department will conduct regular financial and programmatic monitoring of proposer if proposer is paid in whole of in part with state funds to ensure performance of and compliance with contractual provisions between Department and proposer. If required by the Texas Juvenile Probation Commission, Department

will complete and proposer will cooperate with Department, upon request by Department, in furnishing such information and documentation as Department may require in completing the Texas Juvenile Probation Commission Private Service Provider Contractual Monitoring and Evaluation Report to monitor proposer's compliance with contractual requirements.

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
Proposer(s) is to provide a standard fee proposal per psychosexual evaluation, psychosexual evaluation update/addendum, individual and/or family counseling, and group counseling based on the scope of services/work requested. Cost(s) to include all typed and signed documentation/reports to the "Judge Mario E. Ramirez, Jr. Juvenile Justice Center". The department will not be financially responsible for missed appointments.

All/Any costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County / Judge Mario E. Ramirez, Jr. Juvenile Justice Center.

NUMBER OF COPIES TO BE SUBMITTED:
Hidalgo County requires one (1) original submittal and seven (7) copies.

SECTION III – SELECTION/EVALUATION/RANKING

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

(A) The Hidalgo County Commissioners and/or an Evaluation Committee (selected and/or designated by Hidalgo County Commissioners will review, score and evaluate the RFPs received in response to this "Request For Proposals".

(B) After the RFPs have bee reviewed, scored and evaluated, the committee will present the "Pool/Roster" grid to the Hidalgo County Commissioners Court for the purposes of ranking.

Proposals will be graded on a 100-point system with emphasis on ability to service Judge Mario E. Ramirez, Jr. Juvenile Justice Center.

1. **LICENSED SEX OFFENDER TREATMENT PROVIDER(S):** **(30 Points)**
The "Licensed Sex Offender Treatment Provider(s) should provide information related to its Qualifications. The "Licensed Sex Offender Treatment Provider(s) must be registered and licensed to practice in the State Of Texas. Must provide a copy of certificates, licenses, permits, etc., required by the state of Texas and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the Services as required. A list of, and scope of, similar projects for comparative purposes shall be included in response.

2. **UNDERSTANDING THE SERVICES/METHODOLOGY:** **(20 Points)**
The "Licensed Sex Offender Treatment Provider(s)" must state, the approach and /or methodology, in achieving and rendering all services detailed and required as the "Licensed Sex Offender Treatment Provider(s)" by the "Judge Mario E. Ramirez, Jr. If the "Licensed Sex Offender Treatment Provider(s)" currently has an active Practice, the "Licensed Sex Offender Treatment Provider" must state in detail how services and requirements will be rendered as detailed for the "Request For Proposal". "Licensed Sex Offender Treatment Provider(s)" should include any local issues or concerns that directly affect the "Licensed Sex Offender Treatment Provider(s)" understanding of the project.

3. **COST:** **(20 Points)**

Provide a standard fee proposal per psychosexual evaluation, psychosexual evaluation update/addendum, individual and/or family counseling, and group counseling based on the scope of services and requirements.

4. **ABILITY TO COMMIT TO ALL REQUIRED "SERVICES"** **(30 Points)**

The "Licensed Sex Offender Treatment Provider(s)" should provide as much background information as to it's experiences in providing similar counseling services to juveniles, parents, groups, etc."

NEGOTIATION PROCESS:

Compliance with all requirements, the most cost productive, qualified, experience, efficient and effective plan in order to create a "Pool/Roster" will be reviewed and considered in order to create "Pool/Roster". Emphasis will be placed on qualifications, experience, capability to perform the services as well as meeting the needs of the "Judge Mario E. Ramirez, Jr. Juvenile Justice Center for" - "Licensed Sex Offender Treatment Provider(s)". Accuracy and completeness are essential. Hidalgo County / Judge Mario E. Ramirez Jr., Juvenile Justice Center reserves the right to reject any and all RFPs.

RFP SUBMITTED TO: An original and seven (7) copies of RFPs should be submitted to:

US Postal Mail Address:	**Physical Address:**
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

RFPs must be submitted by **no later than 9:30 a.m. on Wednesday, January 28, 2009.**
All costs and expenses associated with the preparation and submission of (rfp's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County / Judge Mario E. Ramirez, Jr. Juvenile Justice Center.

EXHIBIT "B"

PAYMENT SCHEDULE/BEST AND FINAL OFFER

EXHIBIT "B"

PAYMENT SCHEDULE

1. Psychosexual Evaluations-Up to $395.00
2. Psychosexual Evaluations-Update/Addendum-Up to $200.00 Maximum Per Evaluations
3. Individual And/Or Family Counseling-Up to $125.00 Maximum Per Client Per Hour
4. Group Counseling-Up to $45.00 Per Person Maximum Per Client Per Hour

EXHIBIT "C"

INSURANCE REQUIREMENTS

AI-25138 **13.L.**

Renewal Of Contract #C-09-034A-02-17 (Roy Cain)

CC CONSENT

Date:	02/08/2011
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting approval to exercise the option to renew the final year extension of a two (2)-one (1) year term for C-09-034A-02-17 with Roy Cain for Judge Mario E. Ramirez,Jr., Juvenile Justice Center for "Licensed Professional Psychologists", as stipulated and provided in the contract/specifications under the same rates, terms and conditions.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-423-32-330-001-0-331

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

BUDGETARY IMPACT:

Available funds as of 2/3/11 is $17,110.00; services are on an as needed basis.

FISCAL YEAR: 2011 ACCT. #: 1-1100-423-60-330-002-0-331

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

BUDGETARY IMPACT:

Available funds as of 2/3/11 is $99,450.00; services are on an as needed basis.

Attachments

Link: C-09-034A-02-17-ROY CAIN

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/03/2011 01:14 PM	APRV
2	Budget & Management	Erika Zamora	02/03/2011 02:27 PM	APRV
3	Perla Lopez	Perla Lopez	02/03/2011 03:22 PM	APRV
4	Auditor's Office		02/04/2011 04:45 PM	NEW

Form Started By: Vangie Garcia Started On: 02/02/2011 01:33 PM

Final Approval Date: 02/04/2011

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

January 31, 2011

Roy E. Cain
801 Quince Ave, Suite 10
McAllen, Texas 78501

Re: C-09-034A-02-17-Judge Mario E. Ramirez, Jr. Juvenile Justice Center
For Licensed Professional Counselor(s)

Dear Mr. Cain:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to renew the final year extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of **Tuesday, February 8, 2011** for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than **3:00 p.m., Wednesday, February 2, 2011**, via facsimile to (956) 956-318-2629 or email to : evangelina.garcia@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: _____ Date: _____

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly

appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department

cc:

department
auditors

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

CONTRACT FOR SERVICES

THIS AGREEMENT is made effective the 17th of February, 2009, by and between the **HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT**, a department of **HIDAGLO COUNTY, TEXAS,** a political subdivision of the State of Texas (hereinafter "Department") and **Roy E. Cain, PhD** a resident of Hidalgo County, Texas (hereinafter "Contractor") to serve at the pleasure of the Department.

WITHNESSETH:

WHEREAS, Department desires to contract with a person to provide the services ~~necessary to act as a provider of professional medical and/or psychological counseling services~~ for the youth probationers served by Department (the "Clients") that are more specifically set forth hereinafter; and

WHEREAS, Contractor has agreed to provide the services enumerated hereinafter for the Department.

NOW, THEREFORE, for the mutual consideration expressed hereinafter, Department and Contractor agree as follows:

1. Contractor agrees to provide to Department and its Clients the services required of a Psychologist until replaced by Department. These services, but are not limited to:

(a) Conducting individual family and/or group counseling appropriate for the needs of each Client;

(b) Conducting psychological examination of the Clients as required by the Department;

(c) Conducting other evaluations and tests on each Client as required by the Department;

(d) Interpreting the results of any tests conducted under (b) or (c) above and submitting a written report to Department of the results of such tests and examinations, as required by Department;

(e) Developing implementing and monitoring appropriate counseling programs for the Client based on Contractor's experience, professional training and personal observations; and

(f) Serving on general call on a daily basis, except when out of town.

All records, notes and/or reports created by Contractor and relating to services provided under this Contract shall be retained by Contractor for a minimum of three (3) years following the termination of this Contract, and thereafter, until any pending audit or litigation and all questions arising there from concerning such records are resolved by a final unappealable determination of any applicable court or agency. Contractor agrees to provide Department, Texas Juvenile Probation Commission, and their employees, attorneys, and/or independent auditors access to such books and/or records to the extent permitted by any obligation of confidentiality between or among the Client and Contractor.

2. Contractor represents that it employs a psychologist licensed by the State of Texas and qualified to perform and execute the services provided above. If any such license is suspended or revoked, this Contract shall automatically be terminated as to such psychologist and Contractor shall immediately notify the Chief Juvenile Probation Officer of such suspension or revocation. In addition, under Section 236.006, Texas Family Code, Contractor certifies that the individual or business entity named in the Contract, bid or application is not ineligible to receive the specified grant, loan or payment and acknowledges that this Contract may be terminated if this certification is inaccurate.

3. Contractor shall prepare, maintain and submit all records that are designated, required or prescribed by either Department or the Texas Juvenile Probation Commission. In addition, Contractor shall permit Department and the Texas Juvenile Probation Commission to audit or inspect records and reports, review services and/or evaluate the performance of the services provided hereunder at any time, Contractor shall provide reasonable access to all records, books, reports and other pertinent data and information needed to accomplish review of activities, services and expenditures of the Department.

4. Contractor shall adopt and implement workplace guidelines concerning persons with AIDS and HIV infection and shall develop and implement guidelines regarding

confidentiality of AIDS and HIV-related medical information for employees of Contractor and for Clients, inmates, patients and/or residents served by Contractor.

5. As consideration for the above and foregoing, Contractor shall submit a monthly billing statement to the Department (P.O. Box 267, Edinburg, Texas 78540). Said statement must provide and itemized list of services rendered to Department during the statement period, based on the following schedule of fees:

Psychological Evaluations	up to $425.00 Maximum per Evaluation
Psychological Evaluations Update/Addendum	up to $250.00 Maximum per Evaluation
Individual and/or Family Counseling	up to $85.00 Maximum per Client per hour
Group Counseling	up to $ 28.00 per person Maximum per Client per hour

Upon receipt of said statement, Department shall submit a requisition for payment of said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Department will notify Contractor when state funds are used to pay for services. Contractor will account separately for the receipt and expenditure of state funds received from Department. Contractor will comply with Department's specified accounting, reporting, and auditing requirements applicable to any state funds paid to Contractor under this contract. In any event, Contractor agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures.

6. Contractor must comply with all applicable Department and Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Contractor under this Contract. Notwithstanding the foregoing sentence, Contractor represents and maintains that it is an independent contractor and is not an employee of Department, Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Department, Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Contractor agrees to be

responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

7. Department and Contractor agree that either party may terminate this Contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

8. Department hereby notifies Contractor that is Contract may be wholly or partially funded with state grant funds, and as such, this Contract shall be subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.

9. Contractor agrees to provide liability insurance covering its activities in providing the services for Department in an amount not less that the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish Department a certificate issued by the insurer that such insurance is in full force and effort.

10. Except as otherwise herein provided, Contractor may not assign the obligations or rights under this contract to any person without the prior written consent of Department.

11. Unless earlier terminated as herein provided, this Contract shall terminate on February 16, 2010.

12. Contractor agrees to abide by all appropriate performance standards and sanctions and/or penalties that may be imposed by Department, Texas Juvenile Probation Commission, and/or the Criminal Justice Division, Office of the Governor pursuant to contracts and/or grant arrangements with such entities, if any.

13. Nothing in this Contract shall be constructed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of

this Contract shall be modified only to the extent necessary to bring them within the legal requirement and only during the time such conflict exists.

14. Department will conduct regular financial and programmatic monitoring of Contractor if Contractor is paid in whole or in part with state funds to ensure performance of an compliance with contractual provisions between Department and Contractor. If required by the Texas Juvenile Probation Commission, Department will complete and Contactor will cooperate with Department, upon request by Department, in furnishing such information and documentation as Department may require in completing the Texas Juvenile Probation Commission Private Service Provider Contractual Monitoring and Evaluation Report to monitor Contactor's compliance with contractual requirements. If Contractor fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by Department, or if Contractor fails to comply with any upon the giving of ten (10) days prior written notice to Contractor.

15. No waiver by Department of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

16. This Contract contains the entire agreement between the parties hereto, and each part acknowledges that neither had made (either directly or through any agent or representative) any representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by Department and Contractor, and not otherwise.

17. 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. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to Department:

Hidalgo County Juvenile Probation Department
Attention: Israel "Buddy" Silva
P.O. Box 267
Edinburg, Texas 78540

If to Contractor:

Roy E. Cain
801 Quince Ave, Suite 10
McAllen, Texas 78501

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

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

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

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

22. The execution and performance of this Contract by Department and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of Department and Contractor in accordance with its terms.

EXECUTED as of the day and year first written above.

HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT

By: _____
Israel "Buddy" Silva, Jr., Director and Chief Juvenile Probation Officer

HIDALGO COUNTY JUVENILE BOARD

By: _____
Hon. Mario E. Ramirez, Jr., 332nd District Court Juvenile Department Overseer

CONTRACTOR:

Roy E. Cain

Roy E. Cain, PhD

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS

EXHIBIT A

REQUIREMENTS/SCOPE OF SERVICES

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER

REQUEST FOR PROPOSAL

"POOL FOR LICENSED PROFESSIONAL PSYCHOLOGIST(S)"

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER
REQUEST FOR PROPOSAL

"POOL FOR LICENSED PROFESSIONAL PSYCHOLOGIST(S)

RFP NO: 2009-034-01-28-YSI

Overview:

Hidalgo County (hereinafter referred to as "COUNTY") is soliciting proposals for "Judge Mario E. Ramirez, Jr. Juvenile Justice Center – Licensed Professional Psychologist(s)" in order to establish a "Pool" of Licensed Professional Psychologists" on an "As Needed Basis". Services "Pool/Roster" shall be for a period of One (1) Year with the County's option to renew for two (2) additional one (1) year terms. The scope of the work/services will encompass all aspects of Judge Mario E. Ramirez, Jr. Juvenile Justice Center and requires extensive knowledge and experience across all lines of coverage. The information provided in the Request For Proposals (hereinafter referred to as "RFP") is only to be used for the purpose of preparing a proposal for "Licensed Professional Psychologist(s). Requests For Proposals will be accepted until **9:30 A.M., Wednesday, January 28, 2009.** **ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFP Number: 2009-034-01-28-YSI

US Postal Mail Address:	Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

The Submittal Envelope Must Show The RFP Number, Name And Opening Date.

The following outlines the Request For Qualifications:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that request for proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:	Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN Wednesday, January 14, 2009 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, January 16, 2009. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

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

Please submit complete CIQ forms to the Hidalgo County Clerk's Office locate at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:
Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

SIGNING OF PROPOSALS:
In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter **may not** subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF CONTRACT:
It is intended that the "Pool Term" of the contract will be for an initial period of one (1) year, with County's option to renew/extend for additional two (2), one (1) year terms, under the same rates, terms, and conditions.

Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforseen delay in award of new bid for next contract term, under the same rates, terms and conditions.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

SECTION II - RFP REQUIREMENTS

REQUEST FOR PROPOSALS:
The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the proposers understanding of the project needs, the services required, and any local issues or concerns. Briefly explain how long you have been organized and your business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
Judge Mario E. Ramirez, Jr. Juvenile Justice Center is soliciting to contract with qualified licensed psychologist (s) who are qualified as a "Licenses Psychologist(s)". The person(s) directly performing the counseling services are required to be licensed psychologist(s). Credentials, qualifications to perform necessary services must be submitted. Photostat copies are acceptable.

PERSONNEL AND STAFFING:
The proposers should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for

each biographic summary provided. Information regarding the firm's credentials, education and experience with other "Juvenile Probation Entities" is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL:
This section will contain ***any/all*** licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as a qualified licensed psychologist(s).

If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

SCOPE OF SERVICES:
Judge Mario E. Ramirez, Jr. Juvenile Justice Center is soliciting to contract and establish a "Pool" of qualified licensed psychologist(s) who are qualified to provide services and expertise and licensed as "Licensed Psychologist" and meet the following specifications/requirements:

1. Provide to department and its clients the services required of a licensed professional psychologist until replaced by department. These services include but are not limited to:
    a. Conducting psychological examinations of the Clients as required by the Department;
    b. Conducting other evaluations and tests on each Client as required by the Department;
    c. Interpreting the results of any test conducted under (b) or (c) above and submitting a written report to Department of the results of such test and examinations, as required by Department;
    d. Developing implementing and monitoring appropriate counseling programs for the Client based on Contractor's experience, professional training and personal observations; and
    e. Serving on general call on a daily basis, except when out of town. All records, notes and/or reports created by Contractor and relating to services provided under this service shall be retained by Contractor for a minimum of three (3) years following the termination of the contract and thereafter, until any pending audit or litigation and all questions arising therefrom concerning such records are resolved by a final unappealable determination of any applicable court or agency. Proposer agrees to provide Department, the Texas Juvenile Probation Commission, and their employees, attorneys, and/or independent auditors access to such books and/or records to the extent permitted by any obligation of confidentiality between or among the Client and the proposer, and;
    f. Conducting individual family and/or group counseling appropriate for the needs of each Client on an as needed basis as needed.
2. Proposer represents that it employs a licensed professional psychologist by the State of Texas and qualified to perform and execute the services provided above.
3. Proposer must not be ineligible to receive specified grant, loan or payment as under Section 236.006, Texas Family Code.
4. Proposer shall prepare, maintain and submit all records that are designated, required or prescribed by either Department or the Texas Juvenile Probation Commission. In addition proposer shall permit Department and the Texas Juvenile Probation Commission to audit or inspect records and reports, review services and/or evaluate the performance of the services provided hereunder at any time. Proposer shall provide reasonable access to all records, books, reports and other pertinent data and information needed to accomplish reviews of activities, services and expenditures of the Department.
5. Proposer shall adopt and implement workplace guidelines concerning persons with AIDS and HIV infection and shall develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of proposer and for Clients, inmates, patients and/or residents served by proposer.
6. Proposer agrees to separately account for the receipt and/or expenditure of funds received pursuant to Department's services.

7. Proposer shall provide and maintain liability insurance covering its activities in providing the services for the Department in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act § 100.001, et seq., Texas Civil Practices and Remedies Code an shall furnish Department a certificate issued by the insurer that such insurance is in full force and effect.
8. Proposer agrees to abide by all appropriate performance standards and sanctions an/or penalties that may be imposed by Department, the Texas Juvenile Probation Commission, and /or the Criminal Justice Division, Office of the Governor pursuant to contracts and/or grant arrangements with such entities, if any.
9. Department will conduct regular financial and programmatic monitoring of proposer if proposer is paid in whole of in part with state funds to ensure performance of and compliance with contractual provisions between Department and proposer. If required by the Texas Juvenile Probation Commission, Department will complete and proposer will cooperate with Department, upon request by Department, in furnishing such information and documentation as Department may require in completing the Texas Juvenile Probation Commission Private Service Provider Contractual Monitoring and Evaluation Report to monitor proposer's compliance with contractual requirements.

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
Proposer(s) is to provide a standard fee proposal per psychological evaluation, psychological evaluation update/addendum, individual and/or family counseling, and group counseling based on the scope of services/work requested. Cost(s) to include all typed and signed documentation/reports to the "Judge Mario E. Ramirez, Jr. Juvenile Justice Center". The department will not be financially responsible for missed appointments.

All/Any costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County / Judge Mario E. Ramirez, Jr. Juvenile Justice Center.

NUMBER OF COPIES TO BE SUBMITTED:
Hidalgo County requires one (1) original submittal and seven (7) copies.

SECTION III – SELECTION/EVALUATION/RANKING

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

(A) The Hidalgo County Commissioners and/or an Evaluation Committee (selected and/or designated by Hidalgo County Commissioners will review, score and evaluate the RFPs received in response to this "Request For Proposals".

(B) After the RFPs have bee reviewed, scored and evaluated, the committee will present the "Pool/Roster" grid to the Hidalgo County Commissioners Court for the purposes of ranking.

Proposals will be graded on a 100-point system with emphasis on ability to service Judge Mario E. Ramirez, Jr. Juvenile Justice Center.

1. **LICENSED PSYCHOLOGIST(S):** **(30 Points)**
The "Licensed Psychologist(s) should provide information related to its Qu alifications. The "Licensed Psychologist(s) must be registered and licensed to practice in the State Of Texas. Must provide a copy of certificates, licenses, permits, etc., required by the State of Texas and any other credentials/registrations or

other pertinent information that demonstrates qualifications to perform the Services" as required. A list of, and scope of, similar projects for comparative purposes shall be included in response.

2. **UNDERSTANDING THE SERVICES/METHODOLOGY:** **(20 Points)**
The "Licensed Psychologist(s)" must state, the approach and /or methodology, in achieving and rendering all services detailed and required as the "Licensed Psychologist" by the "Judge Mario E. Ramirez, Jr. If the "Psychologist" currently has an active practice, the "Psychologist" must state in detail how services and requirements will be rendered as detailed for the "Request For Proposal". Psychologist(s) should include any local issues or concerns that directly affect the "Psychologist(s) understanding of the project.

3. **COST:** **(20 Points)**
Provide fee cost based per psychological evaluation, psychological evaluation update/addendum, individual and/or family counseling, and group counseling as requested in scope of services and requirements.

4. **ABILITY TO COMMIT TO ALL REQUIRED "SERVICES"** **(30 Points)**
The "Licensed Psychologist(s)" should provide as much background information as to it's experiences in providing similar counseling services to juveniles, parents, groups, etc."

NEGOTIATION PROCESS:
Compliance with all requirements, the most cost productive, qualified, experience, efficient and effective plan in order to create a "Pool/Roster" will be reviewed and considered in order to create "Pool/Roster". Emphasis will be placed on qualifications, experience, capability to perform the services as well as meeting the needs of the "Judge Mario E. Ramirez, Jr. Juvenile Justice Center for" - "Licensed Professional Psychologist(s) Services". Accuracy and completeness are essential. Hidalgo County / Judge Mario E. Ramirez Jr., Juvenile Justice Center reserves the right to reject any and all RFPs.

RFP SUBMITTED TO: An original and seven (7) copies of RFPs should be submitted to:

US Postal Mail Address:	**Physical Address:**
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

RFPs must be submitted by **no later than 9:30 a.m. on Wednesday, January 28, 2009.** All costs and expenses associated with the preparation and submission of (rfp's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County / Judge Mario E. Ramirez, Jr. Juvenile Justice Center.

EXHIBIT "B"

PAYMENT SCHEDULE

1. Psychological Evaluations-Up To $425.00 Maximum Per Evaluation
2. Psychological Evaluations-Update/Addendum-Up To $250.00 Maximum Per Evaluation
3. Individual And/Or Family Counseling-Up To $85.00 Maximum Per Client Per Hour
4. Group Counseling-Up To $28.00 Per Person Maximum Per Client Per Hour

EXHIBIT "C"

INSURANCE REQUIREMENTS

AI-25137 **13.M.**

Renewal Of C-09-034-02-17 (Xavier Martinez)

CC CONSENT

Date:	02/08/2011
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting approval to exercise the option to renew the final year extension of a two (2)-one (1) year term for C-09-034-02-17 with Xavier Martinez, PhD. for Judge Mario E. Ramirez,Jr., Juvenile Justice Center for "Licensed Professional Psychologists", as stipulated and provided in the contract/specifications under the same rates, terms and conditions.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-423-32-330-001-0-331

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

BUDGETARY IMPACT:

Available funds as of 2/3/11 is $17,110.00; services are on an as needed basis.

FISCAL YEAR: 2011 ACCT. #: 1-1100-423-60-330-002-0-331

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

BUDGETARY IMPACT:

Available funds as of 2/3/11 is $99,450.00; services are on an as needed basis.

Attachments

Link: Xavier Martinez-C-09-034-02-17

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/03/2011 01:13 PM	APRV
2	Budget & Management	Erika Zamora	02/03/2011 02:26 PM	APRV
3	Perla Lopez	Perla Lopez	02/03/2011 03:15 PM	APRV
4	Auditor's Office		02/04/2011 04:45 PM	NEW

Form Started By: Vangie Garcia Started On: 02/02/2011 01:16 PM

Final Approval Date: 02/04/2011

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

January 1, 2011

Xavier Martinez, PhD
2104 Remington Avenue
Edinburg Texas 78539

Re: C-0[illegible]-34-02-17-"Judge Mario E. Ramirez, Jr. Juvenile Justice Center-Licensed Professional Psychologists"

Dear Mr. Martinez:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to renew the final year extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of Tuesday, February 8, 2011 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than 3:00 p.m., Wednesday, February [illegible], 2011, via facsimile to (956) 956-318-2629 or email to : evangelina.garcia@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: _____ Date: 2-1-2011

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly

appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely

Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department

cc:

department
auditors

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

CONTRACT FOR SERVICES

THIS AGREEMENT is made effective the 17th of February, 2009, by and between the **HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT**, a department of **HIDAGLO COUNTY, TEXAS,** a political subdivision of the State of Texas (hereinafter "Department") and **Xavier Martinez, PhD** a resident of Hidalgo County, Texas (hereinafter "Contractor") to serve at the pleasure of the Department.

WITHNESSETH:

WHEREAS, Department desires to contract with a person to provide the services necessary to act as a provider of professional medical and/or psychological counseling services for the youth probationers served by Department (the "Clients") that are more specifically set forth hereinafter; and

WHEREAS, Contractor has agreed to provide the services enumerated hereinafter for the Department.

NOW, THEREFORE, for the mutual consideration expressed hereinafter, Department and Contractor agree as follows:

1. Contractor agrees to provide to Department and its Clients the services required of a Psychologist until replaced by Department. These services, but are not limited to:

(a) Conducting individual family and/or group counseling appropriate for the needs of each Client;

(b) Conducting psychological examination of the Clients as required by the Department;

(c) Conducting other evaluations and tests on each Client as required by the Department;

(d) Interpreting the results of any tests conducted under (b) or (c) above and submitting a written report to Department of the results of such tests and examinations, as required by Department;

(e) Developing implementing and monitoring appropriate counseling programs for the Client based on Contractor's experience, professional training and personal observations; and

(f) Serving on general call on a daily basis, except when out of town.

All records, notes and/or reports created by Contractor and relating to services provided under this Contract shall be retained by Contractor for a minimum of three (3) years following the termination of this Contract, and thereafter, until any pending audit or litigation and all questions arising there from concerning such records are resolved by a final unappealable determination of any applicable court or agency. Contractor agrees to provide Department, Texas Juvenile Probation Commission, and their employees, attorneys, and/or independent auditors access to such books and/or records to the extent permitted by any obligation of confidentiality between or among the Client and Contractor.

2. Contractor represents that it employs a psychologist licensed by the State of Texas and qualified to perform and execute the services provided above. If any such license is suspended or revoked, this Contract shall automatically be terminated as to such psychologist and Contractor shall immediately notify the Chief Juvenile Probation Officer of such suspension or revocation. In addition, under Section 236.006, Texas Family Code, Contractor certifies that the individual or business entity named in the Contract, bid or application is not ineligible to receive the specified grant, loan or payment and acknowledges that this Contract may be terminated if this certification is inaccurate.

3. Contractor shall prepare, maintain and submit all records that are designated, required or prescribed by either Department or the Texas Juvenile Probation Commission. In addition, Contractor shall permit Department and the Texas Juvenile Probation Commission to audit or inspect records and reports, review services and/or evaluate the performance of the services provided hereunder at any time, Contractor shall provide reasonable access to all records, books, reports and other pertinent data and information needed to accomplish review of activities, services and expenditures of the Department.

4. Contractor shall adopt and implement workplace guidelines concerning persons with AIDS and HIV infection and shall develop and implement guidelines regarding

confidentiality of AIDS and HIV-related medical information for employees of Contractor and for Clients, inmates, patients and/or residents served by Contractor.

5. As consideration for the above and foregoing, Contractor shall submit a monthly billing statement to the Department (P.O. Box 267, Edinburg, Texas 78540). Said statement must provide and itemized list of services rendered to Department during the statement period, based on the following schedule of fees:

Psychological Evaluations	up to $425.00 Maximum per Evaluation
Psychological Evaluations Update/Addendum	up to $250.00 Maximum per Evaluation
Individual and/or Family Counseling	up to $85.00 Maximum per Client per hour
Group Counseling	up to $ 28.00 per person Maximum per Client per hour

Upon receipt of said statement, Department shall submit a requisition for payment of said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Department will notify Contractor when state funds are used to pay for services. Contractor will account separately for the receipt and expenditure of state funds received from Department. Contractor will comply with Department's specified accounting, reporting, and auditing requirements applicable to any state funds paid to Contractor under this contract. In any event, Contractor agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures.

6. Contractor must comply with all applicable Department and Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Contractor under this Contract. Notwithstanding the foregoing sentence, Contractor represents and maintains that it is an independent contractor and is not an employee of Department, Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Department, Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Contractor agrees to be

responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

7. Department and Contractor agree that either party may terminate this Contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

8. Department hereby notifies Contractor that is Contract may be wholly or partially funded with state grant funds, and as such, this Contract shall be subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.

9. Contractor agrees to provide liability insurance covering its activities in providing the services for Department in an amount not less that the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish Department a certificate issued by the insurer that such insurance is in full force and effort.

10. Except as otherwise herein provided, Contractor may not assign the obligations or rights under this contract to any person without the prior written consent of Department.

11. Unless earlier terminated as herein provided, this Contract shall terminate on February 16, 2010.

12. Contractor agrees to abide by all appropriate performance standards and sanctions and/or penalties that may be imposed by Department, Texas Juvenile Probation Commission, and/or the Criminal Justice Division, Office of the Governor pursuant to contracts and/or grant arrangements with such entities, if any.

13. Nothing in this Contract shall be constructed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of

this Contract shall be modified only to the extent necessary to bring them within the legal requirement and only during the time such conflict exists.

14. Department will conduct regular financial and programmatic monitoring of Contractor if Contractor is paid in whole or in part with state funds to ensure performance of an compliance with contractual provisions between Department and Contractor. If required by the Texas Juvenile Probation Commission, Department will complete and Contactor will cooperate with Department, upon request by Department, in furnishing such information and documentation as Department may require in completing the Texas Juvenile Probation Commission Private Service Provider Contractual Monitoring and Evaluation Report to monitor Contactor's compliance with contractual requirements. If Contractor fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by Department, or if Contractor fails to comply with any upon the giving of ten (10) days prior written notice to Contractor.

15. No waiver by Department of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

16. This Contract contains the entire agreement between the parties hereto, and each part acknowledges that neither had made (either directly or through any agent or representative) any representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by Department and Contractor, and not otherwise.

17. 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. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to Department:	Hidalgo County Juvenile Probation Department Attention: Israel "Buddy" Silva P.O. Box 267 Edinburg, Texas 78540
If to Contractor:	Xavier Martinez, PhD 2104 Remington Avenue Edinburg, Texas 78539

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

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

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

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

22. The execution and performance of this Contract by Department and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of Department and Contractor in accordance with its terms.

EXECUTED as of the day and year first written above.

HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT

By: _____
Israel "Buddy" Silva, Jr., Director and Chief Juvenile Probation Officer

HIDALGO COUNTY JUVENILE BOARD

By: _____
Hon. Mario E. Ramirez, Jr., 332nd District Court Juvenile Department Overseer

CONTRACTOR:

_____
Xavier Martinez, PhD

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS

EXHIBIT A

REQUIREMENTS/SCOPE OF SERVICES

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER

REQUEST FOR PROPOSAL

"POOL FOR LICENSED PROFESSIONAL PSYCHOLOGIST(S)"

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER
REQUEST FOR PROPOSAL

"POOL FOR LICENSED PROFESSIONAL PSYCHOLOGIST(S)

RFP NO: 2009-034-01-28-YSI

Overview:

Hidalgo County (hereinafter referred to as "COUNTY") is soliciting proposals for "Judge Mario E. Ramirez, Jr. Juvenile Justice Center – Licensed Professional Psychologist(s)" in order to establish a "Pool" of Licensed Professional Psychologists" on an "As Needed Basis". Services "Pool/Roster" shall be for a period of One (1) Year with the County's option to renew for two (2) additional one (1) year terms. The scope of the work/services will encompass all aspects of Judge Mario E. Ramirez, Jr. Juvenile Justice Center and requires extensive knowledge and experience across all lines of coverage. The information provided in the Request For Proposals (hereinafter referred to as "RFP") is only to be used for the purpose of preparing a proposal for "Licensed Professional Psychologist(s). Requests For Proposals will be accepted until **9:30 A.M., Wednesday, January 28, 2009.** **ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFP Number: 2009-034-01-28-YSI

US Postal Mail Address:	Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

The Submittal Envelope Must Show The RFP Number, Name And Opening Date.

The following outlines the Request For Qualifications:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that request for proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:	**Physical Address:**
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN Wednesday, January 14, 2009 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, January 16, 2009. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

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

Please submit complete CIQ forms to the Hidalgo County Clerk's Office locate at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:
Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

SIGNING OF PROPOSALS:
In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter **may not** subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF CONTRACT:
It is intended that the "Pool Term" of the contract will be for an initial period of one (1) year, with County's option to renew/extend for additional two (2), one (1) year terms, under the same rates, terms, and conditions.

Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforseen delay in award of new bid for next contract term, under the same rates, terms and conditions.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

SECTION II - RFP REQUIREMENTS

REQUEST FOR PROPOSALS:
The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the proposers understanding of the project needs, the services required, and any local issues or concerns. Briefly explain how long you have been organized and your business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
Judge Mario E. Ramirez, Jr. Juvenile Justice Center is soliciting to contract with qualified licensed psychologist (s) who are qualified as a "Licenses Psychologist(s)". The person(s) directly performing the counseling services are required to be licensed psychologist(s). Credentials, qualifications to perform necessary services must be submitted. Photostat copies are acceptable.

PERSONNEL AND STAFFING:
The proposers should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for

each biographic summary provided. Information regarding the firm's credentials, education and experience with other "Juvenile Probation Entities" is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL:
This section will contain ***any/all*** licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as a qualified licensed psychologist(s).

If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

SCOPE OF SERVICES:
Judge Mario E. Ramirez, Jr. Juvenile Justice Center is soliciting to contract and establish a "Pool" of qualified licensed psychologist(s) who are qualified to provide services and expertise and licensed as "Licensed Psychologist" and meet the following specifications/requirements:

1. Provide to department and its clients the services required of a licensed professional psychologist until replaced by department. These services include but are not limited to:
    a. Conducting psychological examinations of the Clients as required by the Department;
    b. Conducting other evaluations and tests on each Client as required by the Department;
    c. Interpreting the results of any test conducted under (b) or (c) above and submitting a written report to Department of the results of such test and examinations, as required by Department;
    d. Developing implementing and monitoring appropriate counseling programs for the Client based on Contractor's experience, professional training and personal observations; and
    e. Serving on general call on a daily basis, except when out of town. All records, notes and/or reports created by Contractor and relating to services provided under this service shall be retained by Contractor for a minimum of three (3) years following the termination of the contract and thereafter, until any pending audit or litigation and all questions arising therefrom concerning such records are resolved by a final unappealable determination of any applicable court or agency. Proposer agrees to provide Department, the Texas Juvenile Probation Commission, and their employees, attorneys, and/or independent auditors access to such books and/or records to the extent permitted by any obligation of confidentiality between or among the Client and the proposer, and;
    f. Conducting individual family and/or group counseling appropriate for the needs of each Client on an as needed basis as needed.
2. Proposer represents that it employs a licensed professional psychologist by the State of Texas and qualified to perform and execute the services provided above.
3. Proposer must not be ineligible to receive specified grant, loan or payment as under Section 236.006, Texas Family Code.
4. Proposer shall prepare, maintain and submit all records that are designated, required or prescribed by either Department or the Texas Juvenile Probation Commission. In addition proposer shall permit Department and the Texas Juvenile Probation Commission to audit or inspect records and reports, review services and/or evaluate the performance of the services provided hereunder at any time. Proposer shall provide reasonable access to all records, books, reports and other pertinent data and information needed to accomplish reviews of activities, services and expenditures of the Department.
5. Proposer shall adopt and implement workplace guidelines concerning persons with AIDS and HIV infection and shall develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of proposer and for Clients, inmates, patients and/or residents served by proposer.
6. Proposer agrees to separately account for the receipt and/or expenditure of funds received pursuant to Department's services.

7. Proposer shall provide and maintain liability insurance covering its activities in providing the services for the Department in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act § 100.001, et seq., Texas Civil Practices and Remedies Code an shall furnish Department a certificate issued by the insurer that such insurance is in full force and effect.
8. Proposer agrees to abide by all appropriate performance standards and sanctions an/or penalties that may be imposed by Department, the Texas Juvenile Probation Commission, and /or the Criminal Justice Division, Office of the Governor pursuant to contracts and/or grant arrangements with such entities, if any.
9. Department will conduct regular financial and programmatic monitoring of proposer if proposer is paid in whole of in part with state funds to ensure performance of and compliance with contractual provisions between Department and proposer. If required by the Texas Juvenile Probation Commission, Department will complete and proposer will cooperate with Department, upon request by Department, in furnishing such information and documentation as Department may require in completing the Texas Juvenile Probation Commission Private Service Provider Contractual Monitoring and Evaluation Report to monitor proposer's compliance with contractual requirements.

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
Proposer(s) is to provide a standard fee proposal per psychological evaluation, psychological evaluation update/addendum, individual and/or family counseling, and group counseling based on the scope of services/work requested. Cost(s) to include all typed and signed documentation/reports to the "Judge Mario E. Ramirez, Jr. Juvenile Justice Center". The department will not be financially responsible for missed appointments.

All/Any costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County / Judge Mario E. Ramirez, Jr. Juvenile Justice Center.

NUMBER OF COPIES TO BE SUBMITTED:
Hidalgo County requires one (1) original submittal and seven (7) copies.

SECTION III – SELECTION/EVALUATION/RANKING

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

(A) The Hidalgo County Commissioners and/or an Evaluation Committee (selected and/or designated by Hidalgo County Commissioners will review, score and evaluate the RFPs received in response to this "Request For Proposals".

(B) After the RFPs have bee reviewed, scored and evaluated, the committee will present the "Pool/Roster" grid to the Hidalgo County Commissioners Court for the purposes of ranking.

Proposals will be graded on a 100-point system with emphasis on ability to service Judge Mario E. Ramirez, Jr. Juvenile Justice Center.

1. **LICENSED PSYCHOLOGIST(S):** **(30 Points)**
The "Licensed Psychologist(s) should provide information related to its Qu alifications. The "Licensed Psychologist(s) must be registered and licensed to practice in the State Of Texas. Must provide a copy of certificates, licenses, permits, etc., required by the State of Texas and any other credentials/registrations or

other pertinent information that demonstrates qualifications to perform the Services" as required. A list of, and scope of, similar projects for comparative purposes shall be included in response.

2. **UNDERSTANDING THE SERVICES/METHODOLOGY:** **(20 Points)**
The "Licensed Psychologist(s)" must state, the approach and /or methodology, in achieving and rendering all services detailed and required as the "Licensed Psychologist" by the "Judge Mario E. Ramirez, Jr. If the "Psychologist" currently has an active practice, the "Psychologist" must state in detail how services and requirements will be rendered as detailed for the "Request For Proposal". Psychologist(s) should include any local issues or concerns that directly affect the "Psychologist(s) understanding of the project.

3. **COST:** **(20 Points)**
Provide fee cost based per psychological evaluation, psychological evaluation update/addendum, individual and/or family counseling, and group counseling as requested in scope of services and requirements.

4. **ABILITY TO COMMIT TO ALL REQUIRED "SERVICES"** **(30 Points)**
The "Licensed Psychologist(s)" should provide as much background information as to it's experiences in providing similar counseling services to juveniles, parents, groups, etc."

NEGOTIATION PROCESS:
Compliance with all requirements, the most cost productive, qualified, experience, efficient and effective plan in order to create a "Pool/Roster" will be reviewed and considered in order to create "Pool/Roster". Emphasis will be placed on qualifications, experience, capability to perform the services as well as meeting the needs of the "Judge Mario E. Ramirez, Jr. Juvenile Justice Center for" - "Licensed Professional Psychologist(s) Services". Accuracy and completeness are essential. Hidalgo County / Judge Mario E. Ramirez Jr., Juvenile Justice Center reserves the right to reject any and all RFPs.

RFP SUBMITTED TO: An original and seven (7) copies of RFPs should be submitted to:

US Postal Mail Address:	Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

RFPs must be submitted by **no later than 9:30 a.m. on Wednesday, January 28, 2009.** All costs and expenses associated with the preparation and submission of (rfp's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County / Judge Mario E. Ramirez, Jr. Juvenile Justice Center.

EXHIBIT "B"

PAYMENT SCHEDULE

1. Psychological Evaluations- Up To $425.00 Maximum Per Evaluation
2. Psychological Evaluations-Update/Addendum-Up To $250.00 Maximum Per Evaluations
3. Individual And/Or Family Counseling-Up to $85.00 Maximum Per client Per Hour
4. Group Counseling-Up To $28.00 Per Person Maximum Per Client Per Hour

EXHIBIT "C"

INSURANCE REQUIREMENTS

DARWIN NATIONAL ASSURANCE COMPANY

11/20/09 - A Psychologists' Professional Liability Policy

THIS IS A CLAIMS MADE POLICY - PLEASE READ CAREFULLY

*** RENEWAL ***

NOTICE: A LOWER LIMIT OF LIABILITY APPLIES TO JUDGMENTS OR SETTLEMENTS WHEN THERE ARE ALLEGATIONS OF SEXUAL MISCONDUCT (SEE THE SPECIAL PROVISION "SEXUAL MISCONDUCT" IN THE POLICY).

DECLARATIONS

POLICY NO: 5010-6157 ACCOUNT NO: TX-MARX350-0 0162790C

ITEM 1. (a) NAME AND ADDRESS OF INSURED:

XAVIER MARTINEZ, PH.D.
P O BOX 334
LINN, TX 78563

ITEM 1. (b) ADDITIONAL NAMED INSUREDS:

TYPE OF ORG: INDIVIDUAL

ITEM 2. ADDITIONAL INSUREDS:

ITEM 3. POLICY PERIOD: FROM: 02/01/10 TO: 02/01/11
12:01A.M. STANDARD TIME AT THE ADDRESS OF THE INSURED AS STATED HEREIN:

ITEM 4. LIMITS OF LIABILITY:

(a) $ 1,000,000 EACH WRONGFUL ACT OR SERIES OF CONTINUOUS, REPEATED OR INTERRELATED WRONGFUL ACTS OR OCCURRENCE

(b) $ 5,000 COSTS RELATED TO ANY SINGLE PROCEEDING

(c) $ 1,000,000 AGGREGATE, FOR ALL CLAIMS AND ALL PROCEEDINGS

ITEM 5. PREMIUM SCHEDULE:

CLASSIFICATION	NUMBER	RATE	ANNUAL PREMIUM
1ST PSYCHOLOGIST	1	700.00	700.00
INDEPENDENT CONTRACTORS	1	11.00	11.00
DEFENSE LIMIT			.00
		TOTAL PREMIUM:	640.00

ITEM 6. RETROACTIVE DATE: 02/01/92

ITEM 7. EXTENDED REPORTING PERIOD
ADDITIONAL PREMIUM (if exercised):$ 1,120.00 SCHEDULED RATING CREDIT INCLUDED

ITEM 8. POLICY FORMS AND ENDORSEMENTS ATTACHED TO THIS POLICY

PRGE2000 (3/2006) PRGe1106 (10/2006)

THIS IS NOT A BILL. PREMIUM HAS BEEN PAID.

PRGE2005 (3/2006)

AUTHORIZED COMPANY REPRESENTATIVE
American Professional Agency * 95 Broadway, Amityville, NY 11701

12/09/10 -

DARWIN NATIONAL ASSURANCE COMPANY

Psychologists' Professional Liability Policy

THIS IS A CLAIMS MADE POLICY - PLEASE READ CAREFULLY

*** RENEWAL ***

NOTICE: A LOWER MIT OF LIABILITY APPLIES TO JUDGMENTS OR SETTLEMENTS WHEN THERE ARE ALLEGATIONS OF SEXUAL MISCON UCT (SEE THE SPECIAL PROVISION "SEXUAL MISCONDUCT" IN THE POLICY).

DECLARATIONS

POLICY NO: 010-6157

ITEM 1. (a) NAME ND ADDRESS OF INSURED:

XA ER MARTINEZ, PH.D.
P BOX 334
LIN , TX 78563

ACCOUNT NO: TX-MARX350-0 0162790C

ITEM 1. (b) ADDITIONAL NAMED INSUREDS:

TYPE OF ORG: INDIVIDUAL

ITEM 2. ADDIT NAL INSUREDS:

ITEM 3. POLIC ERIOD: FROM: 02/01/11 TO: 02/01/12
12:01A.M. STANDARD TIME AT THE ADDRESS OF THE INSURED AS STATED HEREIN:

ITEM 4. LIMITS F LIABILITY:

(a) $ 1,000,000 EACH WRONGFUL ACT OR SERIES OF CONTINUOUS, REPEATED OR INTERRELATED WRONGFUL ACTS OR OCCURRENCE

(b) $ 5,000 COSTS RELATED TO ANY SINGLE PROCEEDING

(c) $ 1,000,000 AGGREGATE, FOR ALL CLAIMS AND ALL PROCEEDINGS

ITEM 5. PREMI M SCHEDULE:

CLASSIFICATION	NUMBER	RATE	ANNUAL PREMIUM
1ST PSYCHOLOGIST	1	700.00	700.00
DEFENSE LIMIT			.00
		TOTAL PREMIUM:	630.00

ITEM 6. RETROA TIVE DATE: 02/01/92

ITEM 7. EXTEND D REPORTING PERIOD
ADDITI AL PREMIUM (if exercised):$ 1,103.00 SCHEDULED RATING CREDIT INCLUDED

ITEM 8. POLICY ORMS AND ENDORSEMENTS ATTACHED TO THIS POLICY
PRGE2000 (3/ 006) PRGe1106 (10/2006)

THIS IS NOT A BI .. PREMIUM HAS BEEN PAID.
PRGE2005 (3/2006)

AUTHORIZED COMPANY REPRESENTATIVE
American Professional Agency * 95 Broadway, Amityville, NY 11701

FARM BUREAU TEXAS
Helping You Is What We Do Best.
www.txfb-ins.com

TEXAS FARM BUREAU
MUTUAL INSURANCE COMPANY
7420 FISH POND WACO TX 76710-1010
PO BOX 2689 WACO TX 76702-2689

TEXAS PERSONAL AUTO POLICY RENEWAL CERTIFICATE

RENLCRT
J .6000
108 - 24562 RZ 0
POLICY NO. 21715560 MEMBER NO.
CALL YOUR AGENT 956-787-8844
FOR AUTO-FIRE-LIFE-HEALTH INSUR

CLAIMS FREE DISCOUNT 5% COMPANION POLICY DISCOUNT 15%

POLICY PERIOD: From 10-16-2010 To 04-16-2011
12:01 A.M. Standard Time at the address of the named insured as stated herein.

Named Insured and Mailing Address

108 24562 21715560 I
XAVIER MARTINEZ
PO BOX 334
LINN TX 78563-0334

DRIVER NAMES
XAVIER MARTINEZ
XAVIER MARTINEZ

1=Multi-Car 2=Driver's Training 3=Defensive Driving Course 4=Passive Restraint 5=Anti Theft 6=Academic Achievement 7=Age 50 - 64 8=Claims Free 9=Companion Policy

VEH#	YR	MAKE	MODEL	VEHICLE ID NO	SYM	CTY	TERR	CLASS	PTS	HO	DISCOUNTS	LIENHOLDER (BY 528A END)
1	2002	CHEV	PKPGX4	1CCHK29U82E277192	15	108	057	IB 5			1,4,5,7,8,9	
2	2010	TYTA	SEDAN	4T1BK3EK4AU102860	16	108	057	IA 5			1,4,5,7,8,9	TOYOTA MOTOR CREDIT COMPANY

Coverage and Limits of Liability		Premiums VEH #1	VEH #2	VEH #3	VEH #4
LIABILITY:					
BODILY INJURY	$25,000 EACH PERSON/$50,000 EACH ACCIDENT	$ 63.00	$ 56.00		
PROPERTY DAMAGE	$25,000 EACH ACCIDENT	$ 34.00	$ 30.00		
MEDICAL PAYMENTS or PERSONAL INJURY PROTECTION: $10000 EACH PERSON PIP		$ 33.00	$ 23.00		
UNINSURED/UNDERINSURED MOTORISTS:					
BODILY INJURY	$25,000 EACH PERSON/$50,000 EACH ACCIDENT	$ 16.00	$ 16.00		
PROPERTY DAMAGE	$25,000 EACH ACCIDENT/$250 DEDUCTIBLE	$ 17.00	$ 17.00		
DAMAGE TO YOUR AUTO:					
SPECIFIED PERILS-522A END.					
OTHER THAN COLLISION	DED VEH #1 $500 VEH #2 $500				
COLLISION DED	VEH #1 $500 VEH #2 $500	$ 52.00	$ 63.00		
AUTO DEATH INDEMNITY AN	TOTAL DISABILITY-565 END.-COVERAGE A-$5000 EACH PERSON	$ 52.00	$ 62.00		
XAVIER MARTINEZ		$ 1.00			
CHARGEABLE ENDORSEMENT	524A TOWING AND LABOR $120 PER DISABLEMENT	$ 2.00	$ 2.00		
	523C RENTAL REIMBURSEMENT $35 PER DAY/$1050 AGGREGATE	$ 7.00	$ 7.00		
POLICY ENDORSEMENTS:	551, 575A				
TOTAL PREMIUM		$ 277.00	$ 276.00		$ 553
AUTOMOBILE THEFT PREVENTION AUTHORITY FEE (SEE ENCLOSED EXPLANATION)					$ 1
RENEWAL PREMIUM					$ 554

402120
S 03-20-2008(FD)CRF & FDLCRF)

***** IMPORTANT *****
YOUR TEXAS LIABILITY INSURANCE CARDS ARE ENCLOSED
PLEASE DO NOT DISCARD
YOUR TEXAS LIABILITY INSURANCE CARDS FOLLOW THIS DOCUMENT
PLEASE REMOVE YOUR CARDS AND RETAIN FOR PROOF OF LIABILITY INSURANCE

THIS IS NOT A BILL
YOUR RENEWAL PREMIUM AND INSTALLMENT AMOUNT(S) WILL BE REFLECTED ON YOUR NEXT BILLING STATEMENT

09-16-201

AI-25134 **13.N.**

Requesting Approval of Payment for L&G Engineering
CC CONSENT

Date:	02/08/2011
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 3

Information

CAPTION

Acceptance, and approval of the following invoices submitted by contracted/projected engineer, L & G Consulting Engineers, Inc.:

1. Invoice No. 11323698- $8,375.00 for "FM 681 Project; From FM 2221/FM 492"-C-09-192A-06-08;
2. Invoice No. 11323699- $26,630.00 for "FM 681 From FM 2221 to SH 107"-C-09-192-06-08.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1315-431-00-123-071-0-841
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

For Invoice No. 11323698: Available funds in P.O. #625225 as of 2/3/11 is $369,446.77; pending P.O. carryover.

FISCAL YEAR: 2011 **ACCT. #:** 1-1315-431-00-123-070-0-841
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

For Invoice No. 1132699: Available funds in P.O. #625224 as of 2/3/11 is $635,227.29; pending P.O. carryover.

Attachments

Link: Invoices

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/03/2011 12:59 PM	APRV
2	Budget & Management	Erika Zamora	02/03/2011 02:25 PM	APRV
3	Perla Lopez	Perla Lopez	02/03/2011 03:03 PM	APRV
4	Auditor's Office	Angela Garcia	02/04/2011 04:45 PM	APRV

Form Started By: Rocio Villarreal

Started On: 02/02/2011 01:03 PM

Final Approval Date: 02/04/2011

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11323698
INVOICE DATE: 01/31/11

SIGN: _____
REQ# 15654
PO# 625225

BILL TO: 08
Hidalgo County Pct. #3
P.O. Box 607
Mission, TX 78572

JOB: 090502
FM 681 Project
From FM 2221/FM 492:
FM 681 to FM 364

Contract# C-09-192A-06-08 P.O.#625225

Engineering services for the month of January 2011.

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
13020-ROW Map/Sub	99,200.00	94,240.00	4,960.00	99,200.00	100.0	
13021-Surv/Plans&Dsp	16,611.68	15,781.10		15,781.10	95.0	830.58
13010-Field Srvy/Sub	30,940.00	29,393.00		29,393.00	95.0	1,547.00
13050-Detail Sy/Sub	7,154.00	7,154.00		7,154.00	100.0	
16001-ROW Design	126,800.00	107,780.00		107,780.00	85.0	19,020.00
16102-Hydraulic Dsgn	20,000.00	17,000.00		17,000.00	85.0	3,000.00
16104-Detail Dsgn	20,000.00	17,000.00		17,000.00	85.0	3,000.00
16001-Signing	10,000.00	8,500.00		8,500.00	85.0	1,500.00
16202-Pvmt Marking	8,000.00	6,800.00		6,800.00	85.0	1,200.00
16300-Signal/ITS	8,490.57	4,245.29		4,245.29	50.0	4,245.28
16230-Signal/ITS Sub	30,000.00	15,000.00	3,000.00	18,000.00	60.0	12,000.00
16302-Traf Cntrl Plan	15,000.00	14,250.00		14,250.00	95.0	750.00
16304-Irrigation	15,000.00	12,750.00		12,750.00	85.0	2,250.00
16306-Qty Check	15,000.00	12,750.00		12,750.00	85.0	2,250.00
16307-Utilities	15,000.00	13,500.00		13,500.00	90.0	1,500.00
37001-Const Mgmt	14,433.96				0.0	14,433.96
60000-ROW Acq Admin	145,172.17	101,620.52		101,620.52	70.0	43,551.65
60100-Title Services	19,200.00	11,520.00		11,520.00	60.0	7,680.00
60200-Appraisal Srv	22,400.00				0.0	22,400.00
60220-Appr Svc/Sub	64,000.00				0.0	64,000.00
60300-Appraisal Rvw	13,600.00				0.0	13,600.00
60301-Apprais Update	4,500.00				0.0	4,500.00
60330-Appr Rvw/Sub	12,000.00				0.0	12,000.00
60400-Parcel Negotiat	112,000.00				0.0	112,000.00
60500-Closng Srvs Fee	6,400.00				0.0	6,400.00
60600-Relocation Srv	6,000.00				0.0	6,000.00
60700-Land	18,283.02	18,283.02		18,283.02	100.0	
TOTALS	875,185.40	537,566.93	7,960.00	545,526.93	58.9	329,658.47
16000-ROW Design	14,133.02	12,719.72		12,719.72	90.0	1,413.30
13021-ROW Map/Sub	4,150.00	3,735.00	415.00	4,150.00	100.0	
60700-Land	18,283.02	-18,283.02		-18,283.02	100.0	
Supplemental #1						

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11323698
INVOICE DATE: 01/31/11
PAGE: 2

BILL TO: 08
Hidalgo County Pct. #3
P.O. Box 607
Mission, TX 78572

JOB: 090502
FM 681 Project
From FM 2221/FM 492:
FM 681 to FM 364

Contract# C-09-192A-06-08 P.O.#625225

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
TOTALS	875,185.40	505,738.63	8,375.00	514,113.63	58.7	361,071.77

ORIGINAL CONTRACT SUM	$	875,185.40
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	875,185.40
TOTAL COMPLETED TO DATE	$	514,113.63
LESS PREVIOUS INVOICES	$	505,738.63
CURRENT PAYMENT DUE	$	8,375.00

PROJECT MANAGER'S SIGNATURE

INVOICE RECEIVED BY
_____ ON 2/1/11
GOODS/SERVICES RECEIVED BY
_____ ON 1/3/11
1-136-431-00-123-071-0-841

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11323699
INVOICE DATE: 01/31/11

SIGN: _____
REQ# 15841
PO# 625224

BILL TO: 08
Hidalgo County Pct. #3
P.O. Box 607
Mission, TX 78572

JOB: 090501
FM 681
From FM 2221 to SH 107

Contract# C-09-192-06-08 P.O.#625224

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of January 2011.						
13102-R/W Map	6,200.00	5,890.00	310.00	6,200.00	100.0	
13020-ROW Map/Sub	158,100.00	150,195.00	7,905.00	158,100.00	100.0	
15001-Surv.Plans&Des	677.32	643.45		643.45	95.0	33.87
15010-Field Surv/Sub	65,748.00	62,460.60		62,460.60	95.0	3,287.40
15305-Outfall Sy Sur	15,204.00	15,204.00		15,204.00	100.0	
15060-Outfall Sy Sub	34,218.00	34,218.00		34,218.00	100.0	
16001-RDwy Design	365,920.00	311,032.00		311,032.00	85.0	54,888.00
16102-Hydraulic Dsgn	40,000.00	34,000.00		34,000.00	85.0	6,000.00
16104-Outfall Dsgn	40,000.00	34,000.00		34,000.00	85.0	6,000.00
16201-Signing	20,000.00	17,000.00		17,000.00	85.0	3,000.00
16202 Pvmt Marking	16,000.00	13,600.00		13,600.00	85.0	2,400.00
16230 Signal/Illum	90,000.00	63,000.00	18,000.00	81,000.00	90.0	9,000.00
16303-Traf Contrl Plr	30,000.00	28,500.00		28,500.00	95.0	1,500.00
16304-Irrigation	30,000.00	25,500.00		25,500.00	85.0	4,500.00
16306-Qty Specs	30,000.00	25,500.00		25,500.00	85.0	4,500.00
16307-Utilities	30,000.00	27,000.00		27,000.00	90.0	3,000.00
32001-Const. Pgmt	22,075.47				0.0	22,075.47
40000-R/W Acq. Admn	272,852.83	190,996.98		190,996.98	70.0	81,855.85
60100 Title Services	31,800.00	31,800.00		31,800.00	100.0	
60200-Appraisal Srv	37,100.00				0.0	37,100.00
60220-Appr Svc/Sub	106,000.00				0.0	106,000.00
60300-Appraisal R/W	22,525.00				0.0	22,525.00
60301-Apprais Update	9,500.00				0.0	9,500.00
60330 Appr Rev/Sub	19,875.00				0.0	19,875.00
60400-Parcel Negtion	185,500.00				0.0	185,500.00
60500-Clrng Strc Fee	10,600.00				0.0	10,600.00
60600-Relocation Srv	12,000.00				0.0	12,000.00
60700-Land	38,716.98	38,716.98		38,716.98	100.0	
TOTALS:	1,740,617.60	1,109,257.01	26,215.00	1,135,472.01	65.2	605,140.59
16002-RDwy Dsg-2 Set	34,566.98	31,110.28		31,110.28	90.0	3,456.70
13021-ROW Map/Sub	4,150.00	3,735.00	415.00	4,150.00	100.0	
60700-Land	-38,716.98	-38,716.98		-38,716.98	100.0	
Supplemental #1						

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11323699
INVOICE DATE: 01/31/11
PAGE: 2

BILL TO: 08
Hidalgo County Pct. #3
P.O. Box 607
Mission, TX 78572

JOB: 090501
FM 681
From FM 2221 to SH 107

Contract# C-09-192-06-08 P.O.#625224

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
TOTALS	1,740,612.60	1,105,385.31	26,630.00	1,132,015.31	65.0	608,597.29

ORIGINAL CONTRACT SUM	$	1,740,612.60
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	1,740,612.60
TOTAL COMPLETED TO DATE	$	1,132,015.31
LESS PREVIOUS INVOICES	$	1,105,385.31
CURRENT PAYMENT DUE	$	26,630.00

PROJECT MANAGER'S SIGNATURE

INVOICE RECEIVED BY
____ ON 2/1/11
GOODS/SERVICES RECEIVED BY
____ ON 2/2/11
1-015-451-W-125-070-0-511

AI-25133 **13.O.**

Renewal Of C-07-274-02-21-Marin Garza

CC CONSENT

Date:	02/08/2011
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting approval to exercise the option to renew the final year extension of a two (2)-one (1) year term for C-07-274-02-21 contract-Judge Mario E. Ramirez, Jr. Juvenile Justice Center-Chief Physician Services as stipulated and provided in contract/specifications under the same rates, terms and conditions.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-423-32-330-001-0-331

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

BUDGETARY IMPACT:

Available balance as of 2/3/11 is $17,110.00.

FISCAL YEAR: 2011 ACCT. #: 1-1100-423-60-330-002-0-331

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

BUDGETARY IMPACT:

Available balance as of 2/3/11 is $99,450.00.

Attachments

Link: Marin Garza-C-07-274-02-21

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/03/2011 09:41 AM	APRV
2	Budget & Management	Erika Zamora	02/03/2011 11:02 AM	APRV
3	Perla Lopez	Perla Lopez	02/03/2011 11:23 AM	APRV
4	Auditor's Office		02/04/2011 04:45 PM	NEW

Form Started By: Vangie Garcia Started On: 02/02/2011 12:33 PM

Final Approval Date: 02/04/2011

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-262

January 31, 2011

Marin Garza, MD
PO Box 180
Linn, Texas 78563

Re: C-07-274-02-21-"Judge Mario E. Ramirez, Jr. Juvenile Justice Center-Chief Physician Services"

Dear Dr. Garza:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to renew/extend final year as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of Tuesday, February 8, 2011 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than 3:00 p.m., Wednesday, February 3, 2011, via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: Marin Garza MD by Kelly Roberts Date: 2/2/11

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly

appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,
Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department

cc:

department
auditors

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONTRACT FOR SERVICES
C-07-274-02-21

THIS AGREEMENT is made as of the 21st day of, February, 2008 by and between **HIDALGO COUNTY, TEXAS,** a political subdivision of the State of Texas (the "County") and **Marin Garza, M.D.** (the "Chief Physician") to serve at the pleasure of The Board of Judges Meeting.

W I T N E S S E T H:

WHEREAS, County desires to contract with a person to provide the services necessary to act as chief physician for the Judge Mario E. Ramirez, Jr. Juvenile Justice Center (the "Juvenile Justice Center") more specifically set forth hereinafter; and

WHEREAS, Chief Physician has agreed to provide the services enumerated hereinafter for the Hidalgo County Juvenile Probation Department.

NOW, THEREFORE, for the mutual consideration expressed hereinafter, County and Chief Physician agree as follows:

1. Chief Physician agrees to provide to County and its Juvenile Probation Department (the "Department") the services required of a Chief Physician for the Juvenile Justice Center. These services include, but are not limited to:

a. Providing and maintaining a medical license under which all medical activities of the Juvenile Justice Center will take place.

b. Providing standing delegation orders to nurse practitioners and nurses;

c. Supervising medical procedures.

d. Conducting physical examinations of the detainees as required by the Juvenile Justice Center.

e. Conducting other evaluations and tests (i.e. laboratory work) on each detainee as required by the Juvenile Justice Center.

f. Interpreting the results of any test conducted under (d) or (e) above and submitting a written report to the Department of the results of such tests and examinations, as required by the Department including but not limit to, radiology tests (i.e. X-rays for all detainees) performed on Hidalgo County detainees involving and/or subject to tuberculosis;

g. Oversee at the sole cost and expense of the Juvenile Justice Center, to be on call 24 hr a day, 7 days a week except when accepted coverage is provided and a minimum of two (2) consecutive sick call hours twice a week, for all detainees at the Juvenile Justice Center who require medical services. The Chief Physician will coordinate with the R.N. Supervisor or, LVN Supervisor and/or Infirmary Administrator, the organization of additional clinic visits by a detainee for follow-up medications, treatments and similar requirements.

h. Chief Physician shall adopt and implement workplace guidelines concerning detainees with AIDS and HIV infection and shall develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of physician, clients, detainees, patients, and/or residents served.

i. Provides consultation, hands-on treatment and other related medical services to detainees while assessing their health needs and designing treatment plans during regularly scheduled visits to Sick Call.

j. Chief Physician shall refer detainees to a hospital or specialty clinic for treatment and care whenever the health care required is beyond the resources available in the detention center;

k. Chief Physician shall oversee the preparation, maintenance and submission of all records that are designated, required or prescribed by either the Department or the Texas Juvenile Probation Commission.

l. Chief Physician shall permit the Department and the Texas Juvenile Probation Commission to audit or inspect records and reports, review services and/or evaluate the performance of the services provided hereunder at any time;

m. Chief Physician shall provide reasonable access to all records, books, reports and other data and information needed to accomplish reviews of activities, services and expenditures of the Juvenile Justice Center;

n. Chief Physician will order prescription medications utilizing the approved formulary drug list provided by the Juvenile Detention Center, unless such drugs are not in the best interest of the patient as is deemed by the Chief Physician;

o. The Chief Physician agrees to provide and maintain a Texas Controlled Substance Registration Certificate listing the Juvenile Detention Centers' physical address in order to maintain and store/stock medications as needed by the Chief Physician and Juvenile Justice Center's infirmary.

2. **Chief Physician's Covenants and Warranties:** Chief Physician makes the following representations and warranties to County:

2.1 Licensure. Chief Physician is duly licensed to practice medicine in the State of Texas.

2.2 Suspension of License. Chief Physician has not practiced medicine in any state in which his/her license has ever been suspended or revoked.

2.3 Discipline. Chief Physician has never been reprimanded, sanctioned, or disciplined by a licensing board or state or local medical society or specialty board.

2.4 Malpractice Judgment. There has never been entered against Chief Physician in a final judgment in a malpractice action having and aggregate award to the plaintiff in excess of $10,000.00.

2.5 Settlement. No action based on an allegation of malpractice by Chief Physician has ever been settled by payment to the plaintiff on an aggregate amount in excess of $10,000.00

2.6 Membership Denial. Chief Physician has never been denied membership or re-appointment of membership on the medical staff to any hospital, and no hospital medical staff membership or clinical privileges of

Chief Physician have ever been suspended, curtailed, or revoked.

3. **Payment Terms.** As consideration for the above and foregoing, County agrees to pay Chief Physician the sum of $3,000.00 per month. Chief Physician shall be paid one half of the monthly compensation on the 15th and 30th of each month unless such date falls on a weekend or holiday in which case payment will be made on the last working day before the weekend or holiday.

4. **Independent Contractor.** Chief Physician must comply with all applicable laws and regulations of the State of Texas and Hidalgo County and with all Juvenile Justice Center policies. Notwithstanding the foregoing sentence, Chief Physician, at all times will act as an Independent Contractor providing the services and will not act or hold himself/herself out to third parties as an employee or agent of County in the provision of the services under this Agreement. The County shall not control how the services or the details of the services are provided and/or achieved. Chief Physician represents and maintains that he/she is an independent Contractor and is not an employee of County, the Juvenile Justice Center, or any agency thereof, and represents and warrants that he does not desire or request any fringe benefits provided to employees of County, Juvenile Justice Center and/or any agency of County. County will not withhold income tax or Social Security tax on behalf of the Chief Physician or any of Chief Physician's partners, employees, subcontractors, or agents. In addition, none of the foregoing will have any claim under this Agreement or otherwise against the

County for vacation pay, sick leave, unemployment insurance, worker's compensation, retirement benefits, disability benefits, or employee benefits of any kind. The Chief Physician will have exclusive responsibility for the payment of all such taxes and arrangement for insurance coverage and will discharge such responsibility fully.

5. Chief Physician agrees to comply with the Title VI of the Civil Rights Act of 1964.

6. **Insurance.**

6.1 Professional Liability Insurance. At all times during the term of this Agreement, Chief Physician will carry professional liability insurance in the amount of $ 500,000.00 at Chief Physician's expense. Chief Physician will provide a certificate of insurance to the County evidencing such coverage and will notify the County immediately if any change in coverage occurs for any reason.

6.2 Automobile Insurance. Chief Physician shall also provide proof of automobile liability insurance coverages with the limits of at least $300,000.00/$500,000,00 and shall include injury or death of person and property damage claims (with limits up to $500,000.00) arising out of the services provided to County hereunder.

6.3 Optional Medical Malpractice Insurance. It is further agreed that in the event of cancellation or termination of the Agreement, the Chief Physician shall purchase the Optional Extension Period Coverage available to a physician under their medical malpractice insurance policy. Evidence of

such coverage shall be immediately furnished to the County on request by the County.

7. Indemnification

7.1 Chief Physician will indemnify and hold County harmless from any and all claims, actions, liability, and expenses (including costs of judgments, settlements, court costs, and attorneys' fees, regardless of the outcome of such claim or action) caused by, resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Agreement, whether such act, omission, or failure was the Chief Physician's or that of any person providing services hereunder through or for the Chief Physician. Upon written notice from the County, the Chief Physician will resist and defend at his own expense, and by counsel reasonably satisfactory to County, any such claim or action. The Chief Physician will carry proper insurance with the County as an additional named insured.

7.2 To the extent provided for by law, the County will indemnify and hold the Chief Physician harmless from any and all claims, actions, liability, or expenses (including costs such claim or action) caused by, resulting from, or alleging the negligent or intentional actions or omissions of the County, its employees or any failure to perform any obligation undertaken or any covenant made by the County under this Agreement.

8. Non-Assignment. Chief Physician may not assign the obligations or rights under this Contract to any person without the prior written consent of County.

9. **Term.** The term of this Contract shall be for a period of two (2) years and shall commence on February 21, 2008 and end on February 20, 2010, with the County's option to renew for two (2) additional one (1) year terms at the same rates, terms and conditions.

10. **Termination.** County and Chief Physician agree that either party may terminate this contract at any time for any reason or no reason at all. Chief Physician agrees to give County thirty (30) days notice of his intent to terminate Contract; however, if County is unable to find a suitable replacement, Chief Physician agrees to continue as Chief Physician for a period not to exceed thirty (30) days at the same compensation stipulated in this Contract so that County may have an additional period of time to find a suitable replacement. County may terminate this Contract with or without cause upon thirty (30) days written notice to Chief Physician.

11. **Coverage.** Chief Physician will be responsible for making arrangements acceptable to, and at no additional expense to the County, for adequate coverage during any absence. The County shall not unreasonably withhold acceptance of any such arrangements. Chief Physician shall remain responsible for the services at all times during the term of this Agreement. However, the parties agree that the Chief Physician may have a qualified substitute physician render the services. Chief Physician must submit the name of the qualified physician to the County and make all necessary arrangements for the performance of services should Chief Physician not be available for a period exceeding twenty-four (24) hours. FAILURE TO

PROVIDE ADEQUATE COVERAGE AS DESRCIBED HEREIN IS AN EVENT FOR WHICH THIS AGREEMENT MAY BE IMMEDIATELY TERMINDATED WITHOUT PENALTY. While this Agreement allows for a qualified substitute physician to render the Services, it is not the intent of the parties to have another physician that Chief Physician perform the services on a regular basis. Any abuse of this substitute physician provision by Chief Physician, upon reasonable determination by the County, shall result in the County having sole discretion to terminate this Agreement effective immediately.

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

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

If to County:

County of Hidalgo, Texas
Attention: Board of Judges
100 N. Closner, Second Floor
Edinburg, Texas 78539

If to Chief Physician: Marin Garza, MD
PO Box 180
Linn, TX 78563

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

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

Approved by The Board of Judges Meeting of Hidalgo County on the **21st** day of **February, 2008.**

Approved as to form:

Atlas & Hall, LLP

By: _____
Steve L. Crain

HIDALGO COUNTY JUVENILE BOARD

By: _____
Honorable Mario E. Ramirez, Jr.
332nd District Court
Juvenile Department Overseer

Date: 3-11-08

By: _____
Israel "Buddy" Silva, Director
Juvenile Probation

Date: 3-11-08

CHIEF PHYSICIAN:

By _____
Marin Garza, M.D.

Date: 3/7/08

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS

Chief Physician Services for the
Judge Mario E. Ramirez, Jr. Juvenile Justice Center

RFQ No: 07-274-10-10-YSI

Hidalgo County is inviting statements of qualifications from qualified Physicians to provide Chief Physician Services for the Hidalgo County Judge Mario E. Ramirez, Jr. Juvenile Justice Center hereby referred to as "Juvenile Justice Center". The County of Hidalgo is seeking to enter into a service contract with a state-registered/licensed (Texas) physician. The Hidalgo County Purchasing Department will receive sealed envelopes containing statements of qualifications for the provision of **"Chief Physician Services for the Judge Mario E. Ramirez, Jr. Juvenile Justice Center"** as specified herein. Statements of qualifications will be accepted until **9:30 A.M., Wednesday, October 10, 2007. ANY RFQ RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

RFQ No: **07-274-10-10-YSI**
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 South Closner Blvd
Edinburg, Texas 78539

The Submittal Envelope Must Show the RFQ Number, Name and Acceptance Date.

The following outlines the Request For Qualifications:

SECTION I - GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:
Hidalgo County is requesting that statements of qualifications be routed to Martha L. Salazar, CPPB, Purchasing Agent, at 2802 South Hwy 281, Edinburg, Texas 78539. **WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN Wednesday, October 03, 2007, at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, October 05, 2007. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit "D") certifying that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit; (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit; or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be

considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

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

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess cost occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict the submitter's ability to comply with. Any such protest or question regarding the requirements or bidding procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

RFQ DELIVERY:
Hidalgo County requires submitters, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope.

SIGNING OF QUALIFICATIONS:
In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING- ASIGNMENTS:
The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF CONTRACT:
The term of the agreement will be for an initial period of two (2) years with the County's option to renew for an additional two (2) one (1) year terms under the same rates, terms and conditions.

Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforseen delay in award of new bid for next contract term.

All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

SECTION II - RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of **one (1) original and seven (7) copies** of the RFQ shall be submitted to the address on the cover letter.

CONTENTS:
The required contents for the RFQ are presented below in the order they should be incorporated into the submitted document.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the submitter understands the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

PROJECT OVERVIEW:
The County of Hidalgo must provide a health service authority responsible for health care decisions within the facility in accordance with the Texas Juvenile Probation Commission (see Title 37, Texas Administrative Code, Section 343.10). The County of Hidalgo is seeking to contract these services with a competent well-qualified physician. The physician will organize and oversee the continuum of health care services and shall coordinate detainee's access to health services. The successful candidate must comply with the Texas Juvenile Probation Commission provisions found in Title 37 of the Texas Administrative Code(TAC) Chapter

343.10, "Health Care Services" available at:
http://info.sos.state.tx.us/pls/pub/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=37&pt=11&ch=343&rl=10

PHYSICIAN QUALIFICATIONS-REQUIREMENTS: The County of Hidalgo is seeking to contract with a competent qualified physician to provide Chief Physician Services for the Juvenile Justice Center. This section contains the minimum requirements to qualify as a competent physician to serve as the Chief Physician for the Juvenile Justice Center, including but not limited to the following:

- Personal Curriculum Vitae;
- Registered and licensed to practice medicine by the Texas Board of Medical Examiners. Copy of current/valid license must be included in this response;
- All qualified physician(s) are required to furnish a certification or acknowledgment stating that the physician(s) is free from suspension or debarment pursuant to federal regulation 45 CFR 76, Note that revocation or suspension of the physician's medical license will be cause for immediate termination of the contract;
- Must be or become a member of the Hidalgo County Medical Society;
- Generally, the physician shall be on call 24 hours a day, 7 days a week, except when accepted coverage is provided. The is physician is responsible to have another qualified physician to render said services in his absences which exceed twenty-four (24) hours and shall submit the name of the qualified physician that will provide the services requested within 24 hours of such absence.
- The physician must provide a minimum of two (2) consecutive sick call hours twice a week at the Juvenile Justice Center.

PERSONNEL AND STAFFING:
The Physician should provide an organizational chart for the provision of services and a summary paragraph of the work to be performed by each proposed staff member. Biographic summaries for all proposed personnel shall be provided that highlight the experience relevant to the specific responsibilities. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATION AND SUBMITTAL:
This section will contain any licenses, registrations, certifications as required by Hidalgo County, the State of Texas, etc. including but not limited to those listed below.

- Must be certified (or eligible for certification) by the Board or Certification of Emergency Medicine or have a minimum of five (5) years experience in the Family Practice and Emergency Medicine;
- Must hold and maintain a current/valid certificates by the Drug Enforcement Agency and Texas Department of Public Safety Controlled Substances Registration;
- Registered and licensed to practice medicine by the Texas Board of Medical Examiners. Copy of current/valid license must be included in this response;
- Certification form is included in this packet and must be completed and submitted as part of the response to the RFQ;
- The qualified physician(s) should provide a copy of his/her Professional Liability Insurance (malpractice insurance) as well as all other applicable insurances as required by Hidalgo County and as detailed in Exhibit "C" contained herein.

SCOPE OF SERVICES:

The Physician Services contract will encompass all project-related medical services to the Juvenile Justice Center of the County of Hidalgo including, but not limited to, the following:

a. Providing and maintaining a medical license under which all medical activities of the Juvenile Justice Center will take place;
b. Providing standing delegation orders to nurse practitioners and nurses;
c. Supervising medical procedures;
d. Conducting physical examinations of detainees as required by the Juvenile Justice Center;
e. Conducting other evaluations and tests (i.e. laboratory work) on each detainee as required by the Juvenile Justice Center;
f. Interpreting the results of any test conducted under (d) or (e) above and submitting a written report to the Juvenile Justice Center of the results of such tests and examinations, as required by the Juvenile Justice Center including but not limit to, radiology tests (i.e. x-rays for all inmates) performed on Hidalgo County detainees involving and/or subject to tuberculosis;
g. Together with a nurse, provide at the sole cost and expense of the Juvenile Justice Center, will conduct and oversee sick call for all detainees at the Juvenile Justice Center who require medical services. It shall be the duty of the registered nurse supervisor and/or infirmary administrator to coordinate with the physician and organize additional clinic visits by the physician to follow up on medications, treatments and similar requirements;
h. Physician shall adopt and implement workplace guidelines concerning detainees with AIDS and HIV infection and shall develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of physician, clients, detainees, patients, and/or residents served by the physician;
i. Provides consultation, hands-on treatment and other related medical services to detainees while assessing their health needs and designing treatment plans during regularly scheduled visits to the Juvenile Detention facilities;
j. Physician shall refer detainees to a hospital or specialty clinic for treatment and care whenever a detainee's health care requirements are beyond the resources available in the detention center;
k. Physician shall oversee the preparation, maintenance and submission of all records that are designated, required or prescribed by either the Juvenile Justice Center or the Texas Juvenile Probations Commission.
l. Physician shall permit the Department and the Texas Juvenile Probation Commission to audit or inspect records and reports, review services and/or evaluate the performance of the services provided hereunder at any time;
m. Physician shall provide reasonable access to all records, books, reports and other data and information needed to accomplish reviews of activities, services and expenditures of the Juvenile Justice Center;
n. Physician will order prescription medications utilizing the approved formulary drug list provided by the Juvenile Detention Center, unless such formulary drugs are not in the best interest of the patient as is deemed by the physician;

PHYSICIAN IS NOT TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:

The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001), et seq. Once selected, proposer is to provide a fee proposal based on the scope of services.

NUMBER OF COPIES TO BE SUBMITTED:
Hidalgo County requires **one (1) original submittal and seven (7) copies.**

SECTION III - SELECTION AND SCHEDULES

SELECTION PROCEDURES:
Evaluation Criteria
The evaluation consists of a 100-point scoring system based on the Evaluation Criteria - Exhibit B. However, after the 100-point evaluation, Hidalgo County Juvenile Board of Judges may elect to narrow the participating providers and request a presentation.

(A) The Hidalgo County Juvenile Board of Judges and/or an Evaluation Committee (selected and/or designated by Board of Judge's) will review, score and evaluate the RFQs received in response to this Hidalgo County request for qualifications.

(B) After the RFQs have been reviewed, scored and evaluated, the committee will present a grid to the Hidalgo County Juvenile Board of Judge's for the purposes of ranking.

Negotiation Process:
The number one ranked firm will be contacted to submit a letter of engagement/contract for negotiation. If negotiations prove unsuccessful, the next highest ranked company will be contacted. The County of Hidalgo reserves the right to reject any and all RFQs.

Termination of Services:
Any contract awarded to a qualified physician will be in effect until (a) the contract expires or (b) performance of all services are completed, or (c) terminated by County with or without cause, with ninety (90) days written notice prior to cancellation, or (d) until County has engaged the services of a new Chief Physician for the Juvenile Justice Center.

PROPOSAL SUBMITTED TO: **An original and seven (7) copies** of RFQs should be submitted to:

Martha L. Salazar, Purchasing Agent
Hidalgo County Purchasing Department
2802 South Closner Blvd
Edinburg, Texas 78539

RFQs must be submitted by **no later than 9:30 a.m. on Wednesday, October 10, 2007**.

EXHIBIT B
SELECTION CRITERIA

HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS

Chief Physician Services for the
Judge Mario E. Ramirez, Jr. Juvenile Justice Center

RFQ No: 07-274-10-10-YSI

EVALUATION CRITERIA

RFQ Evaluation Criteria

The submitter's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. Physician(s) Qualifications/Certifications/and other Credentials (30)
The physician should provide information related to his qualifications. The physician(s) must be registered and licensed to practice in the State of Texas. Physician(s) must provide a copy of certificate by the Board of Certification of Family Practitioners, and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the services required. A list of, and scope of, similar projects for comparative purposes shall be included in an appendix.

2. Understanding the Services/Methodology (20)
The physician must state the approach and/or (methodology) in achieving and rendering all services detailed and required as the Physician by the Judge Mario E. Ramirez, Jr. Juvenile Justice Center. If the Physician currently has an active family practice, the Physician must state in detail how he can comply and render all the services, and requirements detailed for the contract. Physician should include any local issues or concerns that directly affect the physician's understanding of the project.

3. Experience (20)
The physician meets the five (5) year practice required.

4. Ability to Commit to all Services Required (30)
The physician should provide as much background information as to it's experience in providing similar services to City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

RFQ EVALUATION FORM

	Selection Criteria	*RIF Range	*RIF Max		Score
1.	Physician Qualifications/ Certifications/and other Credentials	25-30	(30)	=	( )
2.	Understanding of Services/ Methodology	15-20	(20)	=	( )
3.	Experience	15-20	(20)	=	( )
4.	Ability to Commit to all Services Required	25-30	(30)	=	( )
		Total	100%	**Total Score**	_____

Provider: _____

Evaluator: _____ Date: _____

* The Relative Importance Factor (RIF) is the relative importance (or weight) of each criterion as it relates to the particular project, and must be within the specified acceptable range. The RIF is expressed as a percentage of the total importance of the project, and always totals 100%.

PURCHASING DEPARTMENT
County Of Hidalgo

January 02, 2008

Marin Garza, MD
34831 Blackbuck Drive
Edinburg, Texas 78541

via e-mail: Docswife722@aol.com & US Mail

Re: RFQ 07-274-10-10-YSI
Chief Physician Services for the Judge Mario E Ramirez, Jr. Juvenile Justice Center

Dr. Garza,

In considering your proposed monthly fee for the above referenced project several factors have been considered.

As a point of reference or guideline, the proposed fee is the same amount currently being paid to you as one of the two (2) physicians providing these very similar (if not exact) services for inmates at Hidalgo County's adult detention facility (county jail). Combined, the two (2) physicians at the adult detention facility average three hundred fifty (350) sick calls per week with the daily average adult detainee population of approximately 1,150.

At full capacity the Judge Mario E. Ramirez, Jr. Juvenile Justice Center's population of 96 is considerably lower.

While we cannot predict the number of sick calls that will occur nor the type of services needed, we can assume the smaller population will result in less services being required.

As an additional piece of information, the Hidalgo County Juvenile Probations Department year to date (12-11-07) has expended $23,949.03 for medical services to local physicians.

Please be advised that the County of Hidalgo respectfully requests a ***"Best and Final Offer"*** on your current proposed monthly fee.

We respectfully request that you submit a "Best and Final Offer" on your proposed monthly fee for the above referenced project no later than 4:00 pm on Friday, January 11, 2007.

Best and Final Offer Monthly Fee: $ 3000.00/month (36,000/year)

Signed: Marin Garza **Marin Garza, MD**
Acknowledge and confirm the "Best and Final Offer" by submitted deadline via fax to (956) 292-7612

Upon receipt of your "Best and Final Offer", Mr. Israel "Buddy" Silva, the Chief Juvenile Probation Officer will present the proposed final negotiated contract to the Honorable Mario E. Ramirez, Jr. for review and consideration. Thereafter the final negotiated contract will be presented at the next regularly scheduled Board of Judges meeting for presentation, discussion and appropriate action. If approved by the Board of Judges, the contract will be executed by yourself and Mr. Silva. Once all these procedures are complete Mr. Silva or a designee will advise you when you may commence your services.

Thank you for your cooperation in this important matter. If you have any questions or require additional information, contact Martha L. Salazar or Yvette S. Islas at (956) 292-7000, ext. 4862 or (956) 292-7000, ext. 4874 respectively.

Respectfully,
Martha L Salazar
Martha L. Salazar
Purchasing Agent
cc: Israel "Buddy" Silva, file

AdvocateMD℠
Medical Professional Liability Insurance

Certificate Of Insurance

Advocate, MD Insurance of the Southwest Inc
Claims Made
Physicians and Surgeons Liability Insurance Policy

Named Insured:

Marin Garza, M.D.
1901 S. 24th
Edinburg, TX 78539

Policy Number: TX 12370
Renewal ☒ New Policy☐

Policy Period
Effective date: January 1, 2011 at 12:01 am
Expiration date: January 1, 2012 at 12:01 am
Retroactive date: January 1, 2006
Standard time at the address of the Named Insured

Coverage

Professional Liability
Per Claim Limit of Liability: $500,000
Annual Aggregate Limit of Liability: $1,000,000

Coverage E Medical Board Defense
Per Claim Limit of Liability: $20,000
Annual Aggregate Limit of Liability: $60,000

Specialty: General Practice No Surgery

Disclaimer
The insurance afforded under this policy is subject to all terms, exclusions and conditions of the insurance policy. Should coverage be amended, altered or canceled, the obligation to notify the certificate holder, if any, is solely that of the insured and failure to provide such notice shall impose no obligation or liability of any kind upon Advocate, MD Insurance Company of the Southwest Inc., its agents or representatives.

Authorized Representative: Donna Parker

Signature: Donna G Parker
Issue Date: 1/4/10

TEXAS MEDICAL BOARD

P.O. BOX 2029 • AUSTIN, TEXAS 78768-2029

PHYSICIAN FULL PERMIT

LICENSE/PERMIT NUMBER

E6782

EXPIRATION DATE

11-30-2012

MARIN GARZA, MD
P.O. DRAWER 1108
EDINBURG TX 78540-1108

THIS CERTIFIES THAT THE LICENSEE/PERMIT HOLDER NAMED AND NUMBERED HEREON HAS PROVIDED THIS BOARD THE INFORMATION REQUIRED AND HAS PAID THE FEE FOR REGISTRATION FOR THE PERIOD INDICATED ABOVE

PLEASE KEEP THIS BOARD NOTIFIED OF CHANGE OF ADDRESS

TEXAS LIABILITY INSURANCE CARD

Name and Address of Insured

MARIN GARZA
PEGGY B GARZA
COL USA RET
PO BOX 180
LINN TX 78563-0180

MARIN GARZA
PEGGY B GARZA

Insurance Company
UNITED SERVICES AUTOMOBILE ASSN

Policy Number	Effective Date	Expiration Date
01271 78 50U 7101 7	02/16/11	08/16/11

Vehicle Make/Model/Vehicle Identification Number		Year
LEXUS LS 430	JTHBN36F265035401	2006

This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the

Texas Liability Insurance Card
Keep this card.

IMPORTANT: This card or a copy of your insurance policy must be shown when you apply for or renew your:

- motor vehicle registration
- driver's license
- motor vehicle safety inspection sticker.

You also may be asked to show this card or your policy if you have an accident or if a peace officer asks to see it.

All drivers in Texas must carry liability insurance on their vehicles or otherwise meet legal requirements for financial responsibility. Failure to do so could result in fines up to $1,000, suspension of your driver's license and motor vehicle registration, and impoundment of your vehicle for up to 180 days (at a cost of $15 per day).

Additional copies available at usaa.com.

AI-25126 **13.P.**

Approval Of Invoice #10-8-000019-L&G Engineering Laboratory (C-09-328-08-11)

CC CONSENT

Date:	02/08/2011
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

1. Acceptance and approval of request for payment for Invoice #10-8-000019 in the amount of $1,676.25 submitted by L&G Engineering Laboratory pursuant to County Auditor's review and completion of processing procedures including authority for County Treasurer to issue payment amid Work Authorization #3 in connection to Contract #C-09-328-08-11 (Mile 6 West-SH 107 to Mile 17 North) with original amount of $5,161.25 as previously approved by Commissioners Court on June 29, 2010; and

2. Authorization of request to cancel the remaining balance and Work Authorization #3 as per request of Precinct No.1.

BACKGROUND

As per the Precinct, after reviewing said work authorization with no continuous or additional work performed, it was best concluded to cancel the balance and Work Authorization #3.

Fiscal Impact

FISCAL YEAR: 2010	ACCT. #: 0-1336-431-00-121-041-0-731
FUNDS AVAILABLE Y/N?: Y	MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance as of 2-3-11 $, pending year end carryovers.

WA #3 amount is $5,161.25. PO was not generated by the Pct, however, L & G performed work for this project in accordance with WA #3.

WA #3 will be cancelled as per Pct. 1 request; therefore, the remaining balance of $3,485.00 will also be cancelled.

Attachments

Link: L&G Documentation

Link: Invoice Documentation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/03/2011 09:40 AM	APRV
2	Budget & Management	Erika Zamora	02/03/2011 11:02 AM	APRV
3	Ivan Cantu	Ivan Cantu	02/03/2011 02:34 PM	APRV
4	Auditor's Office		02/04/2011 04:45 PM	NEW

Form Started By: Vangie Garcia Started On: 02/02/2011 09:01 AM

Final Approval Date: 02/04/2011

R3230.00.000.0126.00	Ahmsi	$3171.30
S2755.01.000.0072.00	Inter National Bank	$4692.65
T8310.00.000.0057.00	First National Bank	$3294.26
W7360.12.000.0072.00	LSI Title Agency Inc	$4118.29

8. **Membership Dues:** (Exhibit H)

A. **AI-21790 Sheriff's Dept.:**

Requesting approval of Membership Dues for Jose Padilla and James P. Flores for the Texas Crime Prevention Association in the total amount of $60.00 ($30.00 each).

B. **AI-21753 Urban County:**

Request and approval to renew 2010-2011 membership dues in the amount of $1,545.00 to The National Community Development Association for Hidalgo County Urban County Program. (Membership dues covering the period July 1, 2010 through June 30, 2011).

9. **IT Department - Renan Ramirez:** (Exhibit I)

A. **AI-21819 Planning Dept.:**

1. Authorization to remove cell phone number/employee name and replace with new number/employee name through the County's membership/participation with CONTRACT: C09-231-09-22 (PO# 633540) with awarded vendor HEB WIRELESS for the following service:

Description:	Plan Description:	Department:	Employee Name:	Employee Number:	Cell Phone Number:
Removing	Pocket Unlimited Talk, Text & US Long Distance Plan	Planning Dept.	Office Use	N/A	956-515-8844
Replacing	Pocket Unlimited Talk, Text & US Long Distance Plan	Planning Dept.	Jonathan Isidro	180033	New Number
Removing	Pocket Unlimited Talk, Text & US Long Distance Plan	Planning Dept.	Office Use	N/A	956-648-7832
Replacing	Pocket Unlimited Talk, Text & US Long Distance Plan	Planning Dept.	Arturo A. Hernandez	180181	New Number

2. Approval of the attached Wireless Device Request Forms under the County's cell phone policy.

10. **Purchasing Department:** (Exhibit J)

A. **AI-21846 Acceptance and approval of Work Authorization #3 in the amount of $ 5,161.25 submitted by L&G Engineering Laboratory, LLC for "Construction Material Testing" services in connection with Contract #C-09-328-08-11 for Precinct #1, the (Mile 6 West (SH 107 to Mile 17 North) Construction Project)**

APPROVED

AI-21846 **10.A.**

Pct 1-WA#3-L & G Engineering Laboratory LLC-C-09-328-08-11 (CMT of Mi 6 West (SH 107 Mi 17 North)

CC CONSENT

Date: 06/29/2010
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Acceptance and approval of Work Authorization #3 in the amount of $ 5,161.25 submitted by L&G Engineering Laboratory, LLC for "Construction Material Testing" services in connection with Contract #C-09-328-08-11 for Precinct #1, the (Mile 6 West (SH 107 to Mile 17 North) Construction Project)

BACKGROUND

WA#3-L & G Engineering Laboratory LLC-C-09-328-08-11-Pct 1
Memo Request by L & G Engineering & Precinct #1

Fiscal Impact

FISCAL YEAR: 2010
ACCT. #: 0-1336-431-00-121-041-0-731
FUNDS AVAILABLE Y/N?:
MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:

Attachments

Link: WA#3-L & G Engineering Lab LLC-Pct 1
Link: Memo Request by L&G Engineering Lab & Pct 1-WA #3
Link: Contract Doc#C-09-328-08-11-Pct 1

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Letty Saenz	06/25/2010 02:45 PM	CREATED
1	Purchasing Department			NEW
2	Budget & Management			
3	Auditor's Office			

Form Started By: Letty Saenz — Started On: 06/25/2010 02:45 PM

COUNTY of HIDALGO

A.C. CUELLAR, JR.
County Commissioner, Pct. 1
1902 Joe Stephens Ave.
Weslaco, TX 78596
(956) 968-8733

Mrs. Martha Salazar
County Purchasing Agent
2802 S. Business Hwy 281
Edinburg, Tx. 78539

RE: Work Authorization #3

Dear Mrs. Salazar

We are currently moving forward with several road projects in Precinct #1. At this time we are requesting for you to proceed with the attached work authorization from L & G Engineering Laboratory in the amount of $5,161.25. This work authorization will be for construction materials testing for Mile 6 W (SH 107 to Mile 17 North).

The account number to referenced will be: 0-1336-431-00-121-041-0-731

Contract # C-09-328-08-11

Respectfully,

A.C.Cuelllar, Commissioner Pct.#1

L&G Engineering Laboratory
Construction Material Testing
Geotechnical Engineering

June 14, 2010

Mr. Joseph Palacios
County of Hidalgo, Precinct No. 1
1902 Joe Stevens Drive
Weslaco, Texas 78596

RE: Work Authorization No. 3 - Mile 6 West (SH 107 to Mile 17 North) Construction Project

Dear Mr. Palacios:

L&G Engineering Laboratory, L.L.C. (L&G), is providing you two (2) signed original work authorization forms for Construction Materials Testing Services for the referenced project as per your request. We are attaching the following in duplicate:

- Work Authorization No. 3
- The Scope of Services (Owner) (Attachment A)
- The Scope of Services (Engineer) (Attachment B).
- Work Schedule (Attachment C)
- Project Cost Proposal (Attachment D)

L & G Engineering Laboratory, L.L.C. appreciates the opportunity to submit Work Authorization No. 3 and look forward to working with **Hidalgo County Pct. 1.** If I may be of any additional assistance or any additional information is required, please feel free to contact me at 956-565-0760 or 956-463-2008.

Sincerely,
L&G ENGINEERING LABORATORY, L.L.C.

Ricardo A. Gil
General Manager

Attachments

2100 W. Expressway 83 • Mercedes, TX 78570 • Office: (956) 565-0760 • Fax: (956) 565-6746
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office: (956) 583-7117 • Fax: (956) 583-7116

HIDALGO COUNTY

Professional Engineering Services
Contract # C-09-328-08-11
Work Authorization Form

WORK AUTHORIZATION NO. 3

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **L&G ENGINEERING LABORATORY, LLC** professional engineers of Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide **Construction Materials Testing Services for Mile 6 West (SH 107 to Mile 17 North) Construction Project in Hidalgo County Precinct No. One (1)**

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$5,161.25**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 5.1 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 3 shall be funded through funding source:
Account No. 0-1326-431-00-121-041-0731
Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. **ACKNOWLEDGEMENT AND CONFIRMATION**

Acknowledgement and confirmation by Hidalgo County Precinct No. 1 Commissioner A.C. Cuellar as to content and detail of this Work Authorization No. # 3.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 1:

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on 6/29/10 as indicated below and effective as of 29th day of June, 2010.

THE ENGINEER:
L&G ENGINEERING LABORATORY, LLC

_____
By: Jacinto Garza, P.E.

THE OWNER:
HIDALGO COUNTY

_____
Rene Ramirez, County Judge

ATTEST:

_____
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

ATTACHMENT "A"

Scope of Services (Owner)

PROJECT: Mile 6 West (SH 107 to Mile 17 North) Construction Project.
In Hidalgo County Precinct No. One (1)

SERVICES TO BE PROVIDED BY OWNER

The County of Hidalgo will provide **L&G Engineering Laboratory, LLC** with **Construction Documents, Plans and Specifications** for the **Mile 6 West (SH 107 to Mile 17 North) Construction Project.**

ATTACHMENT "B"
Scope of Services (Engineer)

PROJECT: **Mile 6 West (SH 107 to Mile 17 North) Construction Project in Hidalgo County Precinct No. One (1)**

GENERAL SCOPE OF WORK

The Scope of Work will entail providing **The County of Hidalgo** with **Construction Materials Testing Services.**

The Scope of Work is identified as follows:

- ***Construction Materials Testing Services***

L&G Engineering Laboratory will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Contract: The work is as follows:

Construction Materials Testing Services

L&G Engineering Laboratory, L.L.C. will provide **The County of Hidalgo** with **Construction Materials Testing Services** for the **Mile 6 West (SH 107 to Mile 17 North) Construction Project in Hidalgo County Precinct No. One (1)**

The services to be provided are as follows:

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Roads and Bridges to determine compliance of these materials with project plans and specifications.
- Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
- Field sampling and testing of fresh concrete, and Laboratory testing of hardened concrete to determine compliance with project plans and specifications.
- Field Compaction testing of Asphalt to ensure proper compaction during lay down operations.
- Field inspection, sampling and laboratory testing of Asphalt materials to determine their materials properties and their compliance with project plans and specifications.
- Any additional laboratory testing as required requested by **The County of Hidalgo and the project plans and specifications.**

- Provide accurate and timely reports to **The County of Hidalgo** and all/other recipients as designated by the County.

Engineering Services

L&G Engineering Laboratory, L.L.C. will provide an engineer's review of all test results to determine compliance with all project plans and specifications.

Scheduling of Services

L & G Engineering Laboratory is prepared to make a commitment to **The County of Hidalgo's** materials testing needs. L & G Engineering Laboratory makes every effort to respond to its clients as requests are received, and every effort will be made to keep scheduling conflicts to a minimum. As any other firm or business providing a service, L & G Engineering Laboratory prefers to schedule field and laboratory work with as much advance notice as possible. L & G Engineering Laboratory understands; however, that certain situations may occur when the Client may have a need for Materials Testing Services with as little or no advance notice. During these instances, L & G Engineering Laboratory will make every effort to dispatch personnel to the project within one (1) hour of the Client's request for services.

ATTACHMENT "C"
Work Schedule

PROJECT: Mile 6 West (SH 107 to Mile 17 North) Construction Project in Hidalgo County Precinct No. One (1)

Work Schedule

L&G Engineering Laboratory will provide **Hidalgo County Pct. # 1** with **Construction Materials Testing Services** as outlined in **Contract Agreement C-09-328-11.**

ATTACHMENT "D"
Cost Proposal

PROJECT: Mile 6 West (SH 107 to Mile 17 North) Construction Project in Hidalgo County Precinct No. One (1)

See Attached

Attachment "D"
Mile 6 West - SH 107 to Mile 17 North (Approx. 2,587 LF.)
Prepared For Hidalgo County Pct. No. 1

Existing Pavement Thickness Determination				
Tech Time (2 Techs)	12	Hrs.	$44.40	$532.80
Trip Charge	20	Mi.	$0.48	$9.60
Pavement Thk. Determination	5	Ea.	$82.10	$410.50
Reports	1	Ea.	$21.90	$21.90
Eng. Spec.	0.5	Hrs.	$110.95	$55.48
Engineer	0.5	Hrs.	$148.00	$74.00
			Sub.	**$1,104.28**
Roadway Base Materials Testing - Laboratory				
Tech Time	3	Hrs.	$44.40	$133.20
Trip Charge	20	Mi.	$0.48	$9.60
Sieve Analysis	1	Ea.	$55.45	$55.45
Texas Wet Ball Mill	1	Ea.	$215.85	$215.85
Atterberg	1	Ea.	$73.95	$73.95
Moisture-Density Determ	1	Ea.	$191.05	$191.05
Reports	1	Ea.	$21.90	$21.90
Eng. Spec.	0.5	Hrs.	$110.95	$55.48
Engineer	0.5	Hrs.	$148.00	$74.00
			Sub.	**$830.48**
Base Material Field Density Testing				
Tech Time	12	Hrs.	$44.40	$532.80
Trip Charge	120	Mi	$0.48	$57.60
Comp. Test	18	Ea.	$22.20	$399.60
Reports	6	Ea.	$21.90	$131.40
Eng. Spec.	3	Hrs.	$110.95	$332.85
Engineer	3	Hrs.	$148.00	$444.00
			Sub.	**$1,898.25**

Asphalt Testing-Field and Laboratory				
Tech Time	6	Hrs.	$56.70	$340.20
Trip Charge	40	Mi	$0.48	$19.20
Rolling Patterns	2	Ea.	$37.00	$74.00
Laboratory Molded (ga)	1	Pr.	$67.80	$67.80
%AC-Grad	1	Ea.	$215.80	$215.80
Reports	2	Ea.	$21.90	$43.80
Asphalt Thickness	5	Ea.	$61.70	$308.50
Eng. Spec.	1	Hrs.	$110.95	$110.95
Engineer	1	Hrs.	$148.00	$148.00
			Sub.	$1,328.25

Estimated Project Total $5,161.25

L&G Engineering Laboratory

Construction Material Testing
Geotechnical Engineering

INVOICE

Invoice Date: 08/23/2010
Invoice No: 10-8-000019

2100 W. Expressway 83
Mercedes, TX 78570
Office (956) 565-0760 Fax (956) 565-6746

Client Address: Hidalgo County Pct. #1 (R&B) (Hidalgo County Pct. #1)

1902 Joe Stevens Drive

Weslaco, TX. 78596

Account No.: L155
Project No: L1551001
Project Desc.: Mile 6 West (SH 107 to Mile 17 N) (R&B)

Due Date: UPON RECEIPT
Budget/Remaining: $5,161.25 / $3,485.00
PO: 8398

========== Invoice Summary by Billing Code ==========

	Unit Rate	Qty	Extension
910:91004 - Atterberg Limits Det	$73.95	2.00	$147.90
910:91009 - M-D ASTM D698 (Standard Proctor) (each)	$191.05	2.00	$382.10
910:91011 - Field Density (Nuclear Method)	$22.20	8.00	$177.60
910:91014 - Sieve Analysis (Dry & 4 Sieve)	$55.45	1.00	$55.45
940:94048 - Eng. Tech. (Soils / SP.)	$44.40	8.25	$366.30
940:94054 - Engineering Specialist	$110.95	1.50	$166.44
940:94055 - Engineer / P.E.	$148.00	1.50	$222.00
950:95058 - Vehicle Trip Charge	$0.48	102.00	$48.96
950:95061 - Test Report	$21.90	5.00	$109.50
		Total for this Invoice:	**$1,676.25**

========== Invoice Detail by Report ==========

Report No.	Sampled	Qty	Billing Code	Unit Type	Unit Rate	Extension
R001	*07/05/2010*	*1.00*	*910:91004 - Atterberg Limits Det*	*Each*	*$73.95*	*$73.95*
R001	*07/05/2010*	*1.00*	*910:91009 - M-D ASTM D698 (Standard Proctor) (each)*	*Each*	*$191.05*	*$191.05*
R001	*07/05/2010*	*3.00*	*940:94048 - Eng. Tech. (Soils / SP.)*	*Hour*	*$44.40*	*$133.20*
R001	*07/05/2010*	*0.50*	*940:94054 - Engineering Specialist*	*Hour*	*$110.95*	*$55.48*
R001	*07/05/2010*	*0.50*	*940:94055 - Engineer / P.E.*	*Hour*	*$148.00*	*$74.00*
R001	*07/05/2010*	*24.00*	*950:95058 - Vehicle Trip Charge*	*Mile*	*$0.48*	*$11.52*
R001	*07/05/2010*	*1.00*	*950:95061 - Test Report*	*Each*	*$21.90*	*$21.90*
				Report Number R001 for a Subtotal of:		*$561.10*

REMIT TO: **2100 W. Expressway 83**
Mercedes, TX 78570
Office (956) 565-0760 Fax (956) 565-6746

PAST DUE BALANCES SUBJECT TO 1.5% SERVICE CHARGE PER MONTH
PLEASE REFERENCE INVOICE NUMBER WITH PAYMENT

L&G Engineering Laboratory

Construction Material Testing
Geotechnical Engineering

INVOICE

Invoice Date: 08/23/2010
Invoice No: 10-8-000019

2100 W. Expressway 83
Mercedes, TX 78570
Office (956) 565-0760 Fax (956) 565-6746

========== Invoice Detail by Report ==========

Report No.	Sampled	Qty	Billing Code	Unit Type	Unit Rate	Extension
R002	07/07/2010	4.00	910:91011 - Field Density (Nuclear Method)	Each	$22.20	$88.80
R002	07/07/2010	2.00	940:94048 - Eng. Tech. (Soils / SP.)	Hour	$44.40	$88.80
R002	07/07/2010	0.25	940:94054 - Engineering Specialist	Hour	$110.95	$27.74
R002	07/07/2010	0.25	940:94055 - Engineer / P.E.	Hour	$148.00	$37.00
R002	07/07/2010	26.00	950:95058 - Vehicle Trip Charge	Mile	$0.48	$12.48
R002	07/07/2010	1.00	950:95061 - Test Report	Each	$21.90	$21.90
				Report Number R002 for a Subtotal of:		$276.72
R003	08/13/2010	1.00	910:91004 - Atterberg Limits Det	Each	$73.95	$73.95
R003	08/13/2010	1.00	910:91009 - M-D ASTM D698 (Standard Proctor) (each)	Each	$191.05	$191.05
R003	08/13/2010	0.75	940:94048 - Eng. Tech. (Soils / SP.)	Hour	$44.40	$33.30
R003	08/13/2010	0.25	940:94054 - Engineering Specialist	Hour	$110.95	$27.74
R003	08/13/2010	0.25	940:94055 - Engineer / P.E.	Hour	$148.00	$37.00
R003	08/13/2010	26.00	950:95058 - Vehicle Trip Charge	Mile	$0.48	$12.48
R003	08/13/2010	1.00	950:95061 - Test Report	Each	$21.90	$21.90
				Report Number R003 for a Subtotal of:		$397.42
R004	08/13/2010	1.00	910:91014 - Sieve Analysis (Dry & 4 Sieve)	Each	$55.45	$55.45
R004	08/13/2010	0.50	940:94048 - Eng. Tech. (Soils / SP.)	Hour	$44.40	$22.20
R004	08/13/2010	0.25	940:94054 - Engineering Specialist	Hour	$110.95	$27.74
R004	08/13/2010	0.25	940:94055 - Engineer / P.E.	Hour	$148.00	$37.00
R004	08/13/2010	1.00	950:95061 - Test Report	Each	$21.90	$21.90
				Report Number R004 for a Subtotal of:		$164.29
R005	08/12/2010	4.00	910:91011 - Field Density (Nuclear Method)	Each	$22.20	$88.80
R005	08/12/2010	2.00	940:94048 - Eng. Tech. (Soils / SP.)	Hour	$44.40	$88.80
R005	08/12/2010	0.25	940:94054 - Engineering Specialist	Hour	$110.95	$27.74
R005	08/12/2010	0.25	940:94055 - Engineer / P.E.	Hour	$148.00	$37.00
R005	08/12/2010	26.00	950:95058 - Vehicle Trip Charge	Mile	$0.48	$12.48

REMIT TO:2100 W. Expressway 83
Mercedes, TX 78570
Office (956) 565-0760 Fax (956) 565-6746

PAST DUE BALANCES SUBJECT TO 1.5% SERVICE CHARGE PER MONTH
PLEASE REFERENCE INVOICE NUMBER WITH PAYMENT

L&G Engineering Laboratory

Construction Material Testing
Geotechnical Engineering

INVOICE
Invoice Date: 08/23/2010
Invoice No: 10-8-000019

2100 W. Expressway 83
Mercedes, TX 78570
Office (956) 565-0760 Fax (956) 565-6746

========== Invoice Detail by Report ==========

Report No.	Sampled	Qty	Billing Code	Unit Type	Unit Rate	Extension
R005	*08/12/2010*	*1.00*	*950:95061 - Test Report*	*Each*	*$21.90*	*$21.90*
				Report Number R005 for a Subtotal of:		*$276.72*
					Total for this Invoice:	***$1,676.25***

REMIT TO:2100 W. Expressway 83
Mercedes, TX 78570
Office (956) 565-0760 Fax (956) 565-6746

PAST DUE BALANCES SUBJECT TO 1.5% SERVICE CHARGE PER MONTH
PLEASE REFERENCE INVOICE NUMBER WITH PAYMENT

AI-25124 **13.Q.**

Renewal/Extension: Off Premises Record Storage Pick-up Retrieval and Delivery Services

CC CONSENT

Date:	02/08/2011
Submitted By:	Yolanda Velasquez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting approval of the ninety (90) day grace preriod extension as provided under current Contract #C-08-045-02-26 between Hidalgo County and CTC Distributing, LTD so as to have no lapse in services while procurement process is completed.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1238-412-00-090-003-0-350

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

BUDGETARY IMPACT:

$209,403.35 available funds as of 02/03/11. Purchases are on an as needed basis.

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-18-160-001-0-350

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

BUDGETARY IMPACT:

$8,411.00 available funds as of 02/03/11. Purchases are on an as needed basis.

FISCAL YEAR: 2011 ACCT. #: 1-1100-421-00-280-001-0-350

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

BUDGETARY IMPACT:

$3,396.00 available funds as of 02/03/11. Purchases are on an as needed basis.

Attachments

Link: Extension-Contract

Link: contract-authority to extend

Form Routing/Status

Route Seq	Inbox	Approved By Date	Status
1	Purchasing Department	Marty Salazar 02/03/2011 09:30 AM	APRV

2	Budget & Management	Erika Zamora	02/03/2011 10:59 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	02/03/2011 04:24 PM	APRV
4	Auditor's Office		02/04/2011 04:45 PM	NEW

Form Started By: Yolanda Velasquez

Started On: 02/02/2011 08:03 AM

Final Approval Date: 02/04/2011

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

February 01, 2011

CTC Distributing, LTD.
Bruce Goldman, Owner
615 Blaze Blvd.
McAllen, TX 78501

Via e-mail: k_madden@ctcdistributing.com

Re: EXTENSION - NINETY (90) DAY GRACE PERIOD - C-08-045-02-26-"OFF-PREMISES RECORD STORAGE-PICK-UP RETRIEVAL AND DELIVERY SERVICES"

Dear Mr. Goldman:

Hidalgo County Purchasing Department will be requesting Commissioners' Court will take applicable action (Tuesday, February, 08, 2011) in connection with Hidalgo county's option to exercise the ninety (90) Day grace period as stated in the current contract in place while the procurement process is completed under the same rates terms and conditions.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Wednesday, February 02, 2010, attn: Yolanda Velasquez, Buyer II to facsimile (956) 318-2629 or via email: yolanda.velasquez@co.hidalgo.tx.us

By_____ Date: _____

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 292-7000 ext. 4881. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Yolanda Velasquez, Buyer II
Hidalgo County Purchasing Department

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-08-045-02-26

THIS CONTRACT is made and entered into this **26th** day of **February**, 2008 by and between the COUNTY OF HIDALGO, TEXAS ("County"), and **CTC Distributing, Ltd.** a Texas Limited Company.("Company").

WHEREAS, Company responded to advertised notices for bids for **"Off-Premises Storage, Records Management, Pick Up & Delivery Services"** for Hidalgo County (DEPARTMENT NAME);

WHEREAS, Company submitted a bid to provide services in accordance with the specifications, a copy of such specifications and bid being attached hereto as Exhibit "A" (the "Specifications") and Exhibit "B" ("Bid Response"), and incorporated herein for all purposes; and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the services described in the Specifications through Company's, the Commissioners Court of County awarded the bid to Company.

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

1. County and Company hereby agree that this Contract is entered into in order to provide the services described in the Specifications for Hidalgo County (the "Department"). This Contract does not extend to any third parties any duties or benefits

conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, the following services as described in the Specifications on an as needed basis for Department or its designated agent:

a. Storage of all new/additional records in new proper storage boxes;
b. Pick up of files and/or boxes from County for storage on a daily basis at least twice a day (morning by10:00 a.m. and afternoon by 3:00 p.m.) and on an emergency basis as described in the Specifications.
c. Delivery of files and/or boxes requested by Department;
d. Permanent destruction of files no longer required to be stored;
e. Provision of replacement boxes at no charge to County;
f. Storage of files/boxes kept on behalf of Department in a centralized location in close proximity to each other (i.e. one location);
g. Bar-coding of all boxes sent to storage or retrieved from storage before delivery to County Department or before being refilled (bar-coding requirements are more specifically defined in Exhibit A).

The services described in items 2 (a-g) shall be referred to as the "Services". Company agrees that in performing the Services it will use proper professional standards, comply with any and all appropriate laws and regulations and shall devote such time as is necessary to safely and efficiently provide the Services.

3. **Definitions**: For purposes of this Contract, the following terms shall mean:

a. "**Request**" for a file or box shall consist of the Department providing a written form (see Exhibit G) to Company for the exact file/box sought for Retrieval and Delivery.

b. "**Retrieval**" shall mean the actual transport of a file from storage which is then prepared for delivery to the Department. Any instance in which a file is requested more than once because the Company failed to deliver or locate such file after the initial request, shall not be considered or counted as a separate retrieval regardless of the reason such delivery was not made.

c. "**Delivery**" is defined as the actual carrying and turning over to the intended recipient of a file or box requested from storage.

d. "**Pick Up**" shall mean the actual physical carrying and transporting of a file or box from the Department by the Company with the intent of filing and storing such file or box at the Company's facility.

e. "**Destruction of Files**" is defined to mean when a file meets the requirements to be removed from storage in accordance with State law, the Company shall notify the Department in writing of the file's status. After receiving permission from the Department, the bidder shall be responsible for destroying the file in accordance with state guidelines. Such Destruction of Files shall transpire following a process by which Company formulates a retention schedule as required by State law and destroys the file following the foregoing process.

4. **Term**. This Contract shall be for a period beginning March 3, 2008 and ending on March 3, 2009 and may be extended at the sole discretion of County for an additional ninety (90) days (the "Grace Period") for unforeseen delays in the award of a new bid or the County's inability to obtain all records from the storage site.

5. **Renewal**. County may renew this Contract for two (2) additional one (1) year periods. Except as otherwise provided herein all terms and conditions will remain unchanged and in full force and effect. The option to renew, if exercised, shall be executed in the form of a change order to be issued no sooner than ninety (90) days prior to expiration of the contract and no later than thirty (30) days of the final day of the contract period.

6. **Hours of Service**. Hours for Services shall be normal business hours, 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding holidays. However, Services must be available at a moment's notice 24 hours a day, upon written notification by the Department of an emergency situation (see Exhibit A .

7. **Payment**. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" (see Bid

Sheets) attached hereto payable against written invoice submitted by Company. The parties further agree that this Contract is on an "as-needed" basis as may be convenient and necessary for its proper records management operation and if at any time, the Department does not opt to request any Service in a particular month, no payment shall be due to Company for said month.

8. **Storage Box Specifications.** Contractor agrees to comply with the following box specifications for the storage of the Department's files:

Legal and Letter12 W X 15 L X 10 H;
Separate Cover; Triple Walled (Width);
Double Walled (Length);
Double Bottom.

9. **Bar Coding Specifications.** Contractor agrees to use the Monarch Barcode Label System, a bar-coding system to bar-code all files delivered to County from storage and all files picked up from County for storage. Such system is compatible with the County's internal bar-coding system and must be available at all times during the performance of this Contract.

10. As a condition of this Contract, the storage facility where County records will be stored must be located entirely within Hidalgo County.

11. Company agrees to be solely responsible for the review and compliance of all applicable statutes or regulations related to storage of public records. All record storage management must also be conducted in accordance with applicable State of Texas Library Commission rules and regulations.

12. **Response Time**. The parties agree to the following response time by Company:

a. Files and boxes shall be picked up for storage within five (5) days of receipt of work order from the Department.

b. Retrieval and Delivery of files from storage to the Department shall occur twice a day - by 10 a.m. and by 3 p.m. on the same day a request is made so long as such request is made no later than 1 p.m. For orders placed after 1 p.m., files and boxes shall be delivered on the next business day by 10 a.m.

c. In the case there is an emergency request for the delivery of a file or box, such delivery shall be made within 2 business hours from the time of the request.

d. Permanent destruction of files shall occur within five (5) working days of permission to destroy.

13. **Facility Condition**. Company shall provide a storage facility that is free of dust and dirt buildup. The structure shall preferably be a standalone structure, but if shared with other businesses, a firewall of approved construction shall separate the two entities. The facility shall maintain a good fire prevention program based on good housekeeping procedures including but not limited to: (1) Smoking and use of open flame devices in storage areas shall be prohibited; (2) The facility shall have appropriate fire detection and suppression systems with such procedures in place to ensure their effectiveness; (3) Such systems must include adequate smoke and fire early warning systems; (4) Sprinkler systems should be equipped with a warning mechanism to alert staff of activation and have a manual shut-off devise to prevent unnecessary water damage to records; (5) Halon is preferred suppression system. The facility shall also be client and humidity controlled with humidity not exceeding sixty percent (60%) and the temperature shall not exceed 90 degrees Fahrenheit in the records storage area. Air quality must be maintained in a manner that ensures that no contaminant that may cause damage to records (i.e. mold) exists.

14. **Pest Control and Inspections.** The Company agrees to maintain an adequate pest control program that includes at least two (2) termite, silverfish and carpenter ants inspections per year (at least once every six (6) months) by a qualified pest control service company. Proof of such inspections must be provided to the Department. Failure to provide proof of inspections within 10 days of such inspections may result in County terminating the contract without notice to vendor. The County shall be notified immediately if any insect infestation is detected inside the storage facility and immediate remediation measures shall be taken by Company to correct the infestation.

15. **Monthly Reports.** Department shall require Company to provide monthly activity reports reflecting the total number of containers in storage by media type, number of new containers (boxes) added; number of containers (boxes) permanently removed; number of boxes/files requested, number of boxes retrieved; number of boxes delivered and the number of boxes picked up for storage. In addition, the monthly report must include a list of files requested but not found. Monthly reports shall be due at the Department no later than the 10th day after the end of the month. During the first twelve (12) months of the Contract term, the Company agrees to provide County an inventory of all files stored on site.

16. **Security**. The Company shall provide protection against sabotage, theft and vandalism. All visitors to the storage facility shall be required to register upon entrance and monitored during their stay. Exists shall also be in areas that are closely monitored.

17. **On-Site Access**. Company shall work with Department on special projects requiring temporary staging of records at the records storage facility. These projects are usually for the purpose of verifying contents before destruction, renumbering of boxes,

conducting detailed searches, and for shifting files throughout a range of boxes. County agrees to provide a minimum of 24 hours notice for projects that involve staging of ten (10) or more boxes. Department also reserves the right to access the storage premises with reasonable written notice during regular working hours for the purposes of auditing, inspecting, and/or confirming files storage methods.

18. 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.

19. Company shall, at all times, provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services. 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.

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

21. **Indemnification**. 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 Services by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

22. **Non-Assignment.** This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

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

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

25. **Independent Contractor**. The Company, at all times will act as an independent contractor providing the Services and will not act or hold itself out to third parties as an employee or agent of County in the provision of the Services. The County shall not control how the results or the details of the Services are provided and/or achieved. As an Independent Contractor, Company shall supply its own tools, equipment, materials, supplies and/or labor as may be necessary to complete the Services and shall not rely on or require the County to

supply any of the above, unless otherwise specified in this Contract.

26. 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:	CTC Distributing, Ltd. Attn: Bruce Godlman, Owner 615 Blaze Blvd. Edinburg, Texas 78539

27. 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.

28. **Termination**. This Contract shall be in effect until (a) the Contract expires; or (b) performance of all specifications, requirements and services are completed; or (c) terminated by either party with thirty (30) days written notice with or without cause; or (d) upon award of contract to a new bidder, whichever comes first.

29. Upon the termination or expiration of the Contract, the Company shall make available to the County, any and all County records it holds in its possession in a timely manner but in no circumstances any longer than thirty (30) days upon termination or expiration of the Contract in order for the County to transport such files to its own facility or another facility. All such files shall be made available to the County for transport at no additional cost to the County. **Company understands that all files held in storage on**

behalf of the County are important public records and are public property which must be returned to an appropriate County Official regardless of when and/or where they are located in the future.

30. 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.

31. **TEXAS LAW TO APPLY. 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. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.**

32. **Liquidated Damages**. The Company acknowledges that the files and documents being stored are important public records, and that the ultimate safety and security of the documents and files rests with the Department. The Company and County agree that the loss of files or documents by the vendor will result in certain damages and costs to the County which are not accurately ascertainable. Therefore, in the event that a file is lost or destroyed as a result of the negligent or willful act of the Company or its agents, employees, officers or contractors, and said loss or destruction is not covered by insurance required to be maintained under other provisions of this Contract, the Company and County agree that Company shall pay to Hidalgo County, as liquidated damages, the sum of One Thousand Dollars and no/100ths ($1,000.00) for each file or portion of a file

33. **Changes to Contract**. The County Purchasing Department may at any time, by written order, and without notice to the Company's sureties, make reasonable

changes within the general scope of the contract in any of the following: (1) method of delivery or pickup of files; (2) place of deliveries; (3) corrections of errors of a general administrative nature or other mistakes; the correction of which does not affect the scope of the contract, or does not result in expense to Company; (4) description of services to be provided which do not result in additional expenses to the Company; (5) time of performance (i.e. hours of day, days of week, etc.). All other amendments to the Contract shall be agreed to by bother parties and shall be made in writing by Contract amendment.

34. **Commitment of Current Revenues Only.** In the event that during any term hereof, the County's governing body does not appropriate sufficient funds to meet its obligations of this Contract, then the County may terminate this Contract upon sixty (60) days written notice to the Company. The County however, agrees to use its best efforts to secure funds necessary for the continued performance of this Contract. The County intends this provision to be a continuing right to terminate this Contract at the expiration of each budget period pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

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

WITNESS our hands in duplicate originals this_____ day of _____, 2008.

COUNTY OF HIDALGO

ATTEST:

By: _____
County Commissioner Precinct No. 2

Arturo Guajardo Jr., County Clerk

COMPANY: CTC Distributing, Ltd.

By: _____
Printed Name: Brian Keith Moore
Title: President

Approved by Commissioners' Court on February 26, 2008.

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____

EXHIBIT
"A"

SPECIFICATIONS

SPECIFICATIONS

"OFF PREMISES STORAGE, RECORDS MANAGEMENT, PICK UP, RETRIEVAL & DELIVERY SERVICES" for
HIDALGO COUNTY
BID NO.: 2008-45-02-06-otm

TURNKEY SPECIFICATIONS and REQUIREMENTS

1. **Revisions to the bid specifications shall not be permitted. Such changes shall constitute a failure to meet the minimum specifications and shall result in a bidder being disqualified from the selection process.**

   THIS BID AWARD SHALL BE A FIRM FIXED PRICE, ESTIMATED QUANTITY CONTRACT for the storage of Hidalgo County records at a staffed facility and at which all files will be stored in proper storage.

2. Services will be on an "as-needed basis". Should the County determine it is in the best interest to keep all documents in-house or to allow the Contract to expire on its own terms, the County shall provide a minimum of sixty (60) days written notice to the vendor that it intends to transport its files from storage to its own or another facility.

3. The bidder must provide the following services:

   a. Storage of all new/additional records, in a new proper storage box;
   b. Pick up of files and/or boxes for storage on a daily basis twice a day (morning & afternoon) and on an emergency basis at the discretion of the County described in page 5 (#25) herein and in Exhibit "H";
   c. Deliver files/boxes requested by the Department;
   d. Any storage boxes requiring replacement shall be provided at no charge to the County.
   e. All files/boxes for each County Department/Office must be kept in one location and in close proximity to each other (i.e., all files/boxes of the District Clerk shall be kept in one location within the storage facility).
   f. All files sent to storage or that are retrieved from storage shall be maintained with a reference tracking system before delivery to the appropriate County Department or re-filed. (Described particularly in page 5 (#26).
   g. Over a period of twelve (12) months, the awarded vendor shall provide an inventory of all files stored on its site. An updated inventory progress report shall be provided to the appropriate County Department on a monthly basis as more particularly described in page 5 (#26) of these specifications.

4. For purposes of this RFB:

   "Delivery" is defined as the actual carrying and turning over to the intended recipient of a file or box requested from storage.

   "Pick Up" is defined as the actual physical carrying and transporting of a file or box from the County Department by the bidder with the intent of filing and storing such file or box at the bidder's facility.

"Retrieval" shall mean the actual transport of a file from storage which is then prepared for delivery to the appropriate County department. Any instance in which a file is requested more than once because the selected bidder failed to deliver or locate such file after the initial request, shall not be considered or counted as a separate retrieval regardless of the reason such delivery was not made.

A **"Request"** for a file or box shall consist of a County Department's designated person providing a written form (See Exhibit "G") to the selected bidder of the exact file/box being sought for Retrieval and Delivery.

The services listed in # 3 above consisting of the delivery, pickup, storage, retrieval and request of files and/or boxes are hereinafter collectively referred to as the "Services".

5. It is the contractor's sole responsibility to review and comply with all applicable statutes or regulations. All record storage management must also be conducted in accordance with applicable State of Texas Library Commission rules and regulations including, but not limited to the schedules that are made a part hereof. You may access these at the following web address: http://www.tsl.state.tx.us/slrm/recordspubs/index.html

- **a.** Microfilming Standards and Procedures (Local Government Bulletin A)
- **b.** Electronic Records Standards and Procedures (Local Government Bulletin B)
- **c.** Inventory and Scheduling Records (Local Government Bulletin C)
- **d.** Local Government Records Act (Local Government Bulletin D)

6. The storage facility must be located entirely within Hidalgo County.

a) Contractor will provide complete description of location including a physical address of facility where records will be stored and managed.

b) Contractor must commit sufficient staff, equipment and vehicles to comply with all specifications and render all requirements defined by Hidalgo County. Contractor must also provide information all information requested in the specifications and/or requirements. Failure to do so may disqualify the bidder from the procurement process.

7. The storage facility must be free of dust and dirt buildup.

8. The facility should be a standalone structure, or if shared with other businesses, a firewall of approved construction must separate the two entities.

9. If the storage location is in a structure with other unrelated tenants, the nature of that business will be assessed by Hidalgo County Purchasing Department to determine if such business may expose the County to any significant risks that may affect the overall integrity of records stored. This determination will be made solely by Hidalgo County and if a risk is determined, the bidder may be disqualified from the procurement process.

10. The facility shall maintain a good fire prevention program based on good housekeeping procedures, including but not limited to:

Con't Specifications

a) Smoking or use of open flame devices in storage areas shall be prohibited.

b) The facility shall have appropriate fire detection and suppression systems with such procedures in place to ensure their effectiveness.

c) Such systems must include adequate smoke and fire early warning systems.

d) Sprinkler systems should be equipped with a warning mechanism to alert staff of activation and have manual shut-off device to prevent unnecessary water damage to the records.

e) Halon is a preferred suppression system.

11. The facility must be climate and humidity controlled. The humidity shall not exceed 60% and the temperature shall not exceed 90 degrees Fahrenheit in the paper records storage area.

12. Boxes shall not be stacked more than four (4) boxes high.

13. The contractor must maintain an adequate pest control program that includes at least two **termite, silverfish and carpenter ants** inspections per year (at least once every six (6) months) by a qualified pest control service. Proof of such inspections must be provided to each individual county department(s) under this bid. Failure to provide proof of inspections within 10 days of such inspections, may result in Hidalgo County terminating the contract without notice to the vendor. User department(s) including in this bid shall be notified immediately if any insect infestation is detected inside the storage facility.

14. Air quality must be maintained in a manner that ensures that no contaminants that may cause damage to records (i.e. mold) occurs.

15. The current awarded contractor for this bid is Lone Star Shredding & Document Storage and it does not permit the inspection of their premises by interested bid participants.

16. **Records Inventory List.** For the purposes of this bid submittal, the current contractor has submitted the following inventory, and to the best of the County's knowledge, such inventory as of December 6, 2007 includes the following:

INVENTORY:	DISTRICT CLERK'S	PURCHASING AGENT	SHERIFF'S OFFICE
Letter/Legal Size Boxes	**18,073**	**667**	**250**
Letter Transfer Size Boxes	**4**	**2**	**0**
Legal Transfer Size Boxes	**5**	**32**	**0**
Non-Standard Size Boxes	**8**	**1**	**0**
Books	**922**	**0**	**0**
Check Boxes	**1**	**0**	**0**

Con't Specifications

17. Bidders are advised that all County departments hold their most active files, but may at any time request such records to be made part of existing storage inventory. A "Request" for a file or box shall consist of a County Department's designated person providing a written form (see Exhibit "G") to the selected bidder of the exact file/box being sought for Retrieval and Delivery.

18. If necessary, upon award of bid the transfer of all inventory from the current storage facility will be conducted under the supervision of the user department(s) authorized designee and the Purchasing Department. **All expenses associated with the transfer of inventory shall be at the County's expense and shall be the responsibility of the County.** However, selected bidder must be prepared to resume immediate, uninterrupted, efficient transition of all specified requirements and services.

19. Minimum detailed specifications are included for storage boxes. Compliance with all specifications and conditions are required. No substitutions allowed.

Specification(s) for Storage Box:	Letter/Legal 12 W x 15 L x 10 H Separate Cover Triple Walled (Width) Double Walled (Length) Double Bottom

20. **Security Guidelines:** The contractor shall provide protection against sabotage, theft, and vandalism. All visitors to the storage facility must be required to register upon entrance and monitored during their stay. Exits should be in areas that are closely monitored.

21. **On-site Access:** The selected bidder will work with the user department(s) on special projects requiring the temporary staging of records at the record storage facility. These projects are usually for the purpose of verifying contents before destruction, renumbering boxes, conducting detail searches, and for shifting files throughout a range of boxes. Hidalgo County will provide a minimum of 24 hours notice for projects that involve staging of ten (10) or more boxes.

Hidalgo County reserves the right to access the storage premises with reasonable written notice during regular work hours for the purposes of auditing, inspecting, and/or confirming storage methods.

22. **NOTE: ALL RECORDS SHALL BE PICKED UP, DELIVERED, AND TRANSPORTED TO AND FROM THE USER DEPARTMENT(S) OFFICE BY CONTRACTOR'S EMPLOYEES AND USING CONTRACTOR'S VEHICLES.**

23. **Response Time.** The parties agree to the following response time by Company:

a. Files and boxes shall be picked up for storage within five (5) days of receipt of work order from the Department.

b. Retrieval and Delivery of files from storage to the Department shall occur twice a day - by 10:00 a.m. and by 3:00 p.m. on the same day a request is made so long as such request is made no later than 1:00 p.m. For orders placed after 1:00 p.m., files and boxes shall be delivered on the next business day by 10:00 a.m.

c. In the case there is an emergency request for the delivery of a file or box, such delivery shall be made within 2 business hours from the time of the request.

24. All files or boxes recalled from storage shall be delivered within the time-frame stated above. However, if a file has not been delivered within this time frame, the maximum allowable Response Time for a status report (i.e. in route, delivered, not found, etc.), shall be 24 hours from the time the file/box is Requested. **Continued failure to meet these requirements may be cause for termination of the contract.**

25. **Hours of Services Required**: Hours of Service shall be normal business hours, 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding holidays. However, service must be available at a moment's notice, 24 hours a day, upon written notification by the user department of an emergency situation; See Exhibit "H" Request for Emergency Services).

26. **Monthly Reports**: Hidalgo County requires monthly activity reports reflecting the total number of containers in storage by category (i.e. probate/criminal/civil), number of new containers added, number of containers permanently removed, number of boxes/files requested, number of boxes retrieved, number of boxes delivered and the number of boxes picked up for storage. In addition to this information, the monthly report should include a list of files requested but not found (Monthly reports shall be due at the County Department no later than the 10th day after the end of each month.

The following electronic inventory and tracking system must be provided to identify each individual file before delivery to the appropriate user department or re-filed. All files sent to storage or that are retrieved from storage shall be maintained with a reference tracking system:

- Must maintain an electronic database that is accessible from multiple sites.
- Document jackets must provide some type electronic tracking mechanism, preferably an RFID tag on the jacket or to a lesser extend a bar code.
- An exact electronic inventory of all files must be provided as needed to the County.
- Both the vendor site and the County must have compatible readers and access to the inventory at all times.
- All files must be accounted for and tracked through the electronic system at all times, at all sites.
- Electronic tag on case jacket must be of an accepted industry standard format.
- RFID (tracking system) is a preferred method, vendor/bidder will not be disqualified for providing a bid on any other tracking system. If the tracking system submitted by the vendor in the bid is not the system preferred by Hidalgo County (as indicated and specified in the bid packet), Hidalgo County reserves the right to request a demonstration of the system in order to assess and ensure compliance with Hidalgo County needs and requirements.

27. **Additional Information:** Hidalgo County is requesting that any and all questions, inquiries and clarification regarding this RFB, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 So. Business 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, January 30, 2008, 5:00 P.M.. Responses to said inquiries will be sent to all applicants via facsimile by no later than, 5:00 P.M., Friday, February 1, 2008.

PRE-BID CONFERENCE: A pre-bid conference will be held at Hidalgo County Purchasing Department (New Administration Building) located at 2802 So. Business 281 (Conference Room) in Edinburg, Texas 78539 at 2:00 p.m. on January 30, 2008..

28. TERM OF CONTRACT:

The initial term of contract will commence upon award and execution of a contract for a one (1) year period. The County shall have the right to extend the contract for two (2) additional one (1) year terms under the same rates/fees, terms and conditions reflected in the County's bid award described on the Bid Page (Exhibit "B").

29. OPTION TO RENEW:

Hidalgo County may renew the contract for two (2) additional one (1) year periods. Except as otherwise provided herein, all terms and conditions will remain unchanged and in full force and effect. The option to renew, if exercised, shall be executed in the form of a change order to be issued no sooner than ninety (90) days prior to expiration of the contract and no later than thirty (30) days of the final day.

30. GRACE PERIOD:

Hidalgo County reserves the right to continue this bid under the same terms and conditions for an additional ninety (90) day grace period at the end of the contract term for unforseen delays in the award of a new bid, or the county's inability to obtain all records from the storage site.

31. CONTRACT AWARD:

Hidalgo County reserves the right to award a contract to the responsible bidder meeting all specifications and submitting the lowest bid for all items and Services identified in the Specifications and General Provisions.

Upon the termination or expiration of the Contract, the vendor shall make available to the County any and all County files it holds in its possession in a timely manner but in no circumstances any longer than thirty (30) days upon termination or expiration of the Contract in order for the County to transport such files to its own or another facility. All files shall be made available to the County for transport at no additional cost to the County.

All files held in storage on behalf of the County are records belonging the public and must be returned to the County regardless of when and/or where they are located in the future.

32. PURCHASE ORDER:

Contractor will not perform any services until a purchase order number is assigned by the designated representative of the Purchasing Department. Contractor will reference contract number and purchase orders on all invoices submitted to the Hidalgo County District Clerk. Actual requirements will be stated through issuance of individual purchase orders against the contract, and no obligation to pay for any quantities shall be deemed to exist unless or until such purchase orders are issued.

33. TERMINATION:

The contract awarded to the successful bidder will be in effect until (a) the contract expires, (b) performance of all specifications, requirements and services ordered, or (c) terminated by either party with thirty (30) day's written notice with or without cause, or (d) upon award of contract to a new bidder, whichever comes first.

34. CONTRACT ADMINISTRATOR:

For purposes of monitoring performance, establishing requirements, approving and coordinating schedules, users, and equipment, the County Purchasing Department named below shall act as contract administrator on behalf of Hidalgo County:

HIDALGO COUNTY PURCHASING DEPARTMENT
ATTN: CONTRACT ADMINISTRATORS
2812 S. BUSINESS HWY 281 (NEW ADMINISTRATION BLDG.)
EDINBURG, TX 78539
(956) 318-2626

35. ADDITIONAL PROVISION:

The following clauses or provisions must be included in the contract:

A. **Liquidated Damages Clause:** The vendor acknowledges that the files and documents being stored are important public records, and that the ultimate safety and security of the documents and files rests with the District Clerk. The vendor and Hidalgo County agree that the loss of files or documents by the vendor will result in certain damages and costs to the County which are not accurately ascertainable. Therefore, in the event that a file is lost or destroyed as a result of the negligent or willful act of the vendor or its agents, employees, officers or contractors, and said loss or destruction is not covered by insurance required to be maintained under other provisions of these specifications, the vendor and Hidalgo County agree that the vendor shall pay to the Hidalgo County District Clerk, as liquidated damages, the sum of $1,000.00 for each file or portion of a file which is lost or destroyed within 10 days upon the discovery of the lost or destroyed file or portion thereof. The vendor and Hidalgo County agree that the amount established by this provision as liquidated damages is reasonable under the circumstances existing at the time of the execution of this contract with vendor pursuant to this procurement.

36. SCOPE OF CONTRACT:

The contract for the procurement of the Services describes herein shall be a **firm fixed price, estimated quantity contract** calling for delivery of the products and Services identified in the Bid Specifications, including the **Records Inventory List** (see page 3, Specifications above), at the stated prices, submitted by the bidder. Upon acceptance of a bid by Hidalgo County Commissioners' Court and issuance of a Contract Award by the Hidalgo County Purchasing Agent, contractor shall be obligated to perform the services at the stated prices, within the time specified, and in accordance with all Legal Notices and Specifications contained herein.

The quantities stated in the **Records Inventory List** are the best estimates of the current vendor for current inventory as of December 6, 2007. This represents a realistic estimate based on past consumption for purposes of securing a bid price. **The quantities are not firm and are not hereby ordered or called for. No County department is required to use the services of the selected bidder at any time but shall only use such services as may be convenient and necessary for the proper records management operation of the particular office and department.** Actual requirements for services will be stated through issuance of individual purchase orders against the contract, and no obligation to pay for any quantities shall be deemed to exist unless or until such purchase orders are issued.

CHANGES TO GENERAL SCOPE OF CONTRACT:

The County Purchasing Agent may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one of the following:

a. Method of delivery or pickup of files

b. Place of deliveries.

c. Correction of errors of a general administrative nature of other mistakes, the correction of which does not affect the scope of the contract, or does not result in expense to the Contractor.

d. Description of services to be provided which do not result in additional expenses to the Contractor.

e. Time of performance (i.e. hours of day, days of week, etc.)

37. FUNDING:

Funds for payment on the proposed contract have been provided through the COUNTY OF HIDALGO budget approved by Commissioners' Court for 2008 year only. State of Texas statutes prohibit the obligations and expenditure of public funds beyond the fiscal year for which a budget has been approved. However, the cost of items or services covered by this contract is considered a recurring requirement and is included as a standard and routine expense of Hidalgo County to be included in each proposed budget within the foreseeable future.

County Commissioners' Court expect this to be an integral part of future budgets to be approved during the period of the proposed contract except for unanticipated needs or events which may prevent such payments against the contract. However, COUNTY OF HIDALGO cannot guarantee the availability of funds, and enters into this contract only to the extent such funds are made available. The Fiscal Year for County extends from January 1st to December 31st of each calendar year.

38. INVOICING:

All invoices submitted by contractor must reference the contract number and purchase order number(s) on the invoice. Hidalgo County will not pay invoices that are in excess of the amount authorized by the purchase order number or the contract.

39. INSURANCE AND LIABILITY:

Bidder must hold all applicable licenses, permits, bonds and insurances. During the period of this contract, the selected bidder must maintain at his/her expense insurance with limits not less than those prescribed below. With respect to required insurance, the selected bidder shall:

a. Name COUNTY as additional insured/or an insured, as its interests may appear.

b. Provide COUNTY a waiver of subrogation.

c. Provide COUNTY with a thirty (30) day advance notice of cancellation or material change to said insurance.

d. Provide the COUNTY Purchasing Agent a Certificate of Insurance evidencing required coverages within ten (10) days after receipt of Notice of Award.

e. Submit a certificate of insurance reflecting coverage as follows:

Automobile Liability:
Bodily Injury (Each person)..... $ 300,000.00
Bodily Injury (Each accident).....$ 500,000.00
Property Damage .....$ 300,000.00

General Liability (Including Contractual Liability):
(Each Occurrence)
Bodily Injury .....$ 500,000.00
Property Damage .....$ 500,000.00

Excess Liability:
Umbrella Form .....Not Required

Worker's Compensation:.....Statutory

This requirement has been determined to involve minimum hazards and low dollar values. Insurance underwriters must be acceptable to County.

40. DESIGNATED COUNTY HOLIDAYS 2008:

No deliveries will be requested on designated holidays, unless specific prior arrangements have been made. Below is the approved holiday schedule. Future schedules are expected to be similar.

HOLIDAY	SCHEDULE	2008
PRESIDENT'S DAY	MONDAY	FEBRUARY 18, 2008
GOOD FRIDAY	FRIDAY	MARCH 21, 2008
MEMORIAL DAY	MONDAY	MAY 26, 2008
INDEPENDENCE DAY	FRIDAY	JULY 04, 2008
LABOR DAY	MONDAY	SEPTEMBER 01, 2008
COLUMBUS DAY	MONDAY	OCTOBER 13, 2008
VETERAN'S DAY	TUESDAY	NOVEMBER 11, 2008
THANKSGIVING DAY	THURSDAY/FRIDAY	NOVEMBER 27-28, 2008
CHRISTMAS DAY	THURSDAY/FRIDAY	DECEMBER 25-26, 2008

DOCUMENTATION:

Bidders shall submit the following documents with this bid, or at a minimum, subsequent to bid opening, as applicable. **HOWEVER IT SHOULD BE UNDERSTOOD BY ALL BIDDERS, THAT HIDALGO COUNTY RESERVES THE RIGHT TO REJECT BID SUBMISSIONS THAT DO NOT CONTAIN ALL OF THE DOCUMENTATION DETAILED BELOW:**

1. Request For Bid Letter consisting of 1 page.(with bid)
2. Request for Bid, Legal Notice, consisting of 8 pages.(with bid)
3. Exhibit "A", Specifications, Affidavit(s) (Attachments) consisting of 13 pages.(with bid)
4. Exhibit "B", Bid Page consisting 1 page (with bid).
5. Exhibit "C", Insurance Requirements consisting of 3 pages (with bid).
6. Exhibit "D" , Copy of Conflict of Interest Form - **Original Must be Filed by Bidder at the Hidalgo County Clerk's Office.**
7. Exhibit "E", State of Texas Library Commission Rules and Regulations.
8. Exhibit "F", List of Key Persons, consisting of 1 page.(with bid)
9. Exhibit "G", Information Request Forms, consisting of 1 page.(with bid)
10. Exhibit "H", Request for Emergency Service, consisting of 1 page.(with bid)
11. Vendor/Bidder Application and W-9 form consisting of 6 pages.
12. Draft Service Contract consisting of 15 pages.
13. Certification Regarding Debarnment consisting of **1** page.

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

EXHIBIT "A"

AFFIDAVIT

BEFORE ME, the undersigned Bruce Goldman authority on this 28th day personally appeared who, being by me duly sworn, upon oath says: that he/she is duly qualified and authorized to make this affidavit for and on behalf of CTC Dist Ltd., bidder/offeror /contractor, of Hidalgo County, Texas, and is fully cognizant of the facts herein set out and affirms to the truth and accuracy of the certifications made herein by signing this affidavit; that the bidder/offeror/contractor has received the list of key persons dated Jan. 28, 2008, and attached to this affidavit as Exhibit "A"; that he/she personally read the said Exhibit "A"; that he/she can read the English language; and that he/she has no knowledge of any key person with whom the bidder/offeror is doing business or has done business during the 365-day period immediately prior to the date of this affidavit whose name is not disclosed in the bid, offer, or contract.

Bidder/Offeror/Contractor

Signature of Affiant

Bruce Goldman
Typed or Printed Name of Affiant

Owner
Title of Affiant

615 Blaze Blvd. Edinburg, TX 78539
Address

SUBSCRIBED AND SWORN to before me by the said BG this 28 day of January 2008, to certify which witness my hand and seal of office.

Notary Public in and for Hidalgo County, Texas.

Edna V. Rodriguez
Typed or printed name of notary

My commission expires:

EDNA V. RODRIGUEZ
Notary Public, State of Texas
My Commission Expires
08-23-2008

EXHIBIT "A"

ATTACHMENT 1

Bidder acknowledges that Bidder is doing business or has done business during the 365-day period immediately prior to the date on which this bid is due with the following key persons and warrants that these are the only such key persons:

1. Brian Kelly Madden — Print Name
   V-President — Title

2. Ron Haines — Print Name
   Controller — Title

If no one is listed above, Bidder warrants that Bidder is not doing business and has not done business during the 365-day period immediately prior to the date on which this bid is due with any key person.

Vehicles:

List vehicles to be utilized for this Project: Make/Model, Vehicle Identification Numbers, License Plate Numbers, for ea vehicle currently owned and/or leased by bidder which shall be covered under insurance requirements as set forth by Hida County. (If additional space is required a second sheet is provided.) Vendor must provide the following information:

Year/ Make/Model	Vehicle Identification No.	License Plate No.	Vendor Owned or Leasec
2001 Freightliner	1FVABSAK21HH88932	29WBV1	Owned
2005 Ford F150	1FTPW14565KE27798	33KJB1	Leased

II. System/Equipment:

List equipment that you will be utilizing to render the services detailed in the specifications.(i.e. shelving, file stora tracking system).

"SEE ATTACHED"

III. Staffing:

Number of employees that will be assigned to render all specifications detailed herein for storage boxes for Hidal County? Explain staff positions and duties.

"SEE ATTACHED"

CTC DISTRIBUTING

Distribution • Consolidation • Fulfillment • Storage

615 Blaze Blvd.
Edinburg, TX 78539
Tel: (956) 686-4351
Fax: (956) 787-9804

II System/Equipment:

CTC Distributing will be utilizing the following systems, equipment, and services:

- Up to 30,000 sq. ft. of secure warehouse space dedicated to County business
  -Fully fenced facility located near the Court House in Hidalgo County at approximately W. Owassa Rd and Business 281 in Edinburg
  -Warehouse structure made of concrete tilt wall to protect against fire, theft, dust, debris, insects, and rodents
- Company owned bobtail and pick up truck dedicated to make unlimited pick up and deliveries
- Perlon Scanning System for electronic imaging
- Monarch Barcode Label System
- Interlink straight packing/shelving
- 24 hr security system monitored by Argus Security in conjunction with in-house surveillance cameras with a 3 month history viewing capability
- Storage boxes to meet County specifications (12W X 15L X 10H)
- Monthly and annual pest control service and inspection provided by Terminix
- Semi-annual warehouse sprinkler system inspection provided by FireCheck
- On-site contracted guard service provided Monday through Friday 5:00 a.m. to 10:00 p.m.
- Document inspection and viewing area provided to authorized county employees at CTC Distributing
- Monthly reports will be supplied as outlined in the requirements and specifications of the bid packet
- CTC Distributing will accept file requests from authorized County personnel in any manner preferred and instructed by the County (i.e. fax, email, phone)
- Document destruction/shredding services available upon request.

Notes:

- CTC Distributing is a bonded yard and CTPAT Certified since 2003
- All CTC Distributing personnel has passed U.S. Customs/FBI background checks in order to obtain our company's CTPAT certification
- Effective January 2008 CTC will be an official PODS franchisee www.pods.com with available on site self contained storage units and segregated indoor storage space for sensitive material.
- CTC Distributing will abide to all insurance and liability requirements as outlined in the bid packet

CTC DISTRIBUTING

ribution • Consolidation • Fulfillment • Storage

615 Blaze Blvd.
Edinburg, TX 78539
Tel: (956) 686-4351
Fax: (956) 787-9804

III. Staffing

Warehouse Clerk I – one position to receive work orders from the County for both incoming and outgoing files and prepare all necessary documents. Controls inventory management of County files.

Warehouse Clerk II – one position to pull orders or from storage racks as instructed by the Warehouse Clerk I

Forklift Driver – one position to assist Warehouse Clerk II in storing and obtaining boxes in warehouse racks as outlined in CTC's inventory management system.

Driver – one position to pick up and/or deliver files to and from the County offices after the orders have been processed by Warehouse Clerk I and II.

EXHIBIT
"B"

BID PAGE

EXHIBIT "B"

BID PAGE
"OFF PREMISES STORAGE, RECORDS MANAGEMENT,
PICK UP, RETRIEVAL & DELIVERY SERVICES" **for**
HIDALGO COUNTY
BID NO.: 2008-45-02-06-otm CTC Distributer

Hidalgo County will award to the responsible bidder submitting the **lowest bid** for the item(s) as specified/identified the Schedule of Items (Records Inventory List) and meeting all specifications/requirements for all departments.

All bidders must present costs on a monthly basis in equal amounts for up to 36 months. No deviatio in monthly cost will be accepted. This is a term contract with a Firm fixed monthly rate regardless of t services provided. NO DEVIATIONS FROM HIDALGO COUNTY SPECIFICATIONS WILL E ACCEPTED.

Hidalgo County will award this contract on a twelve (12) month yearly basis, commencing on the date award and/or execution of contract. The County of Hidalgo has the sole option to renew and extend f an additional two (2) - one (1) year periods.

(A) PRICE FOR STORAGE OF **CURRENT AND FUTURE** RECORDS INVENTORY: **DISTRICT CLERK'S OFFIC**

MONTHLY $ 23,267.00 ANNUAL$ 279,204.00

(B) PRICE FOR STORAGE OF **CURRENT AND FUTURE** RECORDS INVENTORY: **PURCHASING DEPARTME**

MONTHLY $ 863.00 ANNUAL$ 10,356.00

(C) PRICE FOR STORAGE OF **CURRENT AND FUTURE** RECORDS INVENTORY: **SHERIFF'S OFFICE**

MONTHLY $ 302.00 ANNUAL$ 3624.00

(D) BIDDER IS TO PROVIDE A BID PRICE FOR STORAGE BOXES. (**PLEASE SPECIFY BOX SIZE**)

BID PRICE $ 2.00 SIZE: 10 x 12 x 15

BID PRICE $ 2.00 SIZE: 10 x 12 x 15

EXHIBIT
"C"

INSURANCE REQUIREMENTS

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

02/26/2008

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.	
(956)565-2481 FAX (956)565-2733 McAfee Insurance Agency P. O. Box 625 321 Second Street Mercedes, TX 78570	INSURERS AFFORDING COVERAGE	NAIC #
INSURED CTC Distributing, Ltd 615 Blaze Blvd Edinburg, TX 78539	INSURER A: The Republic Group	
	INSURER B: Texas Mutual Ins. Co.	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	CMP5636060	11/21/2007	11/21/2008	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,00 $ 200,00 $ 10,00 $ 1,000,00 $ 2,000,00 $ 2,000,00
A		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	BAP5636061	11/21/2007	11/21/2008	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,00 $ $ $
		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 $ 10,000	UMB5636062	11/21/2007	11/21/2008	EACH OCCURRENCE AGGREGATE	$ 5,000,00 $ 5,000,00
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	TSF 0001176109	01/05/2008	01/05/2009	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,00 $ 1,000,00 $ 1,000,00
		OTHER					

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

County of Hidalgo is names as an additional insured.

CERTIFICATE HOLDER	CANCELLATION
County of Hidalgo	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 MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Richard Garza/JEN

©ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

EXHIBIT
"D"

(CIQ)
CONFLICT
OF INTEREST
QUESTIONNAIRE

(ORIGINAL MUST BE FILED BY BIDDER AT THE HIDALGO COUNTY CLERK'S OFFICE)

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

_____ _____

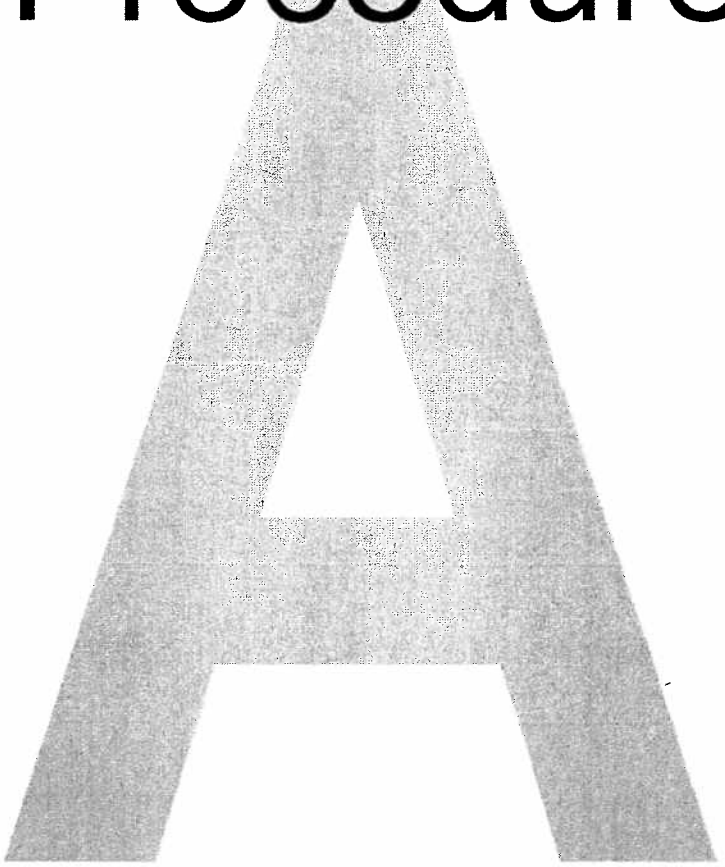
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

EXHIBIT
"E"

STATE OF TEXAS
LIBRARY
COMMISSION
RULES AND
REGULATIONS

Microfilming Standards and Procedures



Texas State Library and Archives Commission

LOCAL GOVERNMENT BULLETIN A
JUNE 1996

Comments or complaints regarding the programs and services of the
Texas State Library and Archives Commission
May be addressed to:
Director and Librarian
PO Box 12927
Austin, Texas 78711-2927
512-463-5460; FAX 512-463-5436
Copies of this publication are available in alternative format on request.
Published by the Texas State Library and Archives Commission, January 2001.

Microfilming Standards and Procedures

LOCAL GOVERNMENT BULLETIN A

§204.001. Definitions.

In this chapter:

(1) "Microfilm" means roll microfilm, microfiche, and all other formats produced by any method of microphotography or other means of miniaturization on film.

(2) "Microfilming" means the methods, procedures, and processes used to produce roll microfilm, microfiche, or other microphotographic formats.

Source:
Acts 1989, 71st Legislature, Chapter 1248, Section 1, effective September 1, 1989.

§204.002. Authorization.

Any local government record may be maintained on microfilm in addition to or instead of paper or other media, subject to the requirements of this chapter and rules adopted under it.

Source:
Acts 1989, 71st Legislature, Chapter 1248, Section 1, effective September 1, 1989.

§204.003. Microfilm Produced Under Prior Law.

(a) All microfilm produced before June 1, 1990, under prior law is validated to the extent the microfilm was produced in the manner and according to the standards prescribed by prior law.

(b) In rules adopted under Section 204.004, the commission may establish procedures for the retrospective certification of uncertified or improperly certified microfilm produced before April 1, 1990, that otherwise meets the standards prescribed by prior law.

Source:
Acts 1989, 71st Legislature, Chapter 1248, Section 1, effective September 1, 1989.

§204.004. Standards and Procedures.

(a) The commission shall adopt rules on or before April 1, 1990, establishing standards and procedures for the microfilming of local government records. The rules must be approved as required by Section 441.165, Government Code.

(b) The rules must prescribe:

(1) standards for film quality, resolution, density, definition, and chemical stability;

(2) tests and other methods of inspection required to establish that prescribed standards have been met;

(3) procedures for verifying that records have been filmed accurately;

(4) procedures for the certification of microfilmed records;

(5) standards for the use of editorial and technical targets on microfilm;

(6) standards for the production of use copies from and the storage of master microfilm negatives;

(7) procedures for the labeling and indexing of microfilmed records;

(8) procedures establishing the manner in which court case papers must be filmed;

(9) procedures for the expunction of criminal records on microfilm pursuant to court order;

(10) standards for computer-output microfilm; and

(11) standards for providing access by the members of the public to records on microfilm to which they are entitled under law.

(c) In rules adopted under this section, the commission may establish differing standards and procedures for the microfilming of:

(1) any permanent record;

(2) any record of a municipal, justice, county, or district court; or

(3) any record to which access is restricted under Chapter 424, Acts of the 63rd Legislature, Regular Session, 1973 (Article 6252-17a, Vernon's Texas Civil Statutes), or other state law.

Source:
Acts 1989, 71st Legislature, Chapter 1248, Section 1, effective September 1, 1989.

§204.005. Rules to be Updated.

The director and librarian shall monitor standards relating to microfilming developed for use by federal agencies or adopted by national organizations that develop and set standards in the fields of information and records management in order to recommend to the commission any needed amendments to rules.

Source:
Acts 1989, 71st Legislature, Chapter 1248, Section 1, effective September 1, 1989.

§204.006. Indexing.

An index to a microfilm record must show the same information that may be required by state law for an index to the same record if it is not microfilmed.

Source:
Acts 1989, 71st Legislature, Chapter 1248, Section 1, effective September 1, 1989.

§204.007. Destruction of Original Records.

(a) Except as provided by Section 204.008, the original of a record that has been microfilmed pursuant to this chapter and rules adopted under it may be destroyed before the expiration of its retention period on a records retention schedule issued by the commission.

(b) A list of the originals of microfilmed records destroyed shall be filed with the records management officer.

(c) The microfilm record must be retained until the expiration of the retention period for the original record.

Source:
Acts 1989, 71st Legislature, Chapter 1248, Section 1, effective September 1, 1989.

§204.008. Destruction of Permanent Records.

(a) The original of a permanent record may not be destroyed until a destruction authorization request is submitted to the director and librarian certifying that the microfilm of the record meets the standards of this chapter and rules adopted under it.

(b) Requests shall be submitted by the records management officer or under the officer's direction or, if a records management officer has not yet been designated under Section 203.025, by the custodian of the microfilm records.

(c) If the director and librarian or the designee of the director and librarian approves the request, the original record may be destroyed.

(d) In lieu of destruction, the director and librarian may require that the original record be transferred to the custody of the commission.

(e) If the director and librarian or the designee of the director and librarian disapproves the request, the reasons for the disapproval shall be stated in writing within a reasonable time to the records management officer or custodian. The original records may not be destroyed until the microfilm of the records is brought into compliance with this chapter and the rules adopted under it as evidenced by the submission of a new destruction authorization request.

(f) The director and librarian shall determine the form and manner of submission of destruction authorization requests required by this section.

Source:
Acts 1989, 71st Legislature, Chapter 1248, Section 1, effective September 1, 1989.

§204.009. Microfilm of Permanent Records to be Supplied.

(a) A local government or elected county officer, at the request of the director and librarian, shall supply to the commission a copy of the microfilm of any permanent record to which access is not restricted by law.

(b) The commission shall reimburse the local government or elected county officer for the cost of the copy. If the film duplication is performed by the local government or elected county officer, the cost must be the same as that paid by state agencies to the Texas State Library for a similar microfilm copy. If the film duplication is done by a commercial microfilming service under contract with the local government or elected county officer, the cost of the copy may not exceed the cost paid by the local government or elected county officer for a copy under the contract.

(c) The director and librarian or an employee of the commission may not provide certified copies of a record on microfilm obtained under this section without the consent of the original local custodian of the record.

Source:
Acts 1989, 71st Legislature, Chapter 1248, Section 1, effective September 1, 1989.

§204.010. Commercial Microfilm Storage Facilities.

(a) The commission may establish a program for the certification of commercial microfilm storage facilities for the storage of the master microfilm negatives of local government records.

(b) If the commission establishes a certification program, the procedures of this subsection apply. On request by the commercial storage facility, the director and librarian shall inspect the facility to determine if the facility meets the minimum standards established by the commission under Section 204.004 for the storage of the microfilm of local government records. If the commercial storage facility meets the minimum standards established by the commission, the name of the facility shall be added to a list of certified storage facilities to be prepared by the director and librarian and made available on request to a local government, elected county officer, or other interested party. The inspection and certification of commercial storage facilities shall be on a fee basis to be determined by the commission.

(c) The commission shall determine the period a certification made under this section is effective.

Source:
Acts 1989, 71st Legislature, Chapter 1248, Section 1, effective September 1, 1989.

§204.011. Effective as Original Record.

(a) A microfilmed record created in compliance with this chapter and rules adopted under it, including microfilm validated by Section 204.003, is an original record and shall be accepted by any court or administrative agency of this state.

(b) If issued and certified by a local government recordkeeper, a copy on paper or film of a microfilmed record shall be accepted by a court or administrative agency of this state as a certified copy of an original record.

Source:
Acts 1989, 71st Legislature, Chapter 1248, Section 1, effective September 1, 1989.

TEXAS ADMINISTRATIVE CODE

TITLE 13, CHAPTER 7

§7.21. Definitions.

The following words and terms, when used in these sections, have the following meanings, unless the context clearly indicates otherwise. Terms not defined in these sections have the meanings defined in the Local Government Code, Chapter 201, or technical report AIIM TR2 adopted by reference in §7.22(a) (relating to Adopted National Standards) of this title.

Aperture card—A card with a rectangular opening(s) into which 16mm/35mm microfilm frames can be inserted, mounted, or premounted.

Batch—A quantity of chemicals or film which has been prepared at one time, and which has been identified through labeling or through other means by the manufacturer as a batch or lot.

CAD (computer assisted design)—A method of creating microimages by computer-driven laser.

Convenience film—Microfilm copies of records created only for convenience of use and considered nonrecords under the Local Government Code, §201.003(8).

Declaration by the camera operator—A target photographed on film following the filmed records that provides identification of beginning and ending records on the film; signature of the camera operator; date the declaration was filmed; and reduction range, if more than one ratio has been used.

Diazo—A photographic film containing one or more photosensitive layers composed of diazonium salts in a polymeric material which react with coupler(s) to form an azo dye image after film processing.

Duplicate microfilm—A microfilm copy made from the original or master negative. Can be silver, diazo or vesicular film.

Essential record—Any local government record necessary to the resumption or continuation of government operations in an emergency or disaster, to the re-creation of the legal and financial status of the government, or to the protection and fulfillment of obligations to the people of the state.

Local government record—Any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by a local government or any of its officers or employees pursuant to law, including an ordinance, or in the transaction of public business, except for materials excluded under the Local Government Code, Chapter 201.

Microfilm—Roll microfilm, microfiche, computer output microfilm (COM), and all other formats produced by any method of microphotography or other means of miniaturization on film.

Microfilm container—Generic term for any enclosure in close or direct contact with film such as a reel, can, bag, folder, sleeve (sheath), jacket, envelope, window mount or mat, slide mount, carton, cartridge, cassette, and aperture card.

Microfilming—The methods, procedures, and processes used to produce microfilm.

Needs assessment—A documented process to determine the feasibility and justification for microfilming records including consideration of the retention period and activity rate of the records, advantages and limitations of alternate records media, protection of essential records, access or retrieval concerns, and cost comparisons.

Original microfilm—Film produced directly from the record (also known as first-generation microfilm and camera film).

Records custodian—The appointed or elected public officer who by the state constitution, state law, ordinance, or administrative policy is in charge of an office that creates or receives local government records.

Records management officer—The person identified under the Local Government Code, §203.001 or designated under the Local Government Code, §203.025 as the records management officer.

Records series—A group of identical or related records that are normally used and/or filed together, and that permit evaluation as a group for retention scheduling purposes.

Retention period—The minimum time that a local government record must be retained as established on a records retention schedule adopted under §7.125 of this title (relating to Records Retention Schedules).

Security copy—Either the original microfilm or a duplicate that is stored offsite for the full retention period of the record.

Step-and-repeat system—A method of microfilming by which images are directly placed on an area of film according to a predetermined format, usually in orderly rows and columns.

Title page—A target photographed on film stating that the records are microfilmed in the regular course of business and identifying the name of the government and office of origin, if applicable; name and title of the current records custodian/officer; name and location of service bureau, if applicable; reduction ratio; records series title; inclusive dates of records and volume numbers or serial numbers needed to clearly identify the records; and restriction or classification, if applicable.

Vesicular—Photographic film containing one or more photosensitive layers composed of diazonium salt in a thermoplastic material.

Source:
The provisions of this Section 7.21 adopted to be effective June 12, 1966, 21 TexReg 4990.

§7.22. Adopted National Standards.

(a) The commission adopts by reference the following copyrighted standards and recommended practices issued by the American National Standards Institute (ANSI) and/or the Association for Information and Image Management (AIIM) as minimum requirements for all microfilming of local government records where these sections do not specify a standard or practice. A copy of each of the standards adopted in this section is on file and available for public inspection during regular working hours at the State and Local Records Management Division, Texas State Library, 4400 Shoal Creek Boulevard, Austin, TX 78756. The standards are distributed by and available from the Association for Information and Image Management, Suite 1100, 1100 Wayne Avenue, Silver Spring, MD 20910-5699.

(1) AIIM TR2-1992, Glossary of Imaging Technology.

(2) AIIM TR11-1987 with 1993 addendum, Microfilm Jacket Formatting and Loading Techniques.

(3) AIIM TR12-1988, Bar Coding on Microfiche for Production and Dynamic Distribution Control.

(4) ANSI IT9.2-1991, Imaging Media - Photographic Processed Films, Plates, and Papers - Filing Enclosures and Storage Containers.

(5) ANSI IT9.5-1992, Imaging Media (Film) - Ammonia-Processed Diazo Films - Specifications for Stability.

(6) ANSI IT9.11-1991, Imaging Media - Processed Safety Photographic Film - Storage.

(7) ANSI IT9.12-1991, Photography - Processed Vesicular Photographic Film - Specifications for Stability.

(8) ANSI/AIIM MS1-1988, Recommended Practice for Alphanumeric Computer-Output Microforms - Operational Practices for Inspection and Quality Control.

(9) ANSI/AIIM MS5-1992, Microfiche.

(10) ANSI/AIIM MS8-1988, Image Mark (Blip) Used in Image Mark Retrieval Systems.

(11) ANSI/AIIM MS11-1987, Microfilm Jackets.

(12) ANSI/AIIM MS14-1988, Specifications for 16mm and 35mm Roll Microfilm.

(13) ANSI/AIIM MS17-1992, Micrographics - Rotary (Flow) Microfilm Camera Test Chart and Test Target - Descriptions and Use.

(14) ANSI/AIIM MS18-1992, Micrographics - Splices for Imaged Microfilm - Dimensions and Operational Constraints.

(15) ANSI/AIIM MS19-1993, Standard Recommended Practice - Identification of Microforms.

(16) ANSI/AIIM MS23-1991, Practice for Operational Procedures/Inspection and Quality Control of First-generation, Silver Microfilm of Documents.

(17) ANSI/AIIM MS28-1987, Alphanumeric COM Quality Test Slide.

(18) ANSI/AIIM MS39-1987, Recommended Practice for Operational Procedures, Quality Control and Inspection of Graphic Computer-Output Microforms.

(19) ANSI/AIIM MS42-1989, Recommended Practice for the Expungement, Deletion, Correction, or Amendment of Records on Microforms.

(20) ANSI/AIIM MS43-1988, Recommended Practice for Operational Procedures/Inspection and Quality Control of Duplicate Microforms of Documents and From COM.

(21) ANSI/AIIM MS45-1990, Recommended Practice for Inspection of Stored Silver-Gelatin Microforms for Evidence of Deterioration.

(22) ANSI/AIIM MS51-1991, Micrographics - ISO Resolution Test Chart No. 2 - Description and Use.

(23) ANSI/NAPM IT9.1-1992, Imaging Media (Film) - Silver-Gelatin Type - Specifications for Stability.

(24) ANSI/NAPM IT9.17-1993, Photography - Determination of Residual Thiosulfate and Other Related Chemicals in Processed Photographic Materials - Methods Using Iodine-Amylose, Methylene Blue and Silver Sulfide.

(b) In case of conflict between any standard adopted by reference in subsection (a) of this section and any provision of these sections, these sections prevail.

Source:
The provisions of this Section 7.22 adopted to be effective June 12, 1966, 21 TexReg 4990.

§7.23. General.

(a) These sections apply to the microfilming of any local government record that is to be maintained solely in microfilm format and to all microfilm, which is created or maintained for the full retention period of the record as a backup or security copy of a local government record. These sections do not apply to convenience film.

(b) Microfilming of records must be in compliance with an approved records control schedule except, if a local government does not have an approved schedule, a microfilming needs assessment must be completed to determine if filming is justified.

(c) For microfilm maintained as roll film, no more than one records series is permitted on each roll of microfilm.

(d) For essential records that are microfilmed, there must be a security copy stored offsite.

(e) The originals of records or source documents that have been microfilmed may be destroyed prior to the expiration of their retention periods only if the microfilm complies with these sections and in accordance with the Local Government Code, §§204.007-204.008.

(f) After the completion of the production tests and inspections required under §7.25 of this title (relating to Microfilm Production Tests and Inspections), original microfilm must not be unwound and used for any purpose except:

(1) to produce duplicate copies of the film;

(2) to carry out inspections under §7.27 of this title (relating to Inspection of Stored Original Microfilm);

(3) to expunge records as required by §7.32 of this title (relating to Expungement); or

(4) to destroy records as required by §7.33 of this title (relating to Destruction of Microfilmed Records).

(g) Microfilm produced for a local government is the property of the local government, and the local government and its records management officer have the same responsibilities for ensuring the management and preservation of microfilmed records under the Local Government Code, Title 6, Subtitle C, as if the records were not microfilmed.

(h) If a service provider is used for the filming, processing, and/or storage of local records, a written agreement must be in place to provide access in compliance with local, state, and federal laws or delivery of the records as needed by the local government and to allow inspections of the microfilm facilities by the records management officer, records custodian, or other authorized representative of the governing body of the local government.

(i) All microfilm produced before the effective date of these sections is validated to the extent the microfilm was produced in the manner and according to the standards prescribed by prior law or the provisions of Local Government Code, Chapter 204, and the rules adopted under it.

Source:
The provisions of this Section 7.23 adopted to be effective June 12, 1966, 21 TexReg 4990.

§7.24. Microfilm Production Procedures.

(a) Standards for original microfilm.

(1) First-generation, silver microfilm - ANSI/AIIM MS23.

(2) Microfiche - ANSI/AIIM MS5.

(3) Roll microfilm - ANSI/AIIM MS14.

(4) Splices for microfilm - ANSI/AIIM MS18.

(5) The quality-index graph in standard ANSI/AIIM MS23 must be used to determine the minimum quality index for all microfilm of essential and permanent records and for 10% of the total volume of microfilm of other records. All microfilm of permanent and essential records must meet a minimum quality index level of 5.0. Microfilm of other records must meet a minimum quality index level of 3.6.

(b) Standards for microfilm duplicates.

(1) ANSI/AIIM MS43 and the following standards, as applicable.

(2) Diazo film - ANSI IT9.5.

(3) Vesicular film - ANSI IT9.12.

(4) Silver film - ANSI/NAPM IT9.1.

(c) Film specifications.

(1) Original microfilm must meet standard ANSI/NAPM IT9.1, except where these sections specifically state otherwise.

(2) Film with a polyester base must be used for records having a retention period of 10 years or more.

(3) Any film type may be used for records having a retention period of less than 10 years, provided the microfilmed record will last for the required retention period.

(d) Indexing.

(1) The indexing and retrieval system to be used must be determined before preparing documents for filming.

(2) The records must be arranged, identified, and indexed for filming so that an individual document or a series of documents can be located on film.

(3) Any use of image marking must comply with standard ANSI/AIIM MS8.

(4) In those instances where records are not self-indexing, (i.e. not in a readily identifiable numeric or alphabetic sequence) an index must be maintained.

(e) Document preparation.

(1) All imperfections that affect the legibility of a document must be repaired, if possible, and if allowed by the records management officer or records custodian.

(2) Documents must be filmed in an orderly sequence and misplaced pages, folders or other file units must be put in the correct order.

(3) The film must be as complete a record of the file as possible. Problems with missing file units, incorrect pagination, illegible pages, etc. must be documented by inserting and filming targets, as specified in standard ANSI/AIIM MS23.

(4) Whenever possible, targets must all face the same direction as the records being microfilmed.

(f) Image sequence for filming.

(1) The image sequence on roll microfilm must be at a minimum:

(A) leader with a minimum of 700 millimeters (28 inches) of blank film;

(B) density target and resolution target;

(C) title page;

(D) records on film;

(E) declaration by camera operator;

(F) density target and resolution target; and

(G) trailer with a minimum of 700 millimeters (28 inches) of blank film.

(2) The filming sequence for retakes/additions on all microfilm must be:

(A) title target identifying the retake/addition records;

(B) the retake/addition records; and

(C) declaration by camera operator.

(3) Retakes/additions can be spliced either before the density and resolution targets at the beginning of the film or after the density and resolution targets at the end of the film. Retakes/additions can be on another roll of film if cross-indexed to the original role on the title target and the container label.

Source:
The provisions of this Section 7.24 adopted to be effective June 12, 1966, 21 TexReg 4990.

§7.25. Microfilm Production Tests and Inspections.

(a) The following tests must be performed on microfilm as indicated.

(1) Methylene blue test.

(A) A methylene blue test for conventionally processed silver-gelatin film must be performed on all original microfilm in compliance with standard ANSI/NAPM IT9.17.

(B) A test must be performed on a strip of processed, clear, and unexposed film approximately six inches long from the original microfilm or on a process control strip at least once each week during which processing is done.

(C) A test must also be performed whenever a batch of fixer or developer is changed, or when changes in processing such as replacement or addition of filter, water softener, or replenishing system are made, or when water is changed.

(D) If processing is performed by a service bureau, a test performed for one local government may satisfy this requirement for more than one local government.

(E) If film fails to meet the standards established by these sections, it must be rewashed and retested within 14 days of initial processing.

(F) Once a year, two test strips must be taken from the same microfilm; one must be sent to an independent testing laboratory and the other to the laboratory, which performs the weekly test, for verification of test results.

(G) If either test result is greater than 0.014 grams per square meter, the records management officer or records custodian must identify and remedy the cause of the deviation from the required standard.

(2) Density test.

(A) A density test must be performed on all original microfilm in compliance with standard ANSI/AIIM MS23 and the background density must be in accordance with that standard.

(B) Densitometer used must be calibrated daily, when in use.

(3) Resolution test.

(A) A resolution test must be performed on all original microfilm in compliance with standard ANSI/AIIM MS23.

(B) The resolution target must meet the following standards:

(i) ANSI/AIIM MS17; and/or

(ii) ANSI/AIIM MS19; and/or

(iii) ANSI/AIIM MS51.

(C) Photocopies of the resolution target must not be used for testing.

(D) Resolution target images must be evaluated under a microscope to determine if resolution loss from duplicating is acceptable. A duplicate of a first-generation film must have a resolution loss of no more than one test pattern of the test objects described in ANSI/AIIM MS51.

(b) Original processed microfilm must be visually inspected according to the following procedures.

(1) Within two weeks of completion of the methylene blue test, a visual inspection of microfilm must be completed to verify legibility.

(2) Film of essential records or records having a retention period of 10 years or more must be inspected image by image.

(3) Film of nonessential records having a retention period of less than 10 years must be inspected at least every three meters (10 feet) of each roll or every third fiche.

(4) Images of documents must be uniformly placed on the film and must be free of any defects in the filming area that would interfere with the documents being read.

(5) If a defect is found on any microfilm, the microfilm immediately preceding and following the sample of microfilm on which the defect was found must be inspected. If a defect is found on those microfilms, the uninspected microfilm preceding and/or following those microfilms must be inspected image by image until all defective film has been identified.

(c) Testing and Inspection of Equipment.

(1) Cameras and ancillary equipment must be calibrated, tested, or otherwise inspected and adjusted at least twice annually or more often if required to comply with manufacturer's specifications or recommended operating and maintenance procedures.

(2) Processors must be monitored on a scheduled basis with process control strips (sensitometric strips) at a minimum at the start of processing each day and whenever a batch of film, fixer, or developer is changed, or when changes in processing such as replacement or addition of filter, water softener, or replenishing system are made, or when water is changed.

Source:
The provisions of this Section 7.25 adopted to be effective June 12, 1966, 21 TexReg 4990.

§7.26. Storage of Original Microfilm.

(a) Original microfilm must be stored in a separate building from that in which duplicate copies, if any, or the original records are housed, and under conditions that meet the requirements of this section.

(b) Microfilm must be stored in a storage room or vault that complies with the following:

(1) is separate from other types of storage, offices, or work areas and offers protection from fire, water, steam, structural collapse, unauthorized access, and other potential hazards;

(2) is equipped with a fire alarm system and capable of preventing temperatures inside the storage room/vault from exceeding 150 degrees Fahrenheit and the relative humidity inside the storage

room/vault from exceeding 85% for up to two hours in the event of a fire external to the storage room/vault;

(3) if constructed or readapted after 1991 to serve as a microfilm storage facility, is equipped with a fire suppression system and with automatic fire control dampers in ducts carrying air to and from the storage room/vault;

(4) if needed, is equipped with a system capable of removing those gaseous impurities in the surrounding environment as specified in standard ANSI IT9.11;

(5) if subject to invasion of solid particles that can abrade film or react on the images, has mechanical filters or electrostatic precipitators installed with a cleaning efficiency of at least 80% when tested with atmospheric air in accordance with standard ANSI IT9.11;

(6) has approximately 0.05 inch of pressure above atmospheric pressure; e.g., a positive air pressure is maintained within the storage room or vault; and

(7) has adequate temperature and humidity controls.

(A) For microfilm of records with a retention of 10 years or more, temperature must not exceed 70 degrees Fahrenheit, and a constant relative humidity of 35% must be maintained with a maximum variance of plus/minus 5.0% relative humidity in a 24-hour period.

(B) For microfilm of records with a retention of less than 10 years, the maximum temperature must not exceed 77 degrees Fahrenheit, and a relative humidity range between 20% and 50% must be maintained with a maximum variation of plus/minus 5.0% relative humidity in a 24-hour period.

(c) Standards for microfilm containers and storage housings.

(1) A microfilm container must be used for processed microfilm to protect the film and facilitate identification and handling.

(2) Chemically stable materials such as noncorrosible metals (anodized aluminum or stainless steel), peroxide-free plastics, and acid-free paper must be used for containers to ensure no degradation is caused to the image.

(A) If an adhesive is used, it must have no harmful effect on the photographic images.

(B) Inks used on the container and on the label must not be a source of products that may damage the film or the enclosure itself.

(C) Paper that is free of chemicals harmful to the film may be used to secure roll film, if needed.

(3) Container label information must include:

(A) whether the film is original microfilm or a duplicate, including generation number if known;

(B) identification number;

(C) name of government and office of origin, if applicable;

(D) records series title;

(E) inclusive dates of records;

(F) the beginning and ending records; and

(G) retakes/additions, if applicable.

(4) Microfilm must be stored in a closed housing or may be stored on open shelves or racks if the film is in closed containers.

(5) Storage housing materials must be noncombustible and noncorrosive.

(6) Storage housing and containers must not be overloaded and film must not be stored under pressure.

(d) Films of different generic types, such as silver-gelatin, diazo, and vesicular films, must not be stored in the same storage room/vault or in rooms sharing common ventilation.

Source:
The provisions of this Section 7.26 adopted to be effective June 12, 1966, 21 TexReg 4990.

§7.27. Inspection of Stored Original Microfilm.

(a) An inspection of stored original microfilm must be conducted in accordance with the following standards:

(1) ANSI IT9.11;

(2) ANSI/AIIM MS45; and

(3) ANSI/NAPM IT9.1.

(b) When inspection is done, the sample of microfilm to be inspected for each storage room or vault, if more than one, must be 1/1000th of the total volume of stored microfilm or at least 100 microforms (rolls, jackets, microfiche, aperture cards, COM, etc.) whichever is greater. Sampling procedures must be established that will assure that all parts of the group of microfilm are represented.

(c) An inspection of stored microfilm must be conducted every two years, except if the microfilm has been stored under temperature and/or humidity conditions other than those specified in these sections, it must be inspected yearly.

(d) Containers used to store the film must be inspected for evidence of rust, corrosion, or other deterioration and replaced, if needed.

(e) Original microfilm must be inspected on a light box with rewinds or comparable equipment, which will not scratch the film.

(f) If deterioration is found, a more extensive inspection must be conducted to locate all deteriorating film.

(g) Any deteriorating film must immediately be removed from the storage area and the problem corrected before returning the film to storage.

Source:
The provisions of this Section 7.27 adopted to be effective June 12, 1966, 21 TexReg 4990.

§7.28. Computer Output Microfilm (COM).

(a) Standards for COM are the same as other microfilm formats, except as stated in this section.

(b) The COM original must be wet processed silver-gelatin film for essential records and records with a retention of 10 years or more.

(c) The following standards for production, testing, and inspection of COM must be met:

(1) ANSI/AIIM MS1;

(2) ANSI/AIIM MS5;

(3) ANSI/AIIM MS28;

(4) ANSI/AIIM MS39;

(5) ANSI/AIIM MS43; and

(6) ANSI/NAPM IT9.17.

(d) If bar coding is used, the procedures in technical report AIIM TR12 must be followed.

(e) The COM original must be visually inspected every 10 feet.

(f) Eye-legible titling information must include the following:

(1) name of government and office of origin, if applicable;

(2) records series title;

(3) date(s) of records; and

(4) starting and/or ending indexing information.

(g) A reduction ratio not exceeding 48:1 must be used.

(h) Adherence to the provisions of §7.24(f) of this title (relating to Image Sequence for Filming) is not required.

Source:
The provisions of this Section 7.28 adopted to be effective June 12, 1966, 21 TexReg 4990.

§7.29. Jacketing.

(a) Standards for jacketed microfilm are the same as other microfilm formats, except as stated in this section.

(b) Original microfilm may be placed in a jacket, if there is a security copy stored according to the provisions of §7.26 of this title (relating to Storage of Original Microfilm) and inspected according to the provisions of §7.27 of this title (relating to Inspection of Stored Original Microfilm).

(c) The following must be included in the jacket header information:

(1) name of government and office of origin, if applicable;

(2) records series title;

(3) date(s) of records; and

(4) starting and/or ending indexing information.

(d) Header information must be created with a black carbon-type ribbon or ink that will not bleed, spread, or transfer.

(e) Microfilm jackets must comply with ANSI/AIIM MS11.

(f) The procedures in AIIM TR11 must be used for the jacketing of film.

(g) If using a strip film processor camera, the density test and resolution test for original microfilm must be conducted at a minimum of once every roll or every 3,000 images.

Source:
The provisions of this Section 7.29 adopted to be effective June 12, 1966, 21 TexReg 4990.

§7.30. Aperture Card/CAD Systems.

(a) Standards for film produced by aperture card/CAD systems are the same as other microfilm formats, except as stated in this section.

(b) The original microfilm and enclosure must pass the photographic activity test criteria outlined in the standard ANSI IT 9.2.

(c) A density test and a resolution test must be conducted on a sample of original microfilm at a minimum of once every 250 cards or every 1,000 images, whichever is greater.

(d) Aperture cards must have the following information on label headings:

(1) name of government and office of origin, if applicable;

(2) records series title;

(3) date(s) of records; and

(4) unique identifier.

(e) Adherence to the provisions of §7.24(f) of this title (relating to Image Sequence for Filming) is not required.

Source:
The provisions of this Section 7.30 adopted to be effective June 12, 1966, 21 TexReg 4990.

§7.31. Step-and-Repeat Systems.

(a) Standards for film produced by step-and-repeat systems are the same as other microfilm formats, except as stated in this section.

(b) Silver-gelatin microfilm in roll or microfiche form must be used for original microfilm.

(c) A density test and a resolution test for original microfilm must be conducted at the beginning of each day of filming and at a minimum of once every roll, or if using precut film, every 3,000 images.

(d) Adherence to the provisions of §7.24(f) of this title (relating to Image Sequence for Filming) is not required.

Source:
The provisions of this Section 7.31 adopted to be effective June 12, 1966, 21 TexReg 4990.

§7.32. Expungement.

(a) Expungement of records must comply with statutory law and standard ANSI/AIIM MS42.

(b) If roll film is spliced, the following information must be inserted in place of the expunged record(s):

(1) a start of expungement target;

(2) replacement documents for documents that were expunged (if necessary);

(3) an expungement certificate containing the following information:

(A) the number of the district court ordering the expungement;

(B) the signature, printed name, and title of the custodian of expunged records;

(C) the date of expungement.

(c) If the abrasion method is used, an expungement certificate must be maintained that includes the information specified by subsections (b)(3)(A)-(C) of this section and other information sufficient to identify the microfilm and the image location, if applicable. This certificate must be preserved until the microfilm's final disposition.

(d) Images on film must not be expunged by punching holes through film, by using opaque, by blotting images with ink-type pen, or by using chemical means such as potassium dichromate (bleach) on film emulsion.

(e) Expungement certificates must not be used when an amended certificate of birth is prepared and filed based on adoption, legitimation, or paternity determination. No evidence may be retained in the microfilm, index, or cross-reference through which the confidentiality of adoption, legitimation, or paternity actions may be directly or indirectly violated.

Source:
The provisions of this Section 7.32 adopted to be effective June 12, 1966, 21 TexReg 4990.

§7.33. Destruction of Microfilmed Records.

(a) Microfilmed records must be destroyed only in accordance with the Local Government Code, §§202.001-202.003.

(b) Microfilmed records scheduled for destruction must be disposed of in a manner that ensures protection for any sensitive or confidential information.

(c) Destruction of records on a roll of microfilm containing multiple record series must be done by destroying the whole roll of film at the time the records on the film that have the longest retention period are eligible for destruction or, if filmed prior to the effective date of these standards, by deleting the section of the film containing records eligible for destruction and splicing the film. If the film is spliced, a destruction notice containing the following information must be inserted in place of the deleted records:

(1) the record series title and the inclusive dates of the records;

(2) the signature, printed name, and title of the custodian of the deleted records;

(3) the date of the deletion.

Source:
The provisions of this Section 7.33 adopted to be effective June 12, 1966, 21 TexReg 4990.

§7.34. Documentation and Recordkeeping.

(a) Microfilm production, including testing, and inspection.

(1) Records management officers or records custodians must require documentation to be maintained that identifies titles of records filmed, quality control tests conducted, the results of quality control tests, dates records filmed, disposition of records after filming, dates film processed, disposition of film, reduction ratio used, records series contained on each microfilm, and equipment on which each microfilm was filmed and processed. The documentation must be retained until final disposition of all microfilm documented in the log or equivalent.

(2) If filming or processing is done by a service bureau, the local government must obtain a statement of the results of density, resolution, methylene blue, and visual inspection tests from the service bureau attesting to the accurate reproduction of records filmed.

(b) Microfilm storage inspections.

(1) The following information must be recorded for each inspection of stored microfilm.

(A) the quantity and identification of microfilm inspected;

(B) the condition of the microfilm, including description of any deterioration;

(C) any corrective action required;

(D) the date(s) of inspection and signed certification of inspector; and

(E) the date any corrective action was completed.

(2) The inspection log of stored microfilm must be maintained by year and within each year numerically according to microfilm identifier or number.

(c) Microfilm program procedures, training, and reviews.

(1) Written procedures must be prepared for the microfilm program and periodically updated to reflect current practice and at a minimum must include a description of:

(A) purpose of microfilm program;

(B) microfilm production including tests and inspections;

(C) storage of microfilm;

(D) inspection of stored microfilm;

(E) destruction of microfilmed records including expungement of information on microfilm; and

(F) documentation maintained.

(2) Staff training on microfilm procedures must be documented.

(3) The microfilm program must be reviewed by the records management officer or the records custodian yearly for compliance with the Local Government Code, Chapter 204 and these sections.

Source:
The provisions of this Section 7.34 adopted to be effective June 12, 1966, 21 TexReg 4990.

§7.35. Public Access to Information on Microfilm.

Local governments must adopt procedures to ensure that the public has the same access to information on microfilm as they would be entitled to if the information were recorded in another medium and to protect access to confidential information on microfilm. Where microfilm is the record medium, a paper copy, duplicate microfilm, or other type of copy must be made available for public use. The local government must not provide the original microfilm for public access.

Source:
The provisions of this Section 7.35 adopted to be effective June 12, 1966, 21 TexReg 4990.

Electronic Records

Standards and Procedures

B

LOCAL GOVERNMENT BULLETIN B
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Electronic Records

Standards and Procedures

LOCAL GOVERNMENT BULLETIN B

Local Government Code
Chapter 205. Electronic Storage of Records.

Section 205.001. Definitions.

In this chapter:

(1) "Electronic storage" means the maintenance of local government record data in the form of digital electronic signals on a computer hard disk, magnetic tape, optical disk, or similar machine-readable medium.

(2) "Local government record data" means the information that by law, regulation, rule of court, ordinance, or administrative procedure in a local government comprises a local government record as defined by Section 201.003.

(3) "Source document" means the local government record from which local government record data is obtained for electronic storage. The term does not include backup copies of the data in any media generated from electronic storage.

Source:
Added by Acts 1989, 71st Leg., ch. 1248, Sec. 1, eff. Sept. 1, 1989.

Section 205.002. Authorization.

Any local government record data may be stored electronically in addition to or instead of source

documents in paper or other media, subject to the requirements of this chapter and rules adopted under it.

Source:
Added by Acts 1989, 71st Leg., ch. 1248, Sec. 1, eff. Sept. 1, 1989.

Section 205.003. Standards and Procedures to be Adopted.

(a) The commission shall adopt rules establishing standards and procedures for the electronic storage of any local government record data of permanent value and may adopt rules establishing standards and procedures for the electronic storage of any local government record data whose retention period is at least 10 years on a records retention schedule issued by the commission. The rules must be approved as required by Section 441.165, Government Code.

(b) With regard to the types of local government record data covered by Subsection (a), the rules may require or prescribe:

(1) standards and procedures for the generation of backup or preservation copies of the local government record data on paper, microfilm, electronic, or other approved media;

(2) standards and procedures for the recopying or duplication of the magnetic tape, optical disk, or similar machine-readable medium on which the local government record data are stored;

(3) standards and procedures for the physical storage and maintenance of magnetic tapes, optical disks, or similar machine-readable media;

(4) standards and procedures for providing access by members of the public to electronically stored local government record data to which they are entitled under law; and

(5) other standards and procedures that the commission considers necessary to ensure the availability, readability, or integrity of the local government record data.

Source:
Added by Acts 1989, 71st Leg., ch. 1248, Sec. 1, eff. Sept. 1, 1989.

Section 205.004. Rules to be Updated.

The director and librarian shall monitor standards and procedures relating to electronic storage developed for use by federal agencies or adopted by national organizations that develop and set

standards in the fields of records and information management in order to recommend to the commission any needed amendments to rules.

Source:
Added by Acts 1989, 71st Leg., ch. 1248, Sec. 1, eff. Sept. 1, 1989.

Section 205.005. Supreme Court Rules.

This chapter is not intended to conflict with Subchapter I, Chapter 51, Government Code, relating to the electronic filing of certain documents in district and county courts. The commission shall incorporate any rules adopted under that subchapter into its own.

Source:
Added by Acts 1989, 71st Leg., ch. 1248, Sec. 1, eff. Sept. 1, 1989.

Section 205.006. Index.

An index to local government record data stored electronically must provide the same information that may be required by state law for an index to the source document, if applicable.

Source:
Added by Acts 1989, 71st Leg., ch. 1248, Sec. 1, eff. Sept. 1, 1989.

Section 205.007. Electronic Storage Authorization Requests.

(a) Before the electronic storage of any local government record data of permanent value or, if stipulated in commission rules, any local government record data whose retention period is at least 10 years on a records retention schedule issued by the commission, an electronic storage authorization request shall be submitted to the director and librarian for approval.

(b) Electronic storage authorization requests shall be submitted by the records management officer or under the officer's direction or, if a records management officer has not yet been designated under Section 203.025, by the custodian of the local government record data to be stored electronically.

(c) If the director and librarian or the designee of the director and librarian approves the request, the local government record data may be stored electronically.

(d) If the director and librarian or the designee of the director and librarian disapproves the request, the reasons for the disapproval shall be stated in writing within a reasonable time to the records management officer or custodian. Electronic storage of the local government record data may not take place until an electronic storage authorization request receives the approval of the director and librarian or the designee of the director and librarian.

(e) The director and librarian or the designee of the director and librarian may disapprove an electronic storage authorization request only if the standards and procedures proposed for the electronic storage of the local government record data are in violation of this chapter or rules adopted under it.

(f) The director and librarian shall determine the form and manner of submission of authorization requests required by this chapter.

Source:
Added by Acts 1989, 71st Leg., ch. 1248, Sec. 1, eff. Sept. 1, 1989.

Section 205.008. Destruction of Source Documents.

(a) The source document, if any, for electronically stored local government record data covered by Section 205.007(a) may be destroyed or returned to the person who filed it for record if the electronic storage authorization request is approved.

(b) The magnetic tape, optical disk, or similar medium containing the local government record data and the hardware and software necessary to provide access to it must be retained by the local government or be available to the local government until the expiration of the retention period for all source documents, subject to the rules adopted under this chapter.

(c) The source document, if any, for electronically stored local government record data not covered by Section 205.007(a) may be destroyed before the expiration of the retention period for the source document in a records retention schedule issued by the commission if the magnetic tape, optical disk, or similar medium and hardware and software necessary to provide access to local government record data on the media are retained for the retention period in the schedule. Conversely, the magnetic tape, optical disk, or similar medium may be erased, written over, or destroyed before the expiration of the retention period for a source document for local government record data not covered by Section 205.007(a), if the source document, if any, is retained until the expiration of its retention period or, if the source document has already been destroyed, paper or microfilm copies are generated from the magnetic tape, optical disk, or similar medium before destruction or erasure and retained until the expiration of the retention period for the source document.

Source:
Added by Acts 1989, 71st Leg., ch. 1248, Sec. 1, eff. Sept. 1, 1989.

Section 205.009. Denial of Access Prohibited.

A person under contract or agreement with a local government or elected county officer to create, file, or store local government record data electronically or to provide services, equipment, or the means for the creation, filing, or storage, may not, under any circumstances, refuse to provide local

government record data to the local government in a timely manner in a format accessible and useable by the local government.

Source:
Added by Acts 1989, 71st Leg., ch. 1248, Sec. 1, eff. Sept. 1, 1989.

Texas Administrative Code, Chapter 7
Section 7.71. Definitions.

The following words and terms, when used in this chapter, shall have the following meanings, unless the context clearly indicates otherwise. Terms not defined in these sections shall have the meanings defined in the Local Government Code, Title 6, Subtitle C, Chapter 201.

AIIM—The Association for Information and Image Management.

ANSI—The American National Standards Institute.

Database—(A) collection of digitally stored data records, (B) collection of data elements within records within files that have relationships with other records within other files.

Database Management System (DBMS)—Set of programs designed to organize, store, and retrieve machine-readable information from a computer-maintained database or data bank.

Data file—Related numeric, textual, sound, or graphic information that is organized in a strictly prescribed form and format.

Electronic media—All media capable of being read by a computer including computer hard disks, magnetic tapes, optical disks, or similar machine-readable media.

Electronic record—Any information that is recorded in a form for computer processing and that satisfies the definition of local government record data in the Local Government Code, Section 205.001.

Electronic records system—Any information system that produces, manipulates, and stores local government records by using a computer.

Records custodian—The appointed or elected public officer who by the state constitution, state law, ordinance, or administrative policy is in charge of an office that creates or receives local government records.

Records management officer—Each elected county officer or the person designated by the governing body of each local government pursuant to the Local Government Code, Section 203.025.

Text documents—Narrative or tabular documents, such as letters, memorandums, and reports, in loosely prescribed form and format.

Source:
Adopted to be effective March 12, 1993, 18 TexReg 1271; amended to be effective October 2, 1995, 20 TexReg 7484.

Section 7.72. General.

(a) These sections establish the minimum requirements for the maintenance, use, retention, and storage of any electronic record of a local government whose retention period is 10 years or more on a records retention schedule adopted under Section 7.125 of this title (relating to Records Retention Schedules). These sections do not apply to electronic records with retention periods of less than 10 years, but they are subject to the applicable provisions of the Local Government Code, Chapter 205.

(b) Unless otherwise noted, these requirements apply to all electronic records storage systems, whether on microcomputers, minicomputers, or main-frame computers, regardless of storage media.

(c) An electronic storage authorization request certifying that the requirements of these sections will be followed must be submitted to and approved by the director and librarian for all existing electronic storage, and before any new electronic storage, of records subject to this section. The authorization request must be submitted in a form and manner to be determined by the director and librarian and must be signed by the records management officer.

(d) The governing body of a local government and its records management officer in cooperation with records custodians must:

(1) administer a program for the management of records created, received, maintained, used, or stored on electronic media;

(2) integrate the management of electronic records with other records and information resources management programs;

(3) incorporate electronic records management objectives, responsibilities, and authorities in pertinent directives;

(4) establish procedures for addressing records management requirements, including recordkeeping requirements and disposition;

(5) ensure that training is provided for users of electronic records systems in the operation, care, and handling of the equipment, software, and media used in the system;

(6) ensure the development and maintenance of up-to-date documentation about all electronic records systems that is adequate to specify all technical characteristics

necessary for reading or processing the records and the timely, authorized disposition of records; and

(7) specify the location and media on which electronic records are maintained to meet retention requirements and maintain inventories of electronic records systems to facilitate disposition.

(e) Any electronic recordkeeping system not meeting the provisions of these sections may be utilized for records subject to this section provided the source document, if any, or a paper copy is maintained, or the record is microfilmed in accordance with the provisions of Local Government Code, Chapter 204, and the rules adopted under it.

Source:
Adopted to be effective March 12, 1993, 18 TexReg 1271; amended to be effective October 2, 1995, 20 TexReg 7484.

Section 7.73. Creation and Use of Data Files.

(a) Disposition instructions for the data must be incorporated into electronic records systems that produce, use, and store data files.

(b) Local governments must maintain up-to-date technical documentation for each electronic records system that produces, uses, and stores data files. Minimum documentation required is:

(1) a narrative description of the system;

(2) the physical and technical characteristics of the records, including a record layout that describes each field including its name, size, starting or relative position, and a description of the form of the data (such as alphabetic, zoned decimal, packed decimal, or numeric), or a data dictionary, or the equivalent information associated with a database management system including a description of the relationship between data elements in databases; and

(3) any other technical information needed to read or process the records.

Source:
Adopted to be effective March 12, 1993, 18 TexReg 1271; amended to be effective October 2, 1995, 20 TexReg 7484.

Section 7.74. Creation and Use of Text Documents.

(a) Electronic records systems that maintain the official file copy of text documents or data used to generate the official file copy of text documents on electronic media must meet the following minimum requirements:

(1) provide a method for all authorized users of the system to retrieve desired documents, such as an indexing or text search system;

(2) provide security to ensure integrity of the documents;

(3) provide a standard interchange format when determined to be necessary by the local government to permit the exchange of documents on electronic media among the components of the local government using different software/operating systems; and

(4) provide for the disposition of the documents.

(b) A document created on an electronic records system must be identified sufficiently to enable authorized personnel to retrieve, protect, and carry out the disposition of documents in the system. Local governments must ensure that records maintained in such systems can be correlated with related records on paper, microform, or other media.

Source:
Adopted to be effective March 12, 1993, 18 TexReg 1271; amended to be effective October 2, 1995, 20 TexReg 7484.

Section 7.75. Security of Electronic Records.

(a) Local governments must implement and maintain an electronic records security program for office and storage areas that:

(1) ensures that only authorized personnel have access to electronic records;

(2) provides for backup and recovery of records to protect against information loss;

(3) ensures that personnel are trained to safeguard confidential electronic records;

(4) minimizes the risk of unauthorized alteration or erasure of electronic records; and

(5) documents that similar kinds of records generated and stored electronically are created by the same processes each time and have a standardized retrieval approach.

(b) A duplicate copy of essential records and any software or documentation required to retrieve and read the records must be maintained in a storage area located in a separate building from the building where the records that have been copied are maintained.

(c) For records stored on rewritable electronic media, the system must ensure that read/write privileges are controlled and that an audit trail of rewrites is maintained.

Source:
Adopted to be effective March 12, 1993, 18 TexReg 1271; amended to be effective October 2, 1995, 20 TexReg 7484.

Section 7.76. Maintenance of Electronic Records Storage Media.

(a) Local governments must ensure that the accuracy, completeness, and accessibility of information are not lost prior to its authorized destruction date because of changing technology or media deterioration, by converting electronic storage media and taking other action as required to provide compatibility with current hardware and software. The migration strategy for upgrading equipment as technology evolves must be documented and include:

(1) periodically recopying to the same electronic media as required, and/or transferring of data from an obsolete technology to a supportable technology; and

(2) providing backward system compatibility to the data in the old system, and/or converting data to media that the system upgrade and/or replacement can support.

(b) Paragraphs (1)-(3) of this subsection outline the maintenance of backup electronic media stored offsite.

(1) Magnetic computer tapes must be tested and verified no more than 6 months prior to using them to store electronic records. Pretesting of tapes is not required if an automated system is used that monitors read/write errors and there is a procedure in place for correcting errors.

(2) The storage areas for electronic media must be maintained within the following temperatures and relative humidities:

(A) for magnetic media—65 degrees Fahrenheit to 75 degrees Fahrenheit, and 30% to 50% relative humidity;

(B) for optical disks—14 degrees Fahrenheit to 122 degrees Fahrenheit, and 10% to 90% relative humidity.

(3) A random sample of all magnetic computer tapes must be read annually to identify any loss of data and to discover and correct the causes of data loss. At least a 10% sample or a sample size of 50 magnetic tapes, whichever is less, must be read. Tapes with unrecoverable errors must be replaced and, when possible, lost data must be restored. All other tapes which might have been affected by the same cause (i. e. poor quality tape, high usage, poor environment, improper handling) must be read and corrected.

(c) Local governments must recopy data maintained on electronic media according to the following schedule.

(1) Data maintained on magnetic tape must be recopied onto new or used tape a minimum of once every three years.

(2) An alternative option for recopying magnetic tape is for the data to be recopied onto new tape a minimum of once every ten years, provided the tape is rewound under controlled tension every three and one-half years. The requirement for rewinding does not apply to 3480-type tape cartridges.

(3) Data maintained on optical disks must be recopied a minimum of once every 10 years.

(d) Floppy disks (diskettes) or any type of flexible disk system may not be used for the exclusive storage of records subject to these sections.

(e) External labels, or an eye-readable index relating to unique identifiers, for electronic media used to process or store electronic records must include the following information:

(1) name or other identifier of the organizational unit responsible for the records;

(2) descriptive title of the contents;

(3) dates of creation and authorized disposition date;

(4) security classification;

(5) identification of the software (to include specific application if appropriate) and hardware used; and

(6) system title, including the version number of the application.

(f) Additionally, the following information must be maintained for electronic media used to store permanent electronic records:

(1) file title(s);

(2) dates of coverage;

(3) the recording density;

(4) type of internal labels;

(5) volume serial number, if applicable;

(6) the number of tracks;

(7) character code/software dependency;

(8) information about block size;

(9) sequence number, if the file is part of a multi-media set; and

(10) relative starting position of data, if applicable.

(g) The following standards must be met for electronic records stored as digital images on optical media.

(1) A non-proprietary image file header label must be used, or the system developer must provide a bridge to a non-proprietary image file header label, or the system developer must supply a detailed definition of image file header label structure.

(2) The system hardware and/or software must provide a quality assurance capability that verifies information that is written to the optical media.

(3) Periodic maintenance of optical data storage systems is required, including an annual recalibration of the optical drives.

(4) Scanner quality must be evaluated based on the standard procedures in *American National Standard for Information and Image Management—Recommended Practice for Quality Control of Image Scanners* (ANSI/AIIM MS44-1988) and *American National Standard for Information and Image Management—Recommended Practice for Monitoring Image Quality of Roll Microfilm and Microfiche Scanners* (ANSI/AIIM MS49-1993).

(5) A visual quality control evaluation must be performed for each scanned image and related index data.

(6) A scanning density with a minimum of 200 dots per inch is required for recording documents that contain no type font smaller than six point.

(7) A scanning density with a minimum of 300 dots per inch is required for engineering drawings, maps, and other documents with background detail.

(8) The selected scanning density must be validated with tests on actual documents.

(9) The use of the Consultative Committee on International Telegraphy and Telephony (CCITT) Group 3 or Group 4 compression techniques is required for document images without continuous tonal qualities. If use of a proprietary compression technique is unavoidable, the vendor must provide a gateway to either Group 3 or Group 4 compression techniques.

(10) Optical drive systems must not be operated in environments with high levels of airborne particulates.

(11) All aspects of the design and use of the imaging system must be documented, including administrative procedures for digital imaging, retrieval, and storage; technical system specifications; problems encountered; and measures taken to address them, including hardware and software modifications.

(h) Smoking, drinking, and eating must be prohibited in electronic media storage areas.

Section 7.77. Retention of Electronic Records.

(a) Local governments must establish policies and procedures to ensure that electronic records and any software, hardware, and/or documentation, including maintenance documentation, required to retrieve and read the electronic records are retained as long as the approved retention period for the electronic records.

(b) The retention procedures must include provisions for:

(1) scheduling the disposition of all electronic records, according to statutory requirements, as well as related software, documentation, and indexes; and

(2) establishing procedures for regular recopying, reformatting, and other necessary maintenance to ensure the retention and usability of electronic records until the expiration of their retention periods.

Source:
Adopted to be effective March 12, 1993, 18 TexReg 1271; amended to be effective October 2, 1995, 20 TexReg 7484.

Section 7.78. Destruction of Electronic Records.

(a) Electronic records may be destroyed only in accordance with the Local Government Code, Section 202.001.

(b) Each local government must ensure that:

(1) electronic records scheduled for destruction are disposed of in a manner that ensures protection of any confidential information; and

(2) magnetic storage media previously used for electronic records containing confidential information are not reused if the previously recorded information can be compromised by reuse in any way.

(c) The following requirements must be met for the court ordered expungement of information recorded on an optical Write-Once-Read-Many (WORM) system:

(1) Two methods are allowed for expunging information from a WORM disk:

(A) the information may be overwritten to obliterate the original image, leaving no evidence of the original information, or;

(B) all of the indices, pages, or documents on a disk, other than the expunged document(s), must be rewritten to a new disk and the old disk must be physically destroyed.

(2) In cases where a complete page or record is expunged, all reference to the page or record must be removed from the index. If the index has been copied, the index must be recopied after the reference to the page or record has been removed.

(3) Copies of the original WORM disk and copies of the information removed by expungement must be destroyed or changed to reflect the court order. All copies of the record, index, or reference to the original unrevised information on WORM disk copies or copies in any other media must be destroyed.

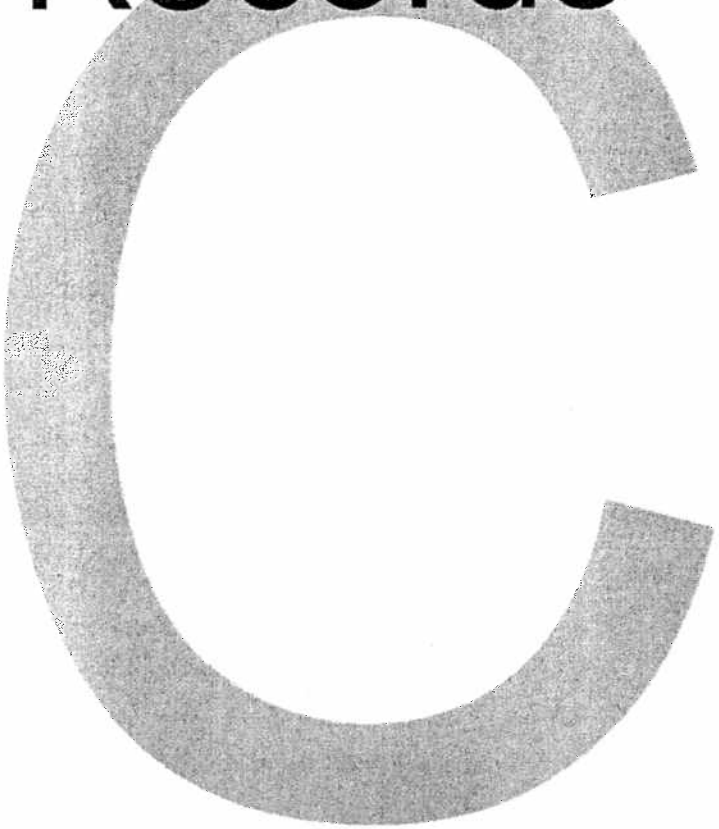
Source:
Adopted to be effective March 12, 1993, 18 TexReg 1271; amended to be effective October 2, 1995, 20 TexReg 7484.

Section 7.79. Public Access to Electronic Records.

An electronic recordkeeping system must not provide an impediment to access to public records.

Source:
Adopted to be effective March 12, 1993, 18 TexReg 1271.

Inventorying and Scheduling Records



Texas State Library and Archives Commission

LOCAL GOVERNMENT BULLETIN C

MAY 1998

Comments or complaints regarding the programs and services of the Texas State Library and Archives Commission may be addressed to:

Director and Librarian
PO Box 12927
Austin, Texas 78711-2927
512-463-5460; FAX 512-463-5436

Copies of this publication are available in alternative format on request.

Published by the Texas State Library and Archives Commission, Revised May 1998.

Inventorying and Scheduling Records

LOCAL GOVERNMENT BULLETIN C

Purpose

The purpose of this bulletin is to provide guidelines for inventorying, appraising, and scheduling records, *including:*

- Benefits of the Records Control Schedule.
- Statutory Requirements.
- Objectives of the Records Inventory.
- Basic Inventory Methods.
- Preparation for the Inventory.
- The Records Inventory Worksheet.
- Objectives of Records Appraisal and Scheduling.
- Analysis and Appraisal Process.
- Appraising Records Values.
- Appraisal Resources.
- Approval of the Records Control Schedule.

Introduction

The goal of local government recordkeeping should be to provide recorded information to those who need it, when they need it, and in the most cost-effective manner—whether those who need the information are the governing body, administrators or staff, or members of the public. This goal can only be accomplished by *records management;* that is, the application of management techniques to the creation, use, maintenance, retention, preservation, and disposal of records for the purposes of reducing costs and improving the efficiency of recordkeeping. An effective local government records management program will provide the systematic control of records throughout their life cycle—from creation, during use and maintenance, to an appropriate final disposition.

The central document in establishing and maintaining control over records by a local government is the *records control schedule.* The schedule is prepared by or under the authority of the records management officer listing the records created or received by an office or department, and specifying how long they are to be retained. To be most useful, the control schedule will also show where and in what manner records are to be maintained while they are active and while inactive, and how they are to be destroyed.

The records control schedule should be developed directly from the *records inventory,* which is the first step in developing an effective records management program. The inventory is a complete listing of the records holdings in an office or department. The inventory is done only once, then updated when there are additions or deletions in the records that are created and maintained.

All records should be inventoried, regardless of the media in which they are maintained, but the inventory is not a document-by-document or folder-by-folder listing of the records in your file cabinets or on your shelves. Rather, an inventory describes the function, content, use, and format of each records series in your office and storage areas. A *records series* is a group of identical or related documents that are normally used or filed as a unit and have the same retention period. A good place to begin understanding the records series concept is to review the local records retention schedules which have been issued by the Texas State Library and Archives Commission. For example, Local Schedule GR (Records Common to All Governments) lists records series that are found in most local governments. There are also specialized retention schedules, such as Local Schedule EL (Records of Elections and Voter Registration) and Local Schedule LC (Records of Justice and Municipal Courts). Records series will be discussed further, with specific examples, in the instructions for completing the records inventory worksheet on page 13.

During a records inventory, you may find some types of material in government offices that are not records and do not need to be inventoried. For example, blank forms, stocks of publications, and library and museum materials acquired solely for the purposes of reference or display are specifically excluded from the definition of a local government record. State law defines a *local government record* as "any document, paper, letter, book, map, photograph, sound or video recording, microfilm,

magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by a local government or any of its officers or employees pursuant to law, including an ordinance, or in the transaction of public business" (Local Government Code, Section 201.003).

After the records inventory is completed, the records must be appraised. During appraisal, the value of each record you create or receive is determined. Based on the decisions made during appraisal, a records control schedule is completed which can then be used regularly and systematically by your local government to manage its records.

Finding out what records you maintain, appraising their value, and determining how long that value lasts are the essential first steps in the development of a records control schedule and establishment of a sound records management program.

Benefits of the Records Control Schedule

A solid foundation for the local government's records management program is the foremost benefit of the records control schedule. Other immediate and potential benefits include:

- Efficiently using office space for active records.
- Moving inactive records into less expensive storage areas, if possible.
- Releasing equipment and reusable media for other productive uses.
- Maintaining records in the formats offering the optimum combination of administrative convenience and cost control.
- Providing security for records with confidential or sensitive information.
- Improving protection of vital records.
- Providing an audit trail for records disposition.
- Destroying records that no longer have value to the government.
- Retaining records of permanent value.
- Complying with legal requirements.
- Providing legal protection to the government when destroying records.

Statutory Requirements

As stated in Local Government Code, Section 203.041(a), each local government must develop a records control schedule and file the schedule with the director and librarian of the Texas State Library and Archives Commission, according to these requirements:

(a) On or before January 4, 1999, the records management officer shall prepare and file with the director and librarian:

(1) a records control schedule listing the following records and establishing a retention period for each as provided by Section 203.042:

(A) all records created or received by the local government or elective county office;

(B) any record no longer created or received by the local government or elective county office that is still in its possession and for which the retention period on a records retention schedule issued by the commission has not expired; and

(C) any record no longer created or received by the local government or elective county office that is still in its possession and for which the retention period on a records retention schedule issued by the commission has expired but which will not be destroyed as provided by Section 203.044;

(2) the records management officer, in lieu of filing a records control schedule, may file with the director and librarian a written certification of compliance that the local government or the elective county office has adopted records control schedules that comply with the minimum requirements established on records retention schedules issued by the commission.

Section 203.041 also specifies these additional provisions for preparation and filing of the records control schedule:

- At the discretion of the records management officer, the records control schedule may also list and provide retention periods for material that is not defined as a local government record and for records exempted from the destruction request requirement.
- The records control schedule must be amended by the records management officer as needed to reflect new records created or received by the government and revisions to retention periods established in records retention schedules issued by the commission. Amendments to a records control schedule are filed with the director and librarian in the same manner as the original schedule.

- The governing body shall require, in the ordinance or order establishing the records management program, the review or approval of a records control schedule or amended schedule by the officers of the local government it considers necessary. The records control schedule or amended schedule for an elective county office need only be approved by the elective official.
- Records control schedules may be filed by a local government on an office-by-office basis or on a department-by-department basis within each office.

Local Government Code, Section 204.01(a)(2) permits a local government to adopt appropriate schedules issued by the Texas State Library and Archives Commission for use in the government's records management program. While this method satisfies legal requirements concerning the retention of records, we recommend that local governments then proceed, as resources permit, to inventory their records and develop schedules for in-house use that accurately reflect the records created or received by the local government.

Objectives of the Records Inventory

The inventory is the foundation of your records management program, not just an isolated project. It will provide you with significant facts about the records you create and maintain. Implementing a records management program by using information collected through the records inventory will result in both short-term and long-term benefits that include:

- Gathering sufficient information to determine the appropriate retention of records.
- Identifying unnecessary copies of records.
- Providing security for records with confidential or sensitive information.
- Releasing equipment and reusable media for other productive uses.
- Saving space and money.

Ideally, the information gathered during the inventory will be comprehensive and will meet the needs of all aspects of your program. By defining your objectives in advance, you will know what you want to accomplish with the inventory data before you start the process.

Objectives clarify problems and specify desired results. The following should be your objectives for accomplishing the immediate tasks of inventorying records in order to develop and implement the records control schedule:

- Identify all of the local government's records by records series.
- Determine the physical location and format of all records, including the official record copy that will be maintained for the full retention period and any convenience copies that should be retained for a shorter period of time.
- Identify the inclusive dates and quantity of each records series.

Long-term objectives to support the general records management goals of the local government, such as the following, can also be achieved through an inventory:

- Describe current filing and retrieval systems.
- Categorize the types and quantities of equipment and supplies used in the maintenance of records.
- Calculate the amount of floor space dedicated to storage of active and inactive records.
- Evaluate the costs of recordkeeping in the government, including consideration of alternative methods.

Basic Inventory Methods

In addition to specifying the objectives of the inventory, you will also be selecting the inventory method which will give you the appropriate information to begin working toward your objectives. The records inventory may be conducted by means of a physical survey or by use of a questionnaire.

For the physical inventory, a direct examination of the records is conducted throughout the organization by an individual, such as the records management officer, or a group of individuals under the officer's supervision. Departmental staff may conduct the physical inventory, with the coordination and assistance of the records management officer. This approach usually includes appointing a records liaison for each department. A physical inventory can also be undertaken by hiring a consultant or temporary workers or by using volunteers who give the inventory their exclusive attention. The physical inventory is the most thorough and accurate inventory method. Training a small number of personnel, who then conduct the physical survey of the records, speeds the completion of the inventory and ensures consistency in the collected data. For some governments, however, the physical inventory method is not a feasible choice because of insufficient staff and financial resources to complete this time-consuming process.

Another approach to conducting the records inventory is to use a questionnaire and have each department complete its own inventory, with little or no direct examination of the records. This is the fastest method because the inventory form can be distributed to all departments simultaneously, completed by staff knowledgeable about the records, and returned by a specified date. It is also less time-consuming for staff because a thorough physical examination of the records is not undertaken.

However, problems may develop when the questionnaire method is used. The data collected may not be consistently accurate or complete. The wording on the questionnaire must be very specific so that the respondents know what is required of them. The questionnaire may be viewed as an added chore to an already full work schedule, and it may be hastily prepared or departmental staff may procrastinate in completing it. Because the records are not physically examined in detail, the questionnaire method rarely takes fully into account stored records, and a large volume of records may be over-

looked. In addition, inclusive dates and the volume of records series are often simply guesses by persons completing the form.

Each inventory method has its advantages and limitations, but the planning steps required are similar for all the methods. Consider the objectives you hope to accomplish before deciding which method to use.

We do recommend that, if at all possible, a physical inventory be conducted. Not only does the information gathered provide you with the data needed to create the records retention schedule, the quality of information obtained during a physical inventory provides the soundest basis for a quality records management program.

Preparation for the Inventory

In addition to choosing a method for doing the inventory, planning for the inventory should include these preparatory steps, details of which will be discussed below:

- Determining the best strategy to accomplish records management objectives.
- Obtaining top management support.
- Communicating plans to management and staff.
- Selecting personnel for the inventory process.
- Establishing work schedules and completion dates.
- Mapping file locations.

Determining the best strategy to accomplish records management objectives—Investigate what may have already been done. For example, someone else may have previously started or completed a records inventory.

Explore the resources available to help with the inventory. Think about the organizational structure of your government and how that may influence the way to accomplish the inventory tasks most easily. Ask yourself questions such as the following:

- How can the work be distributed most efficiently?
- Who knows the most about the records? Who has a particular aptitude for and enjoys working with records?
- How much time do staff have to devote to the inventory? Can extra staff be hired on a temporary basis?
- How will staff be prepared for this task? What training is needed and how will it be provided?

- What other factors should be considered when deciding the timing of the inventory? For example, it is very helpful to get an inventory and appraisal done prior to a move to new office space so that records eligible for destruction can be disposed of instead of moved.

Obtaining top management support—Management support is critical to the success of the inventory and to the entire records management program. Although state law requires that the governing body of each local government establish a records management program by ordinance or order, it is still important to obtain directives from top management to ensure that the requirements of the program are met and its purposes realized. Request a directive be sent to middle management or to the entire staff describing the objectives of the inventory and mandating the participation of everyone concerned. With this written commitment, all departments will know that the records inventory is a sanctioned project with an important purpose.

The policy filed by an elected county official in fulfilling a requirement of the Local Government Records Act establishes a records management program in the office, but in larger offices that have been divided into two or more departments headed by deputies, additional written directives from the elected official are advised to ensure that the importance of the program and its procedures are communicated to all employees.

Communicating plans to management and staff—Before beginning the inventory, just as before any major records management project, send a memo to all personnel who will be involved. Explain the project. Tell them when the inventory will begin and how it will affect work in progress. You may want to hold a meeting for interested staff as an informal orientation. If your government's records management plan provides for the appointment of records liaison officers, a meeting with these officers is a must. You will receive more support from those affected if they are included in the planning for the inventory and the records management program.

Selecting personnel for the inventory process—The records management officer should conduct or oversee the records inventory. If the government does not have specialized records management staff or records liaison officers available to assist with the inventory, other alternatives will have to be considered. In order to expedite the completion of the inventory, explore the possibility of recruiting volunteer assistance or hiring part-time or temporary staff. If the inventory takes too much time, the information collected might not be current when analyzed. Also, without visible results in a reasonable amount of time, management support for the project may be jeopardized.

A successful inventory and records management program depends on informed personnel. Devote sufficient training to cover these aspects of the inventory:

- Purpose of inventory.
- Records management concepts and terminology.

- Use of the inventory worksheet.
- Work schedule and procedures.

Establishing work schedules and completion dates—Estimating personnel and time requirements is difficult and depends more on the variety of records and their relative accessibility than on the actual volume of records. The amount of data to be collected will affect the time needed, as will the complexity of the records series involved.

Plan and carry out a quick "walk through" survey; this will give you an idea of the volume and accessibility of records. The task of estimating time will be less difficult with some perspective of the overall amount of records to be inventoried. For example, one person can inventory an average of 20 to 30 cubic feet of records per day. Experienced records personnel, however, may be able to inventory up to 150 cubic feet (approximately 20 file cabinets) daily. Factors influencing this rate are the complexity, organization, and location of the files.

Inventorying the records by department is a popular approach because it is an incremental process and can be easier to keep track of than a government-wide simultaneous effort. The "department-by-department" approach breaks the vastness of the total records holdings into logical divisions.

Draw up a work plan and timetable for the inventory project. Consult with department heads to determine the most convenient times for inventorying their records. Schedule the order in which offices and storage areas will be inventoried, which inventory worker will be responsible for each, and the approximate time needed to complete the inventory in each area. Periodically monitor the progress of the inventory to make certain inventory workers are completing the forms correctly and adhering to the timetable.

Begin your inventory among active records in office areas. The recordkeepers are more familiar with these records than those in storage and will be available to answer the questions of the inventory worker as they arise. By the time the inventory workers move to the storage area, they will be acquainted with the substance of most of the records created or received in the office.

Mapping file locations—While beginning the inventory with the files actively used in the office is recommended, it is also crucial to ensure a complete survey of all active and inactive records. For example, records may have been placed in storage so long ago that no current staff member is aware of their existence. One of the goals of records management is ridding valuable office and storage space of obsolete and valueless records. It is important, in advance of the inventory, to know where *all the records* of each office are housed.

We recommend you prepare a floor plan showing the location and types of records in all offices and storage locations. Be certain to include all records, in all formats.

PURCHASING DEPARTMENT
County Of Hidalgo

January 27, 2009

CTC Distributing, Ltd.
Bruce Goldman, Owner
615 Blaze Blvd.
Edinburg, Texas 78539

Re: C-08-045-02-26 OFF PREMISES RECORDS STORAGE-PICKUP-RETRIVAL AND DELIVERY SERVICES

Dear Mr. Goldman:

Commissioners' Court will take applicable action (Tuesday, February 10, 2009) in connection with the Hidalgo County's option to extend/renew for an additional one (1) year period as provided in the current lease agreement (under the same rates, terms and conditions). Effective date of renew/extension is of February 27, 2009. Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Friday, January 30, 2009, 5:00 p.m., via facsimile to (956) 956-318-2629.

By: _____ Date: 2/4/2009

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 292-7000 ext. 4868. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Rocio Villarreal
Hidalgo County Contracts Manager

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-08-045-02-26

THIS CONTRACT is made and entered into this **26th** day of **February**, 2008 by and between the COUNTY OF HIDALGO, TEXAS ("County"), and **CTC Distributing, Ltd.** a Texas Limited Company.("Company").

WHEREAS, Company responded to advertised notices for bids for **"Off-Premises Storage, Records Management, Pick Up & Delivery Services"** for Hidalgo County (DEPARTMENT NAME);

WHEREAS, Company submitted a bid to provide services in accordance with the specifications, a copy of such specifications and bid being attached hereto as Exhibit "A" (the "Specifications") and Exhibit "B" ("Bid Response"), and incorporated herein for all purposes; and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the services described in the Specifications through Company's, the Commissioners Court of County awarded the bid to Company.

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

1. County and Company hereby agree that this Contract is entered into in order to provide the services described in the Specifications for Hidalgo County (the "Department"). This Contract does not extend to any third parties any duties or benefits

conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, the following services as described in the Specifications on an as needed basis for Department or its designated agent:

a. Storage of all new/additional records in new proper storage boxes;
b. Pick up of files and/or boxes from County for storage on a daily basis at least twice a day (morning by10:00 a.m. and afternoon by 3:00 p.m.) and on an emergency basis as described in the Specifications.
c. Delivery of files and/or boxes requested by Department;
d. Permanent destruction of files no longer required to be stored;
e. Provision of replacement boxes at no charge to County;
f. Storage of files/boxes kept on behalf of Department in a centralized location in close proximity to each other (i.e. one location);
g. Bar-coding of all boxes sent to storage or retrieved from storage before delivery to County Department or before being refilled (bar-coding requirements are more specifically defined in Exhibit A).

The services described in items 2 (a-g) shall be referred to as the "Services". Company agrees that in performing the Services it will use proper professional standards, comply with any and all appropriate laws and regulations and shall devote such time as is necessary to safely and efficiently provide the Services.

3. **Definitions**: For purposes of this Contract, the following terms shall mean:

a. "**Request**" for a file or box shall consist of the Department providing a written form (see Exhibit G) to Company for the exact file/box sought for Retrieval and Delivery.

b. "**Retrieval**" shall mean the actual transport of a file from storage which is then prepared for delivery to the Department. Any instance in which a file is requested more than once because the Company failed to deliver or locate such file after the initial request, shall not be considered or counted as a separate retrieval regardless of the reason such delivery was not made.

c. "**Delivery**" is defined as the actual carrying and turning over to the intended recipient of a file or box requested from storage.

d. "**Pick Up**" shall mean the actual physical carrying and transporting of a file or box from the Department by the Company with the intent of filing and storing such file or box at the Company's facility.

e. "**Destruction of Files**" is defined to mean when a file meets the requirements to be removed from storage in accordance with State law, the Company shall notify the Department in writing of the file's status. After receiving permission from the Department, the bidder shall be responsible for destroying the file in accordance with state guidelines. Such Destruction of Files shall transpire following a process by which Company formulates a retention schedule as required by State law and destroys the file following the foregoing process.

4. **Term**. This Contract shall be for a period beginning March 3, 2008 and ending on March 3, 2009 and may be extended at the sole discretion of County for an additional ninety (90) days (the "Grace Period") for unforeseen delays in the award of a new bid or the County's inability to obtain all records from the storage site.

5. **Renewal**. County may renew this Contract for two (2) additional one (1) year periods. Except as otherwise provided herein all terms and conditions will remain unchanged and in full force and effect. The option to renew, if exercised, shall be executed in the form of a change order to be issued no sooner than ninety (90) days prior to expiration of the contract and no later than thirty (30) days of the final day of the contract period.

6. **Hours of Service**. Hours for Services shall be normal business hours, 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding holidays. However, Services must be available at a moment's notice 24 hours a day, upon written notification by the Department of an emergency situation (see Exhibit A .

7. **Payment**. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" (see Bid

AI-25104 **13.R.**

Request Authorization for Removal of Fixed Asset From Inventory
CC CONSENT

Date:	02/08/2011
Submitted By:	Omar Salinas, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Hon. Luis Garza, Justice of the Peace, Precinct 3, Place 1 is requesting authorization to remove the following Hidalgo County Fixed Asset from the current inventory list:

	Asset #	Description	Serial No.
1.	36475	DTK PC MODEL FEAT-03	FCC F825K4FEAT03

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

Item has been totally depreciated.
NO BUDGETARY/FISCAL IMPACT

Attachments

Link: BACKUP

Link: backup

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/03/2011 12:55 PM	APRV
2	Budget & Management	Erika Zamora	02/03/2011 02:23 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	02/03/2011 04:00 PM	APRV
4	Auditor's Office		02/04/2011 04:45 PM	NEW

Form Started By: Omar Salinas — Started On: 02/01/2011 09:20 AM

Final Approval Date: 02/04/2011

AFFIDAVIT

State Of Texas |
|
County of Hidalgo |

Before me, the undersigned authority, a Notary Public and in for the State of Texas, on the same date personally appeared **Judge Luis Garza**, who after being duly sworn, deposes and says:

My name is **Judge Luis Garza** and I am the **Justice of the Peace** at the Hidalgo County **PCT 3 PL 1**.

I am requesting that the Hidalgo County Commissioner's Court and/or the Hidalgo County Purchasing Department remove the items listed on Exhibit A, attached hereto, as inventory in this Department's possession. After exhausting all efforts to locate this item by my staff and the Purchasing Department, it has been determined that the item is no longer physically present in this Department or part of our inventory.

This item has been searched for by the Fixed Assets Division staff of the Purchasing Department and this department. Together, we have reviewed our current inventory.

The above is true and correct to the best of my knowledge.

Elected Official

State of Texas |
|
County Of Hidalgo |

Sworn to and subscribed before me, a Notary Public, in and for the State of Texas on this the 26 day of January, 2011.

ROBERT RODRIGUE III
Notary Public, State of Texas
My Commission Expires
August 30, 2014

NOTARY PUBLIC, State of Texas

Hidalgo County
Justice of the Peace Precinct 3 Place 1
The Honorable Judge Luis Garza

EXHIBIT "A"

QTY.	ASSET TAG	DESCRIPTION	SERIAL NO.	ACQ. DATE
1	36475	DTK PC MODEL FEAT-03	FCC F825K4FEAT03	12/22/2000

HIDALGO COUNTY, TEXAS
PURCHASING DEPARTMENT-FIXED ASSET DIVISION
DEPRECIATION FORM.

Prepared by: Omar Salinas
Requested by: Martha L. Salazar, CPPB
Date: 2/3/2011

Asset #	Description	Hist Cost	Acq Date	Current Date	Life Expectancy	Residual Value 10%	Depreciable Value	Yearly Depr	Current Depreciation
36475	DTK Computer	$ 2,000.00	12/22/2000	2/2/2011	6 Yrs	$ 200.00	$ 1,800.00	$ 300.00	$ 1,800.00

Note: This computer has close to twice as much outlived its useful life, and is fully depreciated, beyond the residual value.
Current value = $0.00

AI-25114 **13.S.**

Requesting Approval & Authorization to advertise "Hot Mix Cold Laid Road Material

CC CONSENT

Date:	02/08/2011
Submitted By:	Sandy Suarez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft requirement agreement etc.) as attached hereto for: Hidalgo County (All Funding Sources)-Hot Mix Cold Laid Road Material"RFB No.: 2011-005-03-02-SGS.

BACKGROUND

1. Current contract expires on April 04, 2011.
2. New contract will commence on April 05, 2011.
3. Proposed schedule of events:
   1st Advertisement: February 12, 2011
   2nd Advertisement: February 19, 2011
   Bid Opening date: March 02, 2011

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-121-005-0-673

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

BUDGETARY IMPACT:

Pct 1- $194,223.98 available funds as of 02/03/2011. Purchases are on an as needed basis.

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-122-006-0-673

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

BUDGETARY IMPACT:

Pct 2- $30,000.00 available funds as of 02/03/2011. Purchases are on an as needed basis.

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-123-005-0-673

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

BUDGETARY IMPACT:

Pct 3- $53,445.84 available funds as of 02/03/2011. Purchases are on an as needed basis.

FISCAL YEAR: 2011 ACCT. #: 1-1200-431-00-124-007-0-673

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

BUDGETARY IMPACT:

Pct 4- $134,000.00 available funds as of 02/03/2011. Purchases are on an as needed basis.

Attachments

Link: approvals, specs & draft

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/03/2011 09:27 AM	APRV
2	Budget & Management	Erika Zamora	02/03/2011 10:54 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	02/03/2011 04:10 PM	APRV
4	Auditor's Office		02/04/2011 04:45 PM	NEW

Form Started By: Sandy Suarez Started On: 02/01/2011 01:13 PM

Final Approval Date: 02/04/2011

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Hon. Joel Quintanilla, Commissioner
Hidalgo County Precinct No. 1
ATTN: Mr. Martha Mena, Executive Assistant

Hon. Hector Palacios, Commissioner
Hidalgo County Precinct No. 2
Mr. Ricardo Cuellar, Field Operations Foreman

TO: Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct No. 3
ATTN: Mr. Saul Ramirez, Field Operations Foreman

Hon. Oscar Garza, Jr., Commissioner
Hidalgo County Precinct No. 4
Mr. Juan Carranza, Chief Administrator

FROM: Sandy Suarez, Buyer II
Hidalgo County Purchasing Department

DATE: November 16, 2010

RE: Approval of Specifications For: Hidalgo County (All Funding Sources)-HOT-MIX COLD LAID ROAD MATERIAL" RFB NO.: 2011-005

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 me at (956) 318-2626 ext# 4860.

APPROVE ☑	**DISAPPROVE** ☐
APPROVE WITH MODIFICATIONS	

Funds Availability: ✓ **YES** / _____ **NO**/_____

Other (Specify) _____

Budget Account No.: 1200-431-00-121-005-0-673

Joel Quintanilla Pct. #1 11/17

SIGNATURE **PRINTED NAME** **DEPARTMENT** **DATE**

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO: (956) 292-7612 or e-mail: sandy.suarez@co.hidalgo.tx.us by no later than Tuesday, November 30, 2010@ 3:00 P.M.

Enclosures

PURCHASING DEPARTMENT
County Of Hidalgo

RECEIVED
NOV 23 2010
BY 8:17 am

MEMORANDUM

TO: Hon. Joel Quintanilla, Commissioner
Hidalgo County Precinct No. 1
ATTN: Mr. Martha Mena, Executive Assistant

Hon. Hector Palacios, Commissioner
Hidalgo County Precinct No. 2
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Hon. Oscar Garza, Jr., Commissioner
Hidalgo County Precinct No. 4
Mr. Juan Carranza, Chief Administrator

FROM: Sandy Suarez, Buyer II
Hidalgo County Purchasing Department

DATE: November 16, 2010

RE: Approval of Specifications For: Hidalgo County (All Funding Sources)-HOT-MIX COLD LAID ROAD MATERIAL"
RFB NO.: 2011-005

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If you have any questions, please call me at (956) 318-2626 ext# 4860.

APPROVE X	DISAPPROVE ☐
APPROVE WITH MODIFICATIONS ☐	

Funds Availability: X **YES** / _____ **NO**/_____

Other (Specify) _____

Budget Account No.: 8-1200-431-00-122-006-0-673 (Pending on Projects)

Ricardo Cuellar | Ricardo Cuellar | R.E.B | 11/22/10

SIGNATURE | **PRINTED NAME** | **DEPARTMENT** | **DATE**

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO: (956) 292-7612 or e-mail: sandy.suarez@co.hidalgo.tx.us by no later than Tuesday, November 30, 2010@ 3:00 P.M.

Enclosures

2

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Hon. Joel Quintanilla, Commissioner
Hidalgo County Precinct No. 1
ATTN: Mr. Martha Mena, Executive Assistant

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Hidalgo County Precinct No. 2
Mr. Ricardo Cuellar, Field Operations Foreman

TO: Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct No. 3
ATTN: Mr. Saul Ramirez, Field Operations Foreman

Hon. Oscar Garza, Jr., Commissioner
Hidalgo County Precinct No. 4
Mr. Juan Carranza, Chief Administrator

FROM: Sandy Suarez, Buyer II
Hidalgo County Purchasing Department

DATE: November 16, 2010

RE: Approval of Specifications For: Hidalgo County (All Funding Sources)-HOT-MIX COLD LAID ROAD MATERIAL"
RFB NO.: 2011-005

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If you have any questions, please call me at (956) 318-2626 ext# 4860.

APPROVE ☐	DISAPPROVE ☐
APPROVE WITH MODIFICATIONS	

Funds Availability: ✓ **YES** / _____ **NO**/_____

Other (Specify) _____

Budget Account No.: 4-1200-451-60-183-005-0-673

SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	Joe M. Flores	Precinct #3	11/16/10

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO: (956) 292-7612 or e-mail: sandy.suarez@co.hidalgo.tx.us by no later than Tuesday, November 30, 2010@ 3:00 P.M.

Enclosures

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Hon. Joel Quintanilla, Commissioner
Hidalgo County Precinct No. 1
ATTN: Mr. Martha Mena, Executive Assistant

Hon. Hector Palacios, Commissioner
Hidalgo County Precinct No. 2
Mr. Ricardo Cuellar, Field Operations Foreman

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Hidalgo County Precinct No. 3
ATTN: Mr. Saul Ramirez, Field Operations Foreman

Hon. Oscar Garza, Jr., Commissioner
Hidalgo County Precinct No. 4
Mr. Juan Carranza, Chief Administrator

FROM: Sandy Suarez, Buyer II
Hidalgo County Purchasing Department

DATE: November 16, 2010

RE: Approval of Specifications For: Hidalgo County (All Funding Sources)-HOT-MIX COLD LAID ROAD MATERIAL"
RFB NO.: 2011-005

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.

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If you have any questions, please call me at (956) 318-2626 ext# 4860.

APPROVE ☑	**DISAPPROVE** ☐
APPROVE WITH MODIFICATIONS ☐	

Funds Availability: ✓ **YES** / _____ **NO**/_____

Other (Specify) _____

Budget Account No.: 0-1204-431-00-124-007-0-673

Juan M. Carranza Juan M. Carranza Pct #4 11-17-10
SIGNATURE **PRINTED NAME** **DEPARTMENT** **DATE**

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO: (956) 292-7612 or e-mail: sandy.suarez@co.hidalgo.tx.us by no later than Tuesday, November 30, 2010@ 3:00 P.M.

Enclosures

LEGAL NOTICE

Request for Bids

Hidalgo County

(All Funding Sources, Programs and Entities)

"HOT MIX COLD LAID ROAD MATERIAL"

RFB NO.:2011-005-03-02-SGS

Bid No: 2011-005-03-02	Buyer: Sandy Suarez	Tel. No: (956) 318-2626 x 4860

REQUEST FOR BIDS

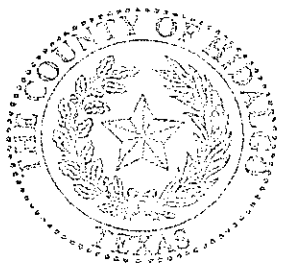
HIDALGO COUNTY
(All Funding Sources, Programs and Entities)

"HOT MIX- COLD LAID ROAD MATERIAL"

BID OPENING DATE:
March 02, 2011

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 (ALL FUNDING SOURCES)-HOT MIX - COLD LAID ROAD MATERIAL"** 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-2011-005-03-02-SGS-HIDALGO COUNTY(ALL FUNDING SOURCES) – HOT MIX- COLD LAID ROAD MATERIAL"** 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, MARCH 02, 2011.**

   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.: 2011-005-03-02-SGS- HIDALGO COUNTY (ALL FUNDING SOURCES) – HOT MIX- COLD LAID ROAD MATERIAL"
   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 and 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 of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

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

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

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"HIDALGO COUNTY (ALL FUNDING SOURCES) – HOT MIX-COLD LAID ROAD MATERIAL"** 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 № 1 Attn. Martha Mena 1902 Joe Stephens Weslaco, Texas 78596	Hidalgo County Precinct № 2 Attn. Yoli Cisneros 301 E State Pharr, Texas 78577
Hidalgo County Precinct № 3 Attn. Norma Ceballos 724 N. Breyfogle Mission, Texas 78574	Hidalgo County Precinct № 4 Attn. Gloria Beltran 1102 N. Doolittle Rd. Edinburg, Texas 78539

17. Schedule of Events:

Bid Opening, 9:30 AM	**March 02, 2011**
Award of Contract	_____, 2011
Commence Work or Deliver Products	_____, 2011

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 (ALL FUNDING SOURCES)
"HOT MIX- COLD LAID ROAD MATERIAL"
BID NO.: 2011-005-03-02-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"

SPECIFICATIONS/REQUIRMENTS

HIDALGO COUNTY

(All Funding Sources, Programs and Entities)

REQUEST FOR BIDS

"HOT MIX COLD LAID ROAD MATERIAL

RFB: 2011-005-03-02-SGS

EXHIBIT "A"
HIDALGO COUNTY
(All Funding Sources, Programs and Entities)
"HOT MIX-COLD LAID ROAD MATERIAL"
BID NO.: 2011-005-03-02-SGS

Hidalgo County is requesting sealed bids for the purchase of "Hot Mix-Cold Laid Road Material" on as "**As Need Basis**" in accordance with the specifications and/or requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation.

SPECIFICATIONS AND/OR REQUIREMENTS:

It is intended that the amount of "Hot Mix-Cold Laid Road Material" will be purchased only on an **"As Needed Basis"**. It is agreed and understood that Hidalgo County will purchase no more material than is needed.

1. There is no guarantee on annual volume.

2. Bid price shall be per ton.

TERMS AND CONDITIONS:

1. The contract term will be for a period of one (1) year with County's option to extend the contract for an additional one (1) year under the same terms, conditions and costs remaining unchanged.

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 next contract.

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

4. Hidalgo County reserves the right to award the bid to one or multiple bidders; whichever is in the best interest of the County.

5. Award of contract will be contingent on availability of Hidalgo County funds.

6. **Method of Award**: Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County. Location is an important factor in evaluation of bids, due to transportation cost which must be taken into consideration if material is picked up at plant site or transported to County Precincts.

DRAFT

7. Any contract awarded to a successful bidder will be in effect until:
   (a) The contract expires,
   (b) Delivery and acceptance of products and/or performance of service ordered,
   (c) Terminated by County with thirty (30) days written notice prior to cancellation.

8. After bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with contractual agreement, Hidalgo County reserves the right to seek services from the next low bidder(s). In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).

9. It is understood and agreed that in case Hidalgo County should need "Hot Mix-Cold Laid Road Material" and it is not available within the time frame needed from the successful vendor during the term of this contract, Hidalgo County reserves the right to purchase these items from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

10. When requested, samples shall be furnished free of expense to Hidalgo County.

11. Testing may be performed at Hidalgo County's request anytime during the length of the contract through an independent testing laboratory.

12. In the event the material furnished does not meet all County's requirement (regardless of weather, test's acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for unused portion of material found to be unsatisfactory.

13. Continuing non-performance of the bidder in terms of specifications shall be basis for the termination of the contract by the County. The County shall not pay for work, equipment or supplies which are unsatisfactory. Vendor will be given a reasonable opportunity before termination to correct the deficiencies.

14. Hidalgo County reserves the right to seek purchases for "Hot Mix-Cold Laid Road Material" from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest of the County to do so.

15. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

16. Insurance requirements for this project to be maintained throughout the contract term (Refer to limits on the Exhibit "C" for limits); insurance certificate must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder.

17. The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary

licenses and permits to perform the services and that subcontractor has obtained the required insurance.

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1. **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

    - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
    - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
    - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
    - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
    - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2. **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3. **Time frame for Adjusted Price Increases**: Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for

such reduction, elimination or extension of the price adjustment.

4. **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5. **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Further information required for this project can be addressed to, Hidalgo County Purchasing Department at (956) 318-2626. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Business Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, February 23, 2011, 5:00 P.M. Responses will be sent to all applicants via facsimile by no later than, 5:00 P.M., Friday, February 25, 2011.

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DRAFT SERVICE CONTRACT

HIDALGO COUNTY

(All Funding Sources, Programs and Entities)

REQUEST FOR BIDS

"HOT MIX COLD LAID ROAD MATERIAL"

RFB: 2011-005-03-02-SGS

REQUIREMENTS AGREEMENT
C-11-005-00-00

THIS AGREEMENT (the "Agreement") is entered into as of the **(DATE)** by and between **(VENDOR'S NAME),** a Corporation ("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of **"Hot Mix-Cold Laid Road Material,"** as further described in Exhibit "A" (the "Products"). Request for Bid (RFB) Procurement Packet, which are attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one year; and

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

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

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

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Hot Mix-Cold Laid Road Material,"** in the areas of Hidalgo County projects for a period of one (1) year commencing April 5, 2011 and ending April 4, 2012 and may be extended with the County's sole discretion for an additional one (1) year period, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. 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 next contract term.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required.

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

4. County may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in

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such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

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

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

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

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

If to Buyer: Hidalgo County
Attn: County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

If to Seller: VENDOR'S NAME
ADDRESS
CITY, STATE, ZIP CODE

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

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

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

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

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

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

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

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

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

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

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

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other

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advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

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

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

APPROVED BY COMMISSIONERS COURT ON:_____.

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

By_____

HIDALGO COUNTY

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COMPANY:

By:_____
Printed Name:_____
Title:_____

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EXHIBIT "A"

REQUEST FOR BID (RFB) PROCUREMENT PACKET

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EXHIBIT "B"

BID PAGE

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EXHIBIT "C"

CERTIFICATE OF INSURANCE

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AI-25097 **13.T.**

Renewal Agreement

CC CONSENT

Date:	02/08/2011
Submitted By:	Matilde Faz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

1. Cooperative Agreements:
Approval to utilize the following cooperative purchasing vendors (as listed in detailed revised Exhibit(s) attached) for purchases on an "AS NEEDED BASIS" through our membership/participation with Texas Procurement and Support Services (TPASS), (DIR) Department of Information Resources, (TCPN) The Cooperative Purchasing Network, (HGAC), US Communities, (GSA) General Service Administration, (TASB-Buy Board) Texas Association of School Board, (TIPS) The Interlocal Purchasing System, (HCDE) Harris County Department of Education/Choice Facility Partners awarded pricing including, but not limited to, Precincts, Department, Programs, Agencies, etc. with term of authority to purchase from contract detailed herein commencing upon approval and expiring December 31, 2011.;

2. Planning Department:
Requesting authority/approval to enter into a 12-month software maintenance renewal agreement with Productive Online Corporation dba Productive Corporation in the amount of $199.00/year through the following requisition #187994, effective 1/1/2011-12/31/2011 (1-1100-419-10-210-001-0-336);

3. District Attorney's Office:
Requesting authority/approval to enter into a 12-month software maintenance license support/remote support subscriber renewal agreement with Stonefield Software USA, Inc. through the following requisition #189017 for the total amount of $459.00/year, effective March 1, 2011 - February 29, 2012 (1-1223-412-00-080-007-0-336);

4. Human Resources Department:
Requesting approval to execute required Professional Services Agreement & authority to enter into a 12-month technical support renewal agreement with IDOCKET.COM LLC through the following requisition #188209 in the amount of $300.00/month, effective: 1/01/11-12/31/11 (1-1100-415-50-190-001-0-336/1-1100-415-50-190-002-0-336);

5. Sheriff's Office-Adult Detention Center/Jail:
Requesting approval to execute required Single Patient Agreement with the DSI Renal, Inc. d/b/a NRI Weslaco "provider" for the amount of $325.00 per hemodialysis treatment, inclusive of all dialysis related medications for inmate #A332-11.;

6. Health & Human Services Department:
a. Requesting approval to execute required Service Agreement & authority to enter into a 36-month service agreement with Maverick Shredding through the following requisition #189392 in the amount of $40.00/each for the 96 gallon service, 18.00/each for the office console and 3.50/each for the purge box (banker) effective, upon approval (1-1100-441-00-340-001-0-350);

b. Requesting approval to execute required Inspection Program Agreement & authority to enter into a 36-month service agreement with Superior Alarms through the following requisition #189388 in the amount of $275.00/annually, effective, upon approval (1-1100-441-00-340-003-0-413);

c. Requesting approval to execute required official notice of alarm monitoring disconnection document with Superior Alarms no requisition/purchase order required for the following physical address 1903 Fir, Pharr, TX, effective, upon approval;

d. Requesting approval & authority to enter into a 3 years fire alarm monitoring services and execute required commercial alarm monitoring agreement through our membership/participation with the Texas Association of School Boards Cooperative "Buyboard" awarded vendor Superior Alarms contract #325-09 for the Health & Human Services Department following clinic through requisition #189512. effective upon approval

Location	Conditions Monitored	Annual Fee	Account Number
211 N. Schuerback Rd./211 S. Breyfogle Rd., Mission, TX	Fire	$240.00	1-1100-441-00-340-003-413

7. Information Technologies, Inc. (I.T.) Department:
Requesting approval to execute required Standard Support Agreement & authority to enter into a 12-month for Primary Fax Server-Right Fax & Advanced Replacement-RightFax Fax Server software maintenance renewal agreement with MTM Technologies in the total amount of $6,996.75/year through the following requisition #189337, effective 2/24/2011-2/23/2012 (1-1100-415-00-200-002-0-336):

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-419-10-210-001-0-336
FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
$199.00 available funds in req#187994 as of 02/04/2011.

FISCAL YEAR: 2011 ACCT. #: 1-1223-412-00-080-007-0-336
FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
$459.00 available funds in req#189017 as of 02/04/2011.

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-50-190-00X-0-336
FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
1-1100-415-50-190-002-0-336- $1,800.00 available funds in req#188209 as of 02/04/2011.
1-1100-415-50-190-001-0-336- $1,800.00 available funds in req#188209 as of 02/04/2011.

FISCAL YEAR: 2011 ACCT. #: 1-1100-441-00-340-001-0-350
FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
$2,383.00 available funds in req#189392 as of 02/04/2011.

FISCAL YEAR: 2011 ACCT. #: 1-1100-441-00-340-003-0-413
FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
$275.00 available funds in req#189388 as of 02/04/2011

FISCAL YEAR: 2011 ACCT. #: 1-1100-441-00-340-003-0-413
FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
$240.00 available funds in req#189512 as of 02/04/2011.

FISCAL YEAR: 2011 ACCT. #: 1-1100-415-00-200-002-0-336
FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
$6,996.75 available funds in req#189337 as of 02/04/2011.

FISCAL YEAR: 2011 ACCT. #: 1-1100-423-21-280-002-0-331
FUNDS AVAILABLE Y/N?: yes MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
$191,127.72 available funds as of 02/04/2011.

Attachments

Link: Updated Exhibit A
Link: TASB Vendor
Link: DIR Vendors
Link: Productive Planning Dept.
Link: Stonefield DA's Office
Link: IDOCKET HR Dept.

Link: Maverick Health Dept.

Link: Superior Alarms Health Inspection

Link: Superior Alarms Health Disconnection

Link: Superior Alarms Health Monitoring

Link: MTM IT Dept.

Link: DSI RENAL

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/03/2011 03:50 PM	APRV
2	Budget & Management	Erika Zamora	02/03/2011 04:31 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	02/04/2011 03:46 PM	APRV
4	Auditor's Office		02/04/2011 04:45 PM	NEW

Form Started By: Matilde Faz Started On: 01/31/2011 11:26 AM

Final Approval Date: 02/04/2011

Hidalgo County Commissioners Court has granted approval to utilize the listed awarded cooperative vendors thru December 31, 2011 however the contract terms for each vendor are listed to the last column. Prior to utilizing approved vendors make sure contracts are effective. Thank you!

Purchasing Department
"EXHIBIT A"

TASB Buy Board;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	Austin Ribbon & Computer	Copiers & Supplies	299-08	9/1/2008 - 8/31/2011
	American Tire Distributor Formerly known as Gray's Wholesale Tire	Tires, Tubes & Automotive Parts, Supplies & Equipment	307-08	12/01/2008 - 11/30/2011
	Amerx Office Solutions	Copiers & Supplies	299-08	9/1/2008 - 8/31/2011
	Audio Visual Aids	Audio Visual Equipment & Supplies	313-09	5/01/2009 - 4/30/2012
	BSN Sports	Athletic & PE Supplies & Heavy Duty Exercise Equipment	336-10	04/01/2010 - 03/31/2013
11/9/2010	Barcelona Sporting Goods	Athletic, PE, Gym & Exercise Equipment and Supplies	336-10	4/1/2010 - 3/31/2013
10/12/2010	Border States Electric	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	6/1/2010 – 5/31/2013
	Burton Auto Supply	Tires, Tubes & Auto Products	307-08	12/01/2008 - 11/30/2011
	CC Distributors, Inc.	Custodial Supplies & Equipment	291-08	6/1/2008 - 5/31/2011
	Camcor, Inc.	Audio Visual Equipment & Supplies	313-09	5/01/2009 - 4/30/2012
	Carrier Corporation	HVAC Equipment & Supplies & Insulation Trades Services & Labor for Electrical, Plumbing & HVAC	305-08 296-08	10/1/2008 - 9/30/2011 6/1/2008 - 5/31/2011
1/18/2011	Cartridge World	Office Paper Products	293-08	5/1/2008-4/30/11
	Chemsearch, A Div Of NCH	Water Treatment Chemicals & Equipment	288-08	4/1/2008 - 3/31/2011
12/13/2010	Chemsearch, A Div Of NCH	Custodial Supplies & Equipment	291-08	6/1/2008 - 5/31/2011
12/13/2010	Chemsearch, A Div Of NCH	Motor Fuels, Lubricants & Oils	314-09	6/1/2009 – 5/31/2012
	Commercial Security Integration	Radio Communication Products	285-08	4/1/2008 - 3/31/2011
	Diaz Floors & Interiors	Indoor & Outdoor Flooring Products & Sports Surfaces	310-08	3/01/2009 - 2/28/2012
9/07/2010	Facilities Solutions Group	Energy Saving Lighting Products	290-08	4/1/2008-3/31/2011
2/8/2011	***Flaghouse, Inc.***	**Athletic, PE, Gym & Exercise Equipment and Supplies**	**336-10**	**4/1/2010-3/31/2013**
	Fleet Safety Equipment, Inc.	Public Safety & Fire House Supplies & Equipment	284-08	4/1/2008 - 3/31/2011
	GT Distributors	Public Safety & Fire House Supplies & Equipment	284-08	4/1/2008 - 3/31/2011
12/13/2010	Galls Inc.	Uniforms-Band, Dance, Performance, Work/Uniform & Floor Mat Rental	340-10	6/1/2010-5/31/2013
	Gaylord Bros. Inc.	Instructional Supplies & Equipment	328-09	11/01/2009 - 10/31/2012
12/07/2010	Glidden Professional Paint (formerly ICI Paints)	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	6/1/2010 – 5/31/2013
	Godwin Pumps Of America, Inc.	Water & Waste Water Pumps & Motor	344-10	07/01/2010 - 06/30/2013

	Graybar	Technology Equipment, Software & Supplies	285-08	4/1/2008 - 3/31/2011
	Gulf Coast Paper	Custodial Supplies & Equipment	291-08	6/1/2008 to 5/31/2011
	Health Edco Inc.	Instructional Supplies & Equipment	328-09	11/01/2009 - 10/31/2012
	Henry Schein, Inc.	First Aid Supplies & Equipment	294-08	6/1/2008 - 5/31/2011
	Ikon Office Solutions	Copiers & Supplies	299-08	9/1/2008 - 8/31/2011
	Industrial Communications	Radio Communication Products	285-08	4/1/2008 - 3/31/2011
	Insco Distributing	HVAC Equipment & Supplies & Insulation of HVAC Equipment	305-08	10/1/2008 - 9/30/2011
	J & B Industries, Inc.	Motor Fuels, Lubricants & Oil	314-09	5/01/2009 - 4/30/2012
	Jean's Restaurant Supply	Food Services Equipment & Services	274-07	10/1/2007 - 10/31/2010
	John Deere Landscapes	Grounds Maintenance Equip. & Irrigation Products & Installation	292-08	6/1/2008 - 5/31/2011
	Johnson Supply	HVAC Equipment & Supplies & Insulation of HVAC Equipment	305-08	10/1/2008 - 9/30/2011
	Johnstone Supply-Houston	HVAC Equipment & Supplies & Insulation of HVAC Equipment	305-08	10/1/2008 - 9/30/2011
	Mansion Grove House, LLC	Athletic, PE & Gym Supplies & Eq. & Exercise	336-10	4/1/2010-3/31/2013
	Miller Uniforms & Emblems Inc.	Public Safety & Fire House Supplies & Equipment	284-08	4/1/2008 - 3/31/2011
	Moore Medical LLC	First Aid Supplies & Equipment	294-08	6/1/2008 - 5/31/2011
9/14/2010	Moridge Manufacturing, Inc.d/b/a Grasshopper	Grounds Maintenance Equipment/Irrigation Products & Installation	292-08	6/1/2008-5/31/2011
	Myer's Tire Supply	Tires, Tubes & Auto Parts, Supplies & Equipment	307-08	12/01/2008 - 11/30/2011
	O'Reilly Auto Parts	Tires, Tubes & Auto Products	307-08	12/01/2008 - 11/30/2011
11/2/2010	Park Place Recreation Design, Inc.	Parks, Recreation & Field Lighting Products & Installation	346-10	10/1/2010 - 9/30/2013
	Pasco Brokerage, Inc.	Food Services & Equipment & Services	274-07	10/1/2007 - 10/31/2010
1/25/2011	Pitney Bowes	Office Supplies & Equipment	328-09	11/1/2009-10/31/2012
11/2/2010	Ricoh Americas (IKON-Ricoh Bus. Sol.) (Copiers)	Copiers & Supplies	299-08	9/1/2008 - 8/31/2011
12/21/2010	S & S Worldwide	Instructional Supplies & Equipment	328-09	11/1/2009-10/31/2012
	SGS Industrial DBA Sea Garden	Public Safety & Fire House Supplies & Equipment	284-08 339-10	4/1/2008-3/31/2011 6/01/2010-5/31/2013
	Safeguard Universal	Awards, Trophies & Personal Recognition	343-10	7/1/2010-6/30/2013
12/13/2010	Sexauer	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	6/1/2010-5/31/2013
	SHI Government Solutions	Technology, Eq., Software, Supplies & Telecomm	331-09	11/01/2009 - 10/31/2012
	Southern Tire Mart	Tires, Tubes & Auto Products	307-08	12/01/2008 - 11/30/2011
11/16/2010	School Health Corporation	First Aid Supplies and Equipment	294-08	6/1/2008-5/31/2011
	Staples	Office Supplies & Equipment	328-09	11/01/2010 - 10/31/2012
	Superior Alarms	Radio Communication Products	285-08	4/1/2008-3/31/2011

		Fire & Security & Monitoring Supplemental Technology Products Software & Supplies	325-09 289-08	10/1/2009-9/30/2012 4/1/2008 - 3/31/2011
	Tandus US LLC	Indoor & Outdoor Flooring Products & Sports Surfaces	310-08	3/01/2009 - 2/28/2012
	Toshiba Business Solutions	Copiers & Supplies	299-08	9/1/2008 - 8/31/2011
	Vance Hunt Libraries	School, Office, Library & Dormitory Furniture	337-10	04/01/2010 - 03/31/2013
	Siddons Fire Apparatus, Inc.	Fire Apparatus	323-09	9/01/2009 - 8/31/2012
	B&H Photo-Video Pro Audio Inc.	Stage Curtains , Lighting & Stage / Stadium Sound Systems	331-09	11/01/2009 - 10/31/2012
	Dooley Tackaberry, Inc.	Public Safety & Fire Supplies & Equipment	284-08	4/1/2008 - 3/31/2011
	Gunn Chevrolet	Vehicles	281-07	10/1/2007 - 12/01/2010

TPSS-Term contracts P.O.s;

CC Date	Vendor	Contract Description	Contract	Contract Term
7/20/2010	1st Choice Restaurant Equip. & Supply	Commercial Refrigerators, Freezers, Merchandisers, ice makers/dispensers	740-A1	5/2010-03/2011
9/7/2010	Alaven Pharmaceutical, LLC	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2007-2/2011
	Ansell Healthcare Products Inc.	Contraceptives	269-A4	7/2006-9/2010
	Apothecus Pharmaceutical Corp.	Contraceptives	269-A4	7/2006-9/2010
	Auburn Pharmaceutical Co.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2007-2/2011
8/31/2010	BDI Pharma Inc.	Vaccines & Biologicals	269-A2	01/2007-11/2010
	Bob Barker Company, Inc.	Clothing & Apparel	200-A1	3/2010-11/2010
6/29/2010	Canon	Photocopier Lease & Rental	985-L2	5/2009 – 08/2011
	Central Texas Medical Equipment & Supplies	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2007-2/2011
	Compliance Diagnostic Equipment LLC	Drug & Alcohol Testing Products	193-A2	7/2007-6-2011
8/3/2010	GT Distributors	Police Equipment & Accessories	680-A1	1/2010 – 10/2010
	Graybar Electric	Electrical Equipment & Supplies	285-A1	1/2010-8/2011
	Johnson Grayson Automotive dba Holiday Chevrolet	Automotive and Law Enforcement Vehicles	071-A1	2/2009-12/2010
	Kyocera Konica Mita America Inc. – Minolta	Photocopiers-Rental Renewal Only	985-A5	9/2002-8/2011
6/15/2010	MMS A Medical Supply Co.	Hospitals Sundries (Disposables) including syringes	475-A1	5/2006- 11/2010
	Midwest Medical Supply	Hospitals Sundries (Disposables) including syringes	475-A1	5/2006-11/2010
	National Vitamin Co.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2007-2/2011
	Neopost National Government Account	Postage Meters-Rental Renewal Only	985-R1	11/2006-8/2011
	Office Communications Systems, Inc	Photocopiers-Rental Renewals Only	985-A6	9/2005-8/2011
	Pitney Bowes Inc.	Lease for Mail Equipment, Meters, Scales & Purchase of Supplies Postage Meters-Rental Renewal Only	985-L1 985-R1	11/2008-8/2011 11/2006-8/2011

	PlumbMaster, Inc.	Plumbing Parts, Fixtures & Supplies	670-A2	11/2005-10/2010
2/1/2011	Pollock Paper Distributors	Paper and Plastic Products, Disposable	640-A1	8/2006-5/2011
10/19/10	Precision Delta Corp.		680-A1	
	Prescription Supply Inc.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2007-2/2011
	Presto Printing	Business Cards through TX Smartbuy	966-N1	1/2007-8/2011
	Products Unlimited, Inc.	Hospitals Sundries (Disposables) including syringes	475-A1	5/2006- 11/2010
	Richmond Pharmaceuticals, Inc.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2007-2/2011
	Rodzina Industries, Inc.	Custom & Stock Rubber Stamps	615-A2	3/2010-12/2010
6/29/2010	Sam Pack's Five Star Ford	Automobiles & Law Enforcement Vehicles	071-A1	2/2009 – 08/2010
	Sanofi Pasteur, Inc.	Vaccines & Biologicals Influenza Vaccine	269-A2 269-A3	1/2007-11/2010 3/2010-2/2011
	Sharp Electronics Corporation	Photocopiers-Rental Renewal Only	985-A6	9/2005-8/2011
9/28/2010	TIBH Industries, Inc.	Drug and Alcohol Testing Products	193-A2	7/2007/6/2011
	Tetra Medical Supply Corp.	Hospitals Sundries (Disposables) including syringes	475-A1	5/2006- 11/2010
	Texas Correctional Industries	Laundry Supplies Name Plates Easels & Signs (engraved) up to 24"x48" Posture Back Ergonomic	505-A2 665-A2 425-A8	1/1960-12/2099 12/2001-11/2099 8/2006-12/2099
	Texas Department of Criminal Justice	Furniture TCI & TIBH Chairs, Desks, Tables, Sofas, Bookcase	425-A5	5/1987-12/2099
8/31/2010	Total Pharmacy Supply Inc.	Hospital Sundries (Disposables) including Syringes	475-A1	05/2006 - 11/2010
	Voss Lightning	Electrical Equipment & Supplies	285-A1	1/2010-8/2011
	Xerox Corporation	Photocopier Lease & Rental	985-L2	5/2009-8/2011

TPSS-DIR;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
9/21/2010	ARC Austin Ribbon & Computer Supplies, Inc.	DBITS-Technology Migration/Upgrade Software Computer, Thin Clients and Terminals/Computer Operations Services/Software	886 293 601 890	1/13/2013
	A T & T	Cisco Networking Equipment Telecommunication Contract for Wireless Voice & Data/Cellular Services Networking Services	233 597 826	
12/28/2010 6/29/2010	CDW Government, Inc./Oki Data Americas, Inc. CDW Government, Inc.	Computer Equipment, Software, Components, Peripherals & Software Computer Equipment, Software, Components, Peripherals & Software Computer Equipment, Software, Components, Peripherals & Software Computer Equipment, Software, Components, Peripherals & Software	508 592 673 1364	5/10/2011

	CDW 3 Com	Computer Software for Mini and Main Frames (Pre programmed)	229	
11/30/2010	CRC - Computer Repair Center	Scanners	1364	5/5/2014
	Calence	Computer Equipment, Software, Components, Peripherals & Software Networking Products & Services Audio Conferencing Services, Technology-Based, Conferencing & Video Services Networking Equipment	236 235 838 1369	
10/5/2010	Calence, LLC dba Insight Networking	Network, Networking Equipment, Network Prod. & Serv. & Tele-Network Serv.	1460	8/30/2014
	Calence Physical Security Solutions, LLC	Surveillance Camera Products & Related Services	580	
	Cima Solutions Group	Software	292	
	Copy Graphics	Canon Printers, Multifunction Products, and Related Services	509	
	DLT Solutions, Inc.	Computer Equipment, Software, Components, Peripherals & Software	513	
	Daptiv/CIMA	Software Supplies & Services	841	
	Dell Marketing LP	Computer Equipment, Software, Components & Peripherals Software	251 600 568 890 1014	
6/29/2010	ESI Acquisition Inc.	Contract for Products & Related Services	822	
7/27/2010	Environmental Systems Res. Institution	Software 1/5/2011	492	
	Hewlett Packard Co.	Computer Equipment, Software, Components, Peripherals & Software	223	
	Insight	Computer Equipment, Software, Components, Peripherals & Software	223	
2/8/2011	***MTM Technologies, Inc***	Computer Equipment, **Software**, Components, Peripherals & Software	264 **1585**	**8/17/2011-8/17/2014**
12/21/2010	Presidio Networked Solutions, Inc.	Networking Equipment, Tele-Network Services & Networking Products & Services	1367 1547	5/20/11-5/20/14 9/22/11-9/22/14
11/30/2010	Reyna Enterprises, Inc. dba CRC	Software	1364	5/5/2014
	SHI Government Solutions, Inc.	Computer Equipment, Software, Components, Peripherals & Software	810 890	
	SHI Government Solutions, Inc.	Purchase or Various Software	1009	
	SHI Government Solutions, Inc.	Computer Equipment, Software, Components, Peripherals & Software	1364	
11/23/2010	Spillman Technologies, Inc.	Software	1623	11/3/2014
2/8/2011	***Sprint Solutions, Inc.****	**Tele-Wireless Data and Wireless/Cellular**	**611**	**11/19/2011**
	Tech Depot	Computer Equipment, Software, Components, Peripherals & Software	223	
6/29/2010	Verizon Wireless	Wireless Voice & Data Services and Equipment	604	10/2/2011
	Votec	Software	937	2/27/2011-2013

6/29/2010	Xerox	Products & Services	515	

TPSS-TXMAS contracts;

CC Date	Vendor	Contract Description	Contract	Contract Term
8/3/2010	Access Imaging Solutions LLC	Document Imaging	9-36010	6/5/2009 – 3/30/2014
8/10/2010	Aria Medical	Medical Equipment and Supplies	7-6511A020	2/9/2007-6/29/2013
8/3/2010	4MD Medical Solutions	Medical Equipment	10-65IIA010	11/19/2009-8/14/2013
	All Steel Inc.	Office Furniture	9-71I030	10/31/2008-9/30/2013
	Beta Technology, Inc.	Food Service, Hospitality, Cleaning Equip. & Supplies, Chemicals & Services	5-73050	7/13/2005-3/31/2015
	Bob Barker	Clothing Uniforms, Footwear & Accessories	8-840140	7/23/2008-7/31/2011
	Business Interiors by Staples The Hon Company	Special Use Furniture	6-71111060	5/10/2006-3/26/2011
	B&H Photo & Video	Photographic Equipment-Cameras, Photographic Printers and Related Supplies & Services (Digital and Film –Based)	8-67030	1/25/2008-8/2/2014
	B&H Photo & Video	VCRS, VCP, DVD, Monitors & Monitors/Receivers, Including Spare & Repair Parts, and Accessories	8-58I020	1/25/2008-11/30/2010
1/25/2011	DMI Furniture, Inc.	Office Furniture	5-7110220	5/24/2005-5/6/2011
	Datum Filing Systems Inc.	Office Furniture	5-711010	9/15/2004-5/31/2012
	Diaz Floors & Interiors	Floor Covering	5-721A060	2/17/2005-8/3/2014
9/21/2010	Dream Ranch d b a Cartridge World	Ink and Toner Cartridges	8-75040	7/23/2008-5/31/2012
	Emergency Vehicle Equipment	Total Solutions for Law Enforcement, Security, Facilities Mgt. Fire, Rescue, Clothing, Marine	5-840180	6/17/2005-8/31/2014
	Ergogenesis, LLC	Office Furniture	3-7110470	8/22/2003-9/30/2011
	Fed Ex Kinko’s	The Office, Imaging & Document Solution	5-36020	1/14/2005-10/13/2013
6/15/2010	Firetrol Protection Systems, Inc.	Facilities Maintenance & Management	6-03FAC020	7/12/2006-4/23/2011
	GCR Tires Centers Of Pharr	Tires	7-261020	1/19/2007-12/20/2011
	Global Industries, Inc.	Office Furniture	3-7111010	11/21/2002-12/31/2012
11/16/2010	Jasper Seating Company, Inc. dba J.S.I and Community	Office Furniture	9-71I020	10/9/2008 – 6/24/2013
	Kimball International Marketing	Office Furniture	3-711060	12/16/2002-1/27/2012
6/29/2010	Lawson Products Inc.	Hardware Superstore	3-51V030	7/7/2003-4/7/2011
	MCS	Access Control Systems	9-84060	6/23/2009-11/30/2013
	MSC Industrial Supply Co.	Hardware	3-51V020	6/4/2003-10/31/2012

	Mayline Company	Office Furniture	4-7110330	7/2/2004-11/30/2011
	Michelin North America, Inc.	Tires, Pneumatic (new), for passenger, light/medium truck, & bus, & retread svcs.	7-261010	12/19/2006-12/5/2011
9/21/2010	OCE North America, Inc.	Office, Imaging & Document Solutions Copying Equipment	2-36010	8/1/2002-9/30/2011
12/13/2010	Red Wing Shoe Industrial	Shoes	9-84090	8/12/2009-9/30/2012
	Separation Systems Consult, Inc.	Environmental Services	7-899030	6/27/2007-2/20/2011
	Sherwin Williams	Maintenance & Hardware	5-51V010	10/11/2004-1/31/2013
	Simplexgrinnell, LP	Total Solutions for Law Enforcement, Security Facilities, Mgmt., Fire, Rescue, Clothing, Marine	5-84070	12/6/2004-6/30/2012
	Snap-On Industrial	Hardware Products & Services	3-51V010	9/20/2002-1/31/2011
	Southern Tire Mart LLC-Michelin Bridgestone	Tires	7-261010 7-261020	12/19/2006-12/5/2011 1/19/2007-12/20/2011
7/20/2010	State Industrial Products	Hardware Superstore 12/27/2004 – 11/30/2010	5-51V020	12/27/2004-11/30/2010
	Tandus US, Inc.	Floor Covering	5-721A060	2/17/2005-8/3/2014
11/22/2010	The Hon Company	Office Furniture	6-71111060	5/10/2006 – 3/26/2011
	Tire Centers, LLC Michelin North America, Inc.	Tires, Pneumatic (new), for passenger, light truck, med truck, & bus & retread services	7-261010	12/19/2006-12/5/2011
	Tremco, Inc.	Bldg. & Bldg. Materials/Industrial Services & Supplies	6-56050	3/6/2006-5/31/2014
	United Rentals, Inc.	Hardware Superstore, Heavy Vehicle Equipment	7-51V080	7/5/2007-1/27/2011
	Visual Innovations Company, Inc.	Professional Audio/Video, Telecommunications and Security Solutions	4-581010	10/24/2003-7/7/2012
	W.W. Grainger, Inc.	Industrial, Janitorial Supplies	2-539030	8/26/2002-11/30/2010
	World Wide Imaging Supplies	Office Products	8-75030	5/2/2008-10/1/2012

TPSS-State Travel Management Program;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	Enterprise Rent a Car	Car Rental	TX-C1080	3/31/2004-3/31/2011
	Avis Rent a Car Systems	Car Rental	TX-C1080	3/31/2004-3/31/2011

TIPS;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	3-C Technology	Audio Visual Equipment & Supplies Computer Equipment, Components & Peripherals	1032609 1072309	3/26/2011 7/23/2011

US Communities;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	Auto Zone	Auto Parts & Accessories	060143	6/26/2006-6/25/2011
9/14/2010	DACO	Daco Fire Equipment (Converter)	FS12-09	3/1/2010-11/30/2011
12/07/2010	GTSI	Computer Equipment, Software, Components & Peripherals Software	RQ09-997736-42D	5/01/2009-4/30/2013
	Graybar	Electrical Products	MA-43272-6	1/31/2011
	Hagemeyer	Homeland Security and Public Safety	RQ06-814063-10A	10/7/2005-9/30/2011
	Insight Public Sector	Technology Products Equipment & Technology Services/Solutions	RQ-09-997736-42b	5/01/2009-4/30/2013
8/03/2010	Service Wear Apparel	Uniform and Work Apparel	A1465-10	9/01/2010-12/31/2014
	The Home Depot	Maintenance/Hardware Supplies	05091	12/1/2008-11/30/2011
	Zep	Janitorial Supplies	2007-118-3034	12/31/2010
6/22/2010	Tech Depot	Technology Products & Solutions	RQ09-997736-42C	5/1/2009-4/30/2013

TCPN;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	Best Buy Gov LLC	Audio Visual Equipment and Services	R-4705	9/30/2006-9/30/2011
6/15/2010	CAS Companies, LP	Job Order Contracting Services	R-5004	3/31/2010-3/31/2015
	CDW	Computer, Components, Peripherals & Software	R-4713	9/30/2006-9/30/2011
	GovConnection	Computer, Components, Peripherals & Software	R-4718	9/30/2006-9/30/2011
8/17/2010	Jamail & Smith Construction	Job Order Contract (JOC)	R4957	3/31/2010-3/31/2015
9/14/2010	Office Depot	Furn., Office, Instructional or Library Office & School Supplies, Printing & Shipping Services, Promotional Prod./Printing Services.	R5023	2/28/2010-2/28/2015
	M & A Technology	Computer, Components, Peripherals & Software	R-4721	9/30/2006-9/30/2011
	Tandus US LLC	Commercial Floor Covering Systems	R-4882	7/31/2008-7/31/2013
	Tech Depot	Computer, Components, Peripherals & Software	R-4716	9/30/2006-9/30/2011
	Trane	Heating, Ventilating, Air Conditioning & Plumbing	R-4669	12/31/2005-12/31/2010
	ThyssenKrupp Elevator Corp.	Elevator Products & Services	R-4679	5/31/2006-5/31/2011
	Troxell Communications	Audio Visual Equipment and Services	R4708	9/30/2006-9/30/2011

	Xerox Corporation	Document Management (Copiers)	R-4671	5/31/2010-5/31/2015
	Xerox Supplies	Paper fine	R-4929	12/31/2009-12/31/2014

GSA;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	CDW	Computer Equipment, Software, Components, Peripherals & Software	GS-35F-0195J	
8/3/2010	Comtech LLC	Software and Services	GS-35F-0431K	
	Dell	Computer Equipment, Software, Components, Peripherals & Software	GS-35F-4076D	
11/23/2010	Element K Corporation	IT Solutions & Electronics	GS-35F-0042L	10/19/2015
12/28/2010	ICx Technologies, Inc.	Total Solutions for Law Enforcement, Security, Facility Management Systems, Fire, Rescue, Special Purpose clothing, Marine Craft & Emergency/Disaster Response	GS-07F-0117U	12/5 2012
11/16/2010	ICS Jail Supplies, Inc.	Total Solutions for Law Enforcement, Security, Facilities Mgmt. Fire, Rescue, Clothing, Marine Craft and Emergency/Disaster Response	GS-07F-0552U	9/29/2013
	NYP CORP	Shipping, Packaging and Packing Supplies	GS-14F-1237H	
9/21/2010	Phonetics Inc. dba Sensaphone, Inc.	Computer Equipment, Software, Components, Peripherals & Software	GS-07F-9463S	4/30/2011
	Tactical Gear Now, Inc.		GS-07F-5508R	
6/29/2010	Galls/Aramark		GS-07F-0157M	

HGAC;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	A & B Communications	Communications Equipment & Services	RA01-08	
12/13/2010	Caldwell Country Chevrolet	Current Model Cars & Light Trucks	VE03-06	Thru Oct 31, 2011
9/21/2010	Daco Fire Equipment	Fire Apparatus (All types)	FS12-09	3/1/2010-11/30/2011
	EF Johnson Co.	Communications Equipment & Services	RA01-08	
12/13/2010	Kustom Signals, Inc.	Emergency Equipment & Supplies (Law Enforcement	EF 04-09	4/1/2009-3/31/2011
	Motorola	Communication Equipment & Services	RA01-08	12/31/2011
12/21/2010	Source Incorporated of Missoury dba Source, Inc.	Wireless Telecomm Equipment & Services	CW05-02 CW10-09	6/1/2005-5/31/2012 11/1/2009-10/31/2012
	Sprint	Communication Equipment & Services	CW-05/02	6/1/2005-5/31/2012
	Superior Alarms	Surveillance & Access Control Equipment	SE05-05	
	Superior Alarms	Video Surveillance Systems	SE05-08	

7/20/2010	Superior Alarms	Surveillance, Access Control & Security Fencing	SE05-10	05/1/2010 – 04/30/2012

CHOICE FACILITY PARTNERS;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
12/07/2010	Herrera & Hunt	Job Order Contracting and Related Services	09/040JC-07	6/16/2009-6/15/2011/4
12/07/2010	Herrera & Hunt, Inc.	Job Order Contracting and Related Services	07/007JC-01	5/15/2007-5/14/2011 / 1
10/12/2010	Hydro-Stop Inc. LLC	Roofing	08/021JC-01	7/1/2008 – 7/31/2011/2
12/07/2010	Alpha Building Corporation	Job Order Contracting and Related Services	06/035JC-01	12/19/2007-2/24/2011/2
12/07/2010	Alpha Building Corporation	Job Order Contracting and Related Services	10/030JC-01	02/22/2010-02/21/2011/6

***Denotes: New Vendor added for approval**

Contract Renewed

Consent #25097 2/8/11

Vendor Contract Information

Proposal Documents | Back

Vendor: Flaghouse Inc.
Address: 601 Flaghouse Drive
Hasbrouck Heights , NJ 07604
Phone: (800) 793-7900
Contact: John Holt
Email: bids@flaghouse.com
Website: www.flaghouse.com
Federal ID: 13-1809948
Accepts RFQs: Yes
Contract: Athletic, PE, Gym & Exercise Equipment and Supplies #336-10
Effective Date: 4/1/2010
Expiration Date: 3/31/2013
Payment Terms: Net 30 days
Delivery Days: 15
Shipping Terms: See contract exceptions
Freight Terms: FOB Destination
Ship Via: Common Carrier
Quote Reference Number:
16GBTWTB
Regions Served: All Texas Regions
States Served: All States
Vendor Exceptions: Free parcel shipping, 16% shipping fee on products delivered by truck, $100.00 minimum order.
Return Policy: 14 day policy return for any reason as long as product is in resale condition, unless damaged in shipment.

[Log Out]

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Consent #25097 2/8/11

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Sprint Solutions, Inc.

URL Vendor Website
Vendor ID 1470882463700
HUB Type Non HUB

DIR Contract Number DIR-SDD-611
Contract Term End Date 11/19/2011
Contract Exp Date 11/19/2011

Sprint Solutions, Inc.
Contact Patti Mckenna
Phone (361) 533-0256
Fax

DIR
Contact Mark Howard
Phone (512) 463-2653
Fax (512) 475-4759

How to Order

1. For product and pricing information, visit the Sprint Solutions, Inc. website or contact Patti Mckenna at (361) 533-0256.
2. Generate a purchase order, made payable to Sprint Solutions, Inc.. You must reference the DIR Contract Number **DIR-SDD-611** on your purchase order.
3. E-mail or Fax your purchase order and quote form to your designated vendor sales representative.

Contract Overview

To obtain a quote and to place a purchase order, contact your account manager from the list of Contacts..

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Contract: DIR-SDD-611

Standard Terms and Conditions PDF - 145 KB
This appendix contains the standard DIR Terms and Conditions for the contract as of the date identified. Any initial exceptions to these Terms will be contained in the original contract. All subsequent changes or updates to the Terms and Conditions will be reflected in contract amendments.

HUB Subcontracting Plan (HSP) PDF - 52 KB | Updated 11/29/2010
The purpose of the HUB Program is to promote full and equal business opportunities for all businesses in State contracting in accordance with the goals specified in the State of Texas Disparity Study. The HSP identifies all authorized resellers and/or all subcontractors performing services.

Pricing: Pricing Appendix
Pricing for available products and/or services are limited to those identified in the pricing section of the main contract document listed above.

< No thanks, return to search

Available Brands

There are no brands associated with this contract

Available Products & Services

Tele - Wireless Data
Tele - Wireless/Cellular

Additional Contract Information

Appendix C, Standard Agreement and Software (72 KB)
Amendment 1, Clarification Document (20 KB)
Amendment 2 (47 KB)
Amendment 3 (25 KB)
Amendment 4 (86 KB)

Reseller Vendor Contacts

There are no resellers associated with this contract

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Consent Agenda #25097 2/8/11

All · Enter Search Criteria >

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MTM Technologies, Inc.

URL Not Available
Vendor ID 1133354896100
HUB Type Non HUB

DIR Contract Number DIR-SDD-1585
Contract Term End Date 8/17/2011
Contract Exp Date 8/17/2014

MTM Technologies, Inc.
Contact Brad Truman
Phone 512-469-3510
Fax 201-558-7466

DIR
Contact Phyllis Benitez
Phone (512) 463-4854
Fax (512) 475-4759

How to Order

1. For product and pricing information, visit the MTM Technologies, Inc. website or contact Brad Truman at 512-469-3510.
2. Generate a purchase order, made payable to MTM Technologies, Inc.. You must reference the DIR Contract Number **DIR-SDD-1585** on your purchase order.
3. E-mail or Fax your purchase order and quote form to your designated vendor sales representative.

Contract Overview

Get Adobe Reader

Contract: DIR-SDD-1585

Standard Terms and Conditions PDF - 288 KB
This appendix contains the standard DIR Terms and Conditions for the contract as of the date identified. Any initial exceptions to these Terms will be contained in the original contract. All subsequent changes or updates to the Terms and Conditions will be reflected in contract amendments.

HUB Subcontracting Plan (HSP) PDF - 314 KB | Updated 08/18/2010
The purpose of the HUB Program is to promote full and equal business opportunities for all businesses in State contracting in accordance with the goals specified in the State of Texas Disparity Study. The HSP identifies all authorized resellers and/or all subcontractors performing services.

Pricing PDF - 7 KB | Updated 08/18/2010
Pricing for available products and/or services under this contract are limited to those identified in the appendix.

< No thanks, return to search

Available Brands

Appsense
Citrix Systems
Commvault Systems
SAGEM Fax
Services

Available Products & Services

Software

Additional Contract Information

Appendix D, Service Agreement (65 KB)

Reseller Vendor Contacts

There are no resellers associated with this contract

Capitol Complex Directory
Statewide Search
Sponsored Sites
Planned Procurement Schedule

Document Library
SAO Fraud Reporting
Homeland Security
Sunset Review Notification

FAQs
Site Policies
Site Map
Job Postings

Dept. of Information Resources
300 W. 15th St. Ste. 1300
Austin, TX 78701 MAP
(512) 475-4700

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Requisition

Req # 00187994

PO #

Date: 01/11/11

Consent #25097 2/8/11

Bill To: x
x

Vendor : 366242
PRODUCTIVE ONLINE CORPORATION DBA
PRODUCTIVE CORPORATION
10 1ST AVE. N. STE 310
MINNEAPOLIS MN 55403
FAX (612)375-0219

Ship To: PLANNING DEPARTMENT
1304 S. 25th Street
EDINBURG TX 78539

Contact: Irma Castillo
956-318-2840

Contract No:

Special Instructions:
Req. #13

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		As per Quote POLQ34002 Product Class #93921 DO NOT DUPLICATE ORDER		
1.00	YEAR	OM Software Renewal with maintenance for the back up Server located at the main office, 1304 S. 25th St. Edinburg, Tx 78542; from Jan. 1, 2011 to Dec. 31, 2011 (as per quote POLQ34002. Part #PCA502706 (Used Product Class #93921) DESCRIPTION: CA ARCserve Backup for Windows - 1 Year Enterprise Maintenance Renewal	199.00	199.00
		Account No	Encumbrance	
		1-1100-419-10-210-001-0-336	199.00	
			Freight	.00
			Total	199.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

productive
An additional source of productivity

QUOTATION

Quote # POLQ34002
Date 01/27/11

Andy Frey
NW 7781, PO Box 1450
Minneapolis, MN 55485-7781
800-726-4099
612-375-0219 fax
andy@productivecorp.com

Customer

accounts payable
HIDALGO COUNTY
PLANNING DEPT
1304 S 25TH AVE
EDINBURG TX 78539
irma.castillo@hchd.org

Ln #	Qty	Part Number	Description	Unit Price	Ext. Price
1	1	PCA502706	CA ARCserve Backup for Windows - 1 Year Enterprise Maintenance Renewal	$199.00	$199.00

Standard Terms: Prepay

Check or Credit Card
(Net 20 with Credit Approval)

SubTotal	$199.00
Sales Tax	$0.00
Total USD	**$199.00**

Quote good until 02/27/11

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - PRODUCTIVE ONLINE CORPORATION (POL) SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. POL SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTIAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING. BOTH PARTIES AGREE THAT CUSTOMER'S SIGNATURE ON THIS QUOTATION CONSTITUTES A LEGALLY BINDING SALES CONTRACT BETWEEN PRODUCTIVE ONLINE CORPORATION AND THE CUSTOMER. LICENSES GRANTED PURSUANT TO THE TERMS OF THE PUBLISHER'S END USER LICENSE AGREEMENT (EULA). ALL PRICES QUOTED IN US DOLLARS. FINAL PRICE MAY INCLUDE SHIPPING OR SALES TAX WHERE APPLICABLE.

I accept the above stated terms and conditions;

_____ Customer Signature
Ramón García Print Name
County Judge Title
2/28/11 Date
_____ Purchase Order Number

We Can Help You
Deployment Questions
Licensing and Technical Support
help@productivecorp.com
800.726.4099

Requisition

Req # 00189017

PO #

Date: 01/26/11

Consent #25097 2/8/11

Bill To: x
x

Vendor : 325503
STONEFIELD SOFTWARE USA, INC.
3252 NIGHTBREEZE LANE
LAKE MARY FL 32746

Ship To: Hidalgo County District Attorney
100 North Closner 5th Floor
Edinburg Tx 78539

Contact: ROXANA SEGOVIA
956-318-2300

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
5.00	EACH	OM STONEFIELD QUERY REPORT VIEWER MAINTENANCE RENEWAL MAINTENANCE PERIOD: 3/1/2011 - 2/29/12	11.80	59.00
1.00	EACH	STONEFIELD QUERY SDK MAINTENANCE RENEWAL (INITIAL) LICENS MAINTENANCE PERIOD: 3/1/2011 - 2/29/2012	400.00	400.00
		Account No	Encumbrance	
		1-1223-412-00-080-007-0-336	459.00	
			Freight	.00
			Total	459.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Software Maintenance Renewal Notice

Notice No.: BQMAVGNYJ-2455621
Notice Date: February 1, 2011
Offer Expires: February 28, 2011

Client ID: OFFCRI

Office of Criminal District Attorney
James Wade
Rm303, County Courthouse
100 N. Closner
Edinburg, TX 78539
USA
Phone: (956)318-2300
Fax: (956)318-2078

Line	Product	Qty	Maintenance Period	Amount
1	Stonefield Query Report Viewer Maintenance Renewal	5	Mar 1, 11 - Feb 29, 12	$59.00
2	Stonefield Query SDK Maintenance Renewal (Initial License)	1	Mar 1, 11 - Feb 29, 12	$400.00
			Subtotal	$459.00

1 Year Renewal Balance Due **$459.00**

A surcharge will apply if you renew after the expiration date.

All prices are quoted in US dollars.

Save up to 25% with Multi Year Discounts

Select an option below.

( ) 5 year maintenance renewal	**$1,721.25**	**Save: 25% or $573.75**
( ) 3 year maintenance renewal	**$1,170.45**	**Save: 15% or $206.55**
( ) 2 year maintenance renewal	**$872.10**	**Save: 5% or $45.90**
( ) 1 year maintenance renewal	**$459.00**	

Option 1: Renew software maintenance for the desired term (above).
Option 2: Renew software maintenance for the desired term (above), and add Gold-level support for $600 USD. Gold support includes 3 hours of priority phone support. Total will be calculated and applicable exchange and/or taxes will be added.

Pay by Credit Card:
( ) Visa ( ) MasterCard ( ) AMEX

Card Number: _____

Expiration Date: _____

Name as it appears on card: _____

Cardholder's Signature: _____

Pay by Check:
Make check payable to Stonefield Software.

Via Mail
Stonefield Software
2323 Broad Street
Regina, SK, Canada S4P 1Y9
(306)791-6825

Via Fax
(306)586-5080
Attn: Stonefield Query Maintenance Renewals

Upon renewal of your Stonefield Query maintenance, you will be entitled to:
- All program updates for the renewal term
- Unlimited support tickets at www.stonefieldquery.com

Has your contact information changed?
Please update accordingly.

This notice was generated using Stonefield Query.

Requisition

Req # 00188209

PO #

Date: 01/13/11

Consent #25097 2/8/11

Bill To: x
x

Vendor : 265152
IDOCKET.COM, LLC
1616 S. KENTUCKY, STE. 100
AMARILLO TX 79102
FAX (806)351-2329

Ship To: HUMAN RESOURCES/CIVIL SERVICE
100 E. CANO, 1ST FL
EDINBURG TX 78539

Contact:

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
12.00	MONTH	OM monthly maintenance agreement (January thru December 2011) LICENSE TO UTILIZE THE SHAPPHIRE HUMAN RESOURCE (HR) SOFTWARE PACKAGE FROM IDOCKET.COM AND ASSISTING THE COUNTY TO PROVIDE EFFICIENT HR SERVICES COUNTY-WIDE	300.00	3,600.00
		Account No	Encumbrance	
		1-1100-415-50-190-001-0-336	1,800.00	
		1-1100-415-50-190-002-0-336	1,800.00	
			Freight	.00
			Total	3,600.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

iDocket.com, LLC - Professional Services Agreement

Project Description

The purpose of this contract is to provide the County of Hidalgo a license to utilize the Sapphire Human Resource (HR) software package from iDocket.com assisting the county in providing efficient HR services county-wide.

The Human Resource Software (Sapphire) will allow the HR Department office to securely and confidentially administrate employee records/files and associated documents. The software will assist in the management of department slots and vacancies as well as run key and essential reports.

Parties

This agreement is between iDocket.com, LLC, hereinafter referred to as "iDocket," a Texas Limited Liability Company, whose offices are located at 1616 S. Kentucky, Bldg D Ste 100, Amarillo, TX 79102; and the County of Hidalgo Texas, Ramon Garcia, County Judge and Esther Cortez, Human Resource Director, in their official capacities only. Offices located at 1615 South Closner, Ste. F, Edinburg, TX 78539

Term

This agreement shall commence upon signature of both parties and shall remain in full force and effect for a period of one (1) year. This agreement will automatically renew annually unless either party notifies the other with at least 30 days notice of its intent to not renew this agreement.

Services and Products provided by iDocket

Software: iDocket agrees to provide software (Sapphire) for the administration and management of Human Resource records.

Software Maintenance and Upgrades: iDocket shall provide maintenance for the software provided under this agreement stipulated under the **Costs** section contained herein. Software Maintenance also includes any software updates made to the software. County agrees to allow iDocket to maintain the current release of software to ensure the latest enhancements and a uniform level of software for support. iDocket will coordinate and be responsible for the implementation of software upgrades.

Quality of Services

The software as provided by iDocket, is designed for maximum uptime and stability. There may be times, however, when the system becomes unusable for a short period of time. In the event of a system problem, the County is responsible for contacting iDocket support with all relevant information to the problem. The iDocket technical support will respond to problems in a timely manner, and will make a good faith effort to repair the problems as quickly as possible.

Costs

Software: Software license fees and all related services for the software are provided to the County of Hidalgo, Human Resource Department for a price of three-hundred dollars ($300.00) per month.

Use of Work Product

Except as specifically set forth in writing and signed by both iDocket and the County, iDocket shall retain all copyright and patent rights with respect to programs developed under this agreement.

Confidential Information

iDocket shall hold in trust for County, and shall not disclose to any nonparty to the Agreement, any confidential information of the County. Confidential information is information that relates to County's research, development, trade secrets or business affairs, but does not include information which is generally known or easily ascertainable by non-parties of ordinary skill in computer design and programming.

iDocket hereby acknowledges that during the performance of this contract, iDocket may learn or receive confidential County information and therefore iDocket hereby confirms that all such information relating to the County's business will be kept confidential by iDocket, except to the extent that such information is required to be divulged to the iDocket clerical or support staff or associates in order to enable iDocket to perform contractual obligations. Acceptance of this Agreement in no way limits or restricts the scope of services iDocket is able to perform outside this Agreement.

Termination of Agreement

Either party may terminate this agreement with written notice to the address stated herein in the event that either party fails to perform its obligations as stated within the above **Quality of Services** Provision. No such notice of termination shall be given, however, unless the party in default has been given prior written notice of its default and has failed to cure said default within ninety (90) days of notice.

The County can terminate this agreement by giving notice with at least thirty days prior notice to the anniversary of the agreement to not renew this agreement for another annual term. Upon termination of this agreement, 1) the County agrees to not use the software; and 2) iDocket agrees to provide the County with any digital records or information in its possession.

Disputes

Any disputes between the parties related to this Contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation cost equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

Limited Warranty

iDocket warrants to the County that the material, analysis, data, programs, and services to be delivered or rendered under this agreement will be of the kind and quality designated and will be performed by qualified personnel. **iDocket makes no other warranties whether written, oral or implied, including without limitation warranty or fitness for purpose of merchantability.** In no event shall iDocket be liable for special or consequential damages, either in contract or tort, whether or not the possibility of such damages has been disclosed to iDocket in advance or could have been reasonably foreseen by iDocket.

Applicable Law

iDocket shall comply with all applicable laws in performing Services stipulated in the agreement, but shall be held harmless for violations of any government procurement regulation to which it may be subject but to which reference is not made. This Agreement shall be construed in accordance with the laws of the State of Texas.

Complete Agreement

This agreement embodies the entire understanding of the parties in relation to the design, development, implementation, support, and maintenance of a case management system.

Assignment

Either party may not assign this Agreement without the prior written consent of the other party. Except for the prohibition on assignment contained in the preceding sentence, this Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

Notices

Notices to iDocket shall be sent to:
Armando Balderrama, CEO
iDocket.com, LLC
P.O. Box 31023
Amarillo, TX 79120.

Notices to the County shall be sent to:
Esther Cortez
Dir, Human Resources, Hidalgo County
1615 South Closner, Ste. F
Edinburg, TX 78539

In witness whereof, the parties have signed this agreement.

County of Hidalgo

Renslar R. Keagle, President

Hon. Ramon Garcia County Judge	Date	*for*	Armando Balderrama CEO, iDocket.com, LLC	Date

Consent #25097 2/8/11

Requisition

Req # 00189392

PO #

Date: 02/01/11

Bill To: x
x

Vendor : 381586
MAVERICK SHREDDING
1905 JOE STEPHENS AVE.
WESLACO TX 78596
FAX (956)968-8127

Ship To: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Contact: JOSIE ESCALANT
956-383-6221

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00		OM DESTRUCTION OF CONFIDENTIAL MEDICAL RECORDS AND OTHER DOCUMENTS CERTIFICATE OF DESTRUCTION MUST BE PROVIDED LOCATION: 1304 SOUTH 25TH AVE EDINBURG., TEXAS 78542		.00
26.00	EACH	OM 96 GALLON CONTAINER SERVICE	40.00	1,040.00
26.00	EACH	OM OFFICE CONSOLE SERVICE	18.00	468.00
250.00	EACH	OM PURGE PER BOX (BANKER)	3.50	875.00
		Account No	Encumbrance	
		1-1100-441-00-340-001-0-350	2,383.00	
			Freight	.00
			Total	2,383.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Reg # 189392

MAVERICK

Service Agreement

Customer: HIDALGO COUNTY HEALTH & HUMAN SERVICES DEP **Date:** 1/31/2011

Delivery Address:
1304 S. 25TH AVE.
EDINBURG, TX 78542

Phone: 956-383-6221
Fax: 956-383-3229
E-Mail: JOSIE.ESCALANTE@HCHD.ORG

Billing Address:
SAME

Phone:
Fax:
E-Mail:

Service Contact: SILVIA PEÑA.
A/P Contact:

Recurring Service

Description	Service	Quantity	Unit Price	Replacement Value
96 GALLON SERVICE	EOW	1	40.00	$150.00
OFFICE CONSOLE SERVICE	EOW	1	18.00	$100.00
PURGE PER BOX (BANKS)	EA.	TBD	3.50	

Minimum Charge	Ø
Service Charge	Ø

The Parties have agreed to this Service Agreement (Terms and Conditions on Reverse) on the date written above.

Maverick Shredding

Signed:
Print Name: MOZART MAGTR
Title: SALES MANAGER

Customer

Signed:
Print Name:
Title:

RECEIVED
FEB 02 2011
By

Company Copy (White) Customer Copy (Yellow) File Copy (Green) Proposal (Pink)

The undersigned, its successors and assigns ("CUSTOMER") orders from Maverick Shredding or any of its, successors and assigns ("COMPANY") all of the Customer's shredding requirements during the term of this Agreement, all in accordance with the pricing, terms and upon the conditions contained herein.

Company will provide containers, for collection, and shredding of all of Customer's confidential information as herein provided. "Confidential Information" means any information relating to Customer's property, business and affairs.

This Agreement is effective as of the date of execution above and shall remain in effect for thirty-six (36) months from the date of installation. This Agreement shall automatically renew for the same period of time unless Company is notified, to the contrary, in writing, sixty (60) days in advance of the expiration of the then current term. Company has the right to increase prices and/or service charges. Such notice may be in the form of an invoice. The Customer has the right to reject these increases. If Customer rejects the increases, Company may terminate this Agreement.

Customer agrees to notify Company, in writing, of any hazardous materials; including, but not limited to medical waste that may be picked up by Company while providing services under this Agreement. In no case will hazardous materials be present to the extent that they may be harmful to Company's employees.

All containers remain the property of the Company. In the event items are lost, damaged, or destroyed by any means, the Customer will pay for said containers at the then current replacement values.

Company guarantees to deliver the highest quality shredding service at all times. Any complaints about the quality of the service which have not been resolved in the normal course of business must be sent by registered letter to Company's General Manager. If Company then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this Agreement provided all containers are paid for at the then current replacement values or returned to Company in good and usable condition.

Additional containers and services may be added to this Agreement and shall automatically become a part of and subject to the terms hereof. If this Agreement is terminated early, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this Agreement is terminated by Customer prior to the applicable expiration date for any reason other than for documented quality of service reasons which are not cured as set forth above, or terminated by Company for cause at any time, Customer will pay to Company, as liquidated damages and not as a penalty, 50% of the average invoice total multiplied by the number of invoices remaining in the unexpired term. Customer shall also be responsible for any unpaid charges on Customer's account prior to termination. Any dispute or matter arising in connection with or relating to this Agreement shall be resolved by binding and final arbitration under applicable state or federal laws providing for the enforcement of Agreements to arbitrate disputes. Any such dispute shall be determined on an individual basis, shall be considered unique as to its facts, and shall not be consolidated in any arbitration or other proceeding with any claim or controversy of any other party.

<u>Limitation of Liability</u>. Company shall not be responsible or liable in any manner whatsoever for the release or loss of any materials deposited in bins or otherwise delivered to it for secure destruction unless the release or loss is due to Company's negligence or willful misconduct. Company's maximum liability for any and all claims arising with respect to the Services provided under this Agreement shall not exceed the aggregate amounts paid by Customer with respect to the Services provided at the particular Customer location during the six (6) months preceding the event which gives rise to a claim. In no event shall Company be liable for any consequential, incidental, special or punitive damages, regardless of whether the action is brought in tort, contract or any other theory.

The Customer certifies that the Company is in no way infringing upon any existing contact between the Customer and another service provider.

Requisition

Req # 00189388

PO #

Date: 02/01/11

Consent #25097 2/8/11

Bill To: x
x

Vendor : 133655
SUPERIOR ALARMS
P. O. BOX 3097
MCALLEN TX 78502
FAX (956)971-6395

Ship To: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Contact: JOSIE ESCALANT
956-383-6221

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	YEAR	ANNUAL FEE FOR FIRE ALARM INSPECTION SERVICE LOCATION: EDINBURG CLINIC ., 3105 E. RICHARDSON., EDINBURG., TEXAS FOR 2011	275.00	275.00
		Account No	Encumbrance	
		1-1100-441-00-340-003-0-413 N 431 0 21T	275.00	
			Freight	.00
			Total	275.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI-25164 **4.0.0.**

2011 - Health & Human Service Dept. (LIT) (1100)

CC CONSENT

Date: 02/08/2011
Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.
Submitted For: Mike Escaname
Department: HEALTH & HUMAN SERVICES DEPT.
Agenda Category: 2011 Intradept.(line-item) Transfers

Information

CAPTION
2011 - Health & Human Service Dept. (LIT) (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011
ACCT. #: 1-1100-441-00-340-001-0-585
FUNDS AVAILABLE Y/N?: Y
MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
		Mike Escaname	02/02/2011 04:37 PM	CREATED
1	Budget & Management	Erika Zamora	02/03/2011 08:01 AM	APRV
2	Norma Silva			NEW
3	Auditor's Office			

Form Started By: Mike Escaname Started On: 02/02/2011 04:37 PM

Date: February 2, 2011
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health Department
Account Number: 1-1100-441-00-340-001-0 Administration
Budget Line Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County

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

FROM		TO		
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	AMOUNT
1-1100-441-00-340-001-0-585	HEALTH ADM-NON-EMPLOYEE	1-1100-441-00-340-001-0-431	HEALTH ADM-BLDG&OTHR ST	$ 2,000.00
			Amount	$ 2,000.00

Revenue Account
Amount Requested: $ 2,000.00

Reason: Funds needed in proper object code.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

Req# 181300

600 Ash Avenue- P.O. Drawer 3097
McAllen, TX 78501
State Lic. B4881 - Fire Lic. ACR-86318-816
Tel. (956) 682-6005 - Fax 213-1202

We send the police there in a hurry!

Inspection Program Agreement

THIS INSPECTION AGREEMENT is entered into and effective as of February !, 2011, by and between Superior Alarms and Hidalgo County Health & Human Services .

Invoicing Address
HIDALGO COUNTY HEALTH & HUMAN SERVICES
1304 S. 25TH ST.
EDINBURG, TX 78530
383-6221
Contact: JOSIE

Service Address
HIDALGO COUNTY HEALTH & HUMAN SERVICES
3105 E. RICHARDSON
EDINBURG, TX 78539
318-2040
Contact:

1. SERVICES INCLUDED

A. During the term of this Agreement, Superior Alarms shall provide inspection services on the Fire Alarm system. Inspection services shall consist of the following:

1) Two (2) pre-scheduled visits per year involving inspection and overall review of the system's operation. A summary report will be forwarded to Owner upon completion of each review.

2) Services provided include but are limited to the following: Verify proper operation of: CPU, Control equipment, fuses, lamps, switches and batteries. Perform functional testing of: Smoke detectors (duct and area), heat detectors, manual pull stations, firefighter's telephone, relays, I/O devices, audible and visual signaling devices and auxiliary functions.

3) Inspections will be conducted on a semiannual basis with 100% of system sensitivity being tested during each annual inspection. The full sensitivity test will be concluded on the fourth inspection of each year.

4) Reports at the end of each inspection will be presented to the customer for resolution. Repairs requested by the Owner will be on a time and material basis plus travel time. A minimum of one hour will be billed. Repairs shall not be made without prior approval of Owner and a written Purchase Order or other means of Authorization.

5) Service rates are as follows: Hourly rate per man (Scheduled). $65.00 Hourly rates per man (Emergency, Weekend, Holiday) $85.00

2. SERVICE FEES

2.1 Customer shall pay Superior Alarms an annual fee of $275.00, billed annually, plus any applicable taxes, prior to inspection being provided during the initial term of this agreement. The fee may be increased for each renewal term (if any) upon thirty (30) days prior written notice to the Customer. Customer agrees to pay all fees and applicable taxes within (30) days of receipt of notice.

RECEIVED
FEB 02 2011
BY

3. TERMS AND TERMINATION

3.1 This Agreement shall be in effect for an initial term of 36 months and will automatically renew annually unless either party provides written notice (not less than sixty (60) days prior to the expiration of the Agreement) to the other of their intention to terminate the Agreement.

3.2 This Agreement may be terminated upon the occurrence of any of the following events:

A) By Superior Alarms, if the customer fails to pay Superior Alarms all charges and applicable taxes when due.
B) By either party, if the other becomes insolvent or seeks protection, voluntarily or involuntarily under any bankruptcy laws.

4. LIMITATION OF LIABILITY

4.1 In no event shall Superior Alarms be liable to the customer for any indirect, special or consequential damages, lost profits or claims against Customer by any third person arising out of or relating to this Agreement or any breach thereof or the performance or non-performance of any services to be provided hereunder, even if Superior Alarms has been advised of the possibility thereof. Superior Alarms' liability to Customer hereunder, if any, shall in no event exceed the total amount paid to Superior Alarms by the Customer during the year in which the event and claim occurred.

4.2 Superior Alarms shall not be liable for any claims arising from the failure to provide services under this Agreement for causes beyond the reasonable control of Superior Alarms including but not limited to acts of God, acts of Customer, war, strikes, civil strife, riots, fire or flood, restrictions by law enforcement agencies, or delays in transportation or delivery of goods or services.

5. GENERAL

5.1 This Agreement shall be interpreted in accordance with the laws of the State of Texas and the parties irrevocably attain to the jurisdiction of the Courts of Texas.

5.2 This Agreement constitutes the entire agreement between Superior Alarms and Customer and no agreement or purchase order shall in any way add to or modify the terms hereof, unless agreed to in writing by both parties.

5.3 Superior Alarms will perform the inspection in accordance with the current NFPA guidelines in effect. Any discrepancy will be noted and presented to Customer for resolution.

AGREED TO:
Hon. Ramon Garcia 2/8/11

Superior Alarms, Inc.

Authorized Representative/Date

Authorized Representative/Date

Inspection Scope of Work

Primary Contact information Phone numbers

Site Address

Salesperson

Central Station # Acct # Password

System Mfg.	Notifier	Cerbus	EST	Firelite	Other:	
Type inspection	Quarterly	Semi	Annual			
Type system	Analog	Conventional				
Sensitivity test	Yes	No				
Will we be testing all or a percentage of system?			All	25%	50%	75%
After hours testing required?		No	Yes (additional charges apply)			
Will this system require scheduling next inspection?				6 months	1 year	
Length of inspection contract.		1 year	2 year	3 year		

		Detailed list of inspection
Device	**Yes/No**	**# devices**
Water flow		
Tamper		
Smoke Detector		
Duct detector		
Pull Station		
Heat detector		
Pump		
monitoring		
Voice evac		
Audio/visual		

Other: (List in detail)

EDINBURG FIRE MARSHAL'S OFFICE

212 West McIntyre ♦ Edinburg, Texas 78539
Office: (956) 292-2001 ♦ Fax: (956) 289-1853

FIRE INSPECTION REPORT

DATE: 1-26-11

ADDRESS: 3105 E. Richardson

PHONE: (956) 318-2040

OCCUPANT: Hidalgo County Health & Human Services

TYPE OF OCCUPANCY: Business

TYPE OF INSPECTION: ☑ ANNUAL ☐ RE-INSPECTION ☐ COMPLAINT ☐ OTHER:

OUTSIDE FACILITY

1. Need to post address: 6" in front / 3" in rear.
2. Does not meet fire code: fire department accessibility / F.D.C. visibility / fire lanes.
3. Hydrants: obstructed / need repair.
4. Need to remove accumulation of: boxes / trash / rubbish.
5. Electrical meter box needs: # of suite / repair.
6. Unauthorized burning without a permit.
7. L.P.G. being used when natural gas is available.

INSIDE FACILITY

8. Permits: not visible / expired.
9. Need to maintain good housekeeping.
10. Combustibles stored under wooden stairs.
11. MSDS: not on site / needs to be updated.
12. Fire wall/partition needs to be: installed/repaired.
13. Stairs / ramps: need correct size / rails.
14. Ceiling tiles: missing / need to be replaced.
15. Congestion of materials / aisle obstructions.
16. No approved trash cans.
17. Chemically treated dust mops and oily rags not stored in metal containers with lids.
18. Boiler permit due: _____
19. Water heater/dryer: not vented properly / lint build up / discharged incorrectly / needs repair.
20. Dust covered motors, need to be cleaned.
21. Electrical breaker panel: access obstructed / needs labels / needs repair.
22. Missing safety covers: junction box / light switches / outlets.
23. Light fixtures: close to stock/improperly installed.
24. Permanent wiring: not in conduit / needs repair / need to remove extension cord(s) / not to code.
25. Interior decorations exceed 20% wall coverage.
26. Fuel shut off: obstructed / needs to be labeled.

EXITS

27. Exits: need to install ___ / does not swing outward / needs repair / locked during business hours.
28. Exit access / discharge: blocked, needs to be clear at all times.
29. Exit signs: install 6" red letter sign / needs repair / not visible.
30. Emergency lighting: needs to install/ needs repair.
31. Travel distance to exit does not meet fire code.

EXTINGUISHERS

32. Extinguisher: incorrect Class / needs recharging / needs to be inspected by a licensed company.
33. Extinguisher access and visibility: needs label / blocked.
34. No fire extinguishers in building; need to install.
35. Travel distance does not meet fire code.

KITCHEN HOODS / SUPPRESSION SYSTEM

36. Does not meet: NFPA 96 / 17A / UL 300.
37. Hood / vent / suppression system: need to clean / needs inspection by a licensed co. / needs repair.
38. Nozzles: position / missing caps / needs repair.
39. Piping: location / incorrect size / needs repair.
40. Storage tank: location / incorrect type / needs inspection by a licensed company.
41. Pull station(s): obstructed / needs repair.
42. Filters: need cleaning / missing / incorrect type.
43. Electrical wiring: defective / needs repair.
44. Open flames need 18" distance from combustibles.
45. Hood does not have 6" overhang.
46. Cooking appliances: not protected / improperly placed under nozzles / accumulation of grease.
47. Need to install Class "K" fire extinguisher.

ALARMS

48. Required as per NFPA 72.
49. Alarm panel: obstructed / needs repair / needs to be inspected / needs a smoke detector over panel.
50. Smoke detector(s): located incorrectly / needs battery replacement / required by HB #2046.
51. Heat detector(s): located incorrectly/needs repair.
52. Pull station(s): obstructed / needs repair / need tamper cover.
53. Audible and visual: obstructed / needs repair.
54. Special operations: elevator / HVAC / other.
55. Zone maps required.

AUTOMATIC SPRINKLER SYSTEM

56. Required as per NFPA 13 (D/R).
57. Sprinkler riser: needs inspection / obstructed.
58. Valves need repair.
59. Piping need repair.
60. Sprinkler head(s): obstructed / incorrect type / needs 18" clearance / needs repair.
61. Sprinkler head storage cabinet: obstructed / incorrect # of heads in storage / missing wrenc
62. Inspector test valve: location / size / condition.
63. Need to replace water gong with horn & strob
64. Fire pump: needs repair / needs to be tested.
65. Hose cabinets: obstructed / need repair.
66. F.D.C.: obstructed / missing caps / needs rep / needs locking caps.

COMBUSTIBLE AND FLAMMABLE LIQUIDS

67. Storage: location / required type / condition.
68. Type of combustible violating fire code: liquid / compressed / cryogenic / L.P.G.
69. Dikes: location / required / condition.
70. Gas lines need to be tested. Date Tested: _____
71. Pressurized cylinders not anchored.

☐ Okay as of this date: _____ ☐ 1st Warning of Fire Code Violation: _____ ☐ 2nd Warning of Fire Code Violation: _____

VIOLATIONS / COMMENTS *(All items that are circled and/or any that are listed below, must be corrected.)*:

#1: Need to install 6" numbers with contrasting colors on front of facility.
#29-30: Exit sign light bulbs need to be replaced and fixtures need to be tested. One fixture was tested and did not operate in emergency mode.
#49: Fire alarm needs to be repaired, system is yellow tagged and panel is missing key.

RECOMMEND:

Such conditions are violations of either City or State Fire Prevention regulations. Please correct hazard(s) and help prevent fire. PROTECT LIFE AND PROPERTY.

Fire Marshal / Assistant Fire Marshal

Occupant / Owner

Fire Chief

2-9-11
Re-Inspection Date

Form updated on February 13, 2009 by the Edinburg Fire Marshal's Office

Fire Inspector & Call Sign (F-6)

Date:

If not corrected by this date, this matter will be processed through the Municipal Court.

600 Ash Avenue - P.O. Drawer 3097
McAllen, TX 78501
State Lic. B4881 - Fire Lic. ACR-86318-816
Tel. (956) 682-6005 - Fax 213-1179

We send the police there in a hurry!

February 1, 2011

OFFICIAL NOTICE OF ALARM MONITORING DISCONNECTION

Superior Alarms' policy requires that the following information be entered in your permanent file for monitoring termination. Every blank must be filled in.

CURRENT CUSTOMER INFORMATION:

Hidalgo County Health Dept.
1304 S 25th
Edinburg TX 78539

PHYSICAL DIRECTIONS: 1903 Fir Pharr, TX 78577

PHONE # (956) 383-1221 or (956) 787-1531
ACCOUNT # 622416

NEW OWNER / RESIDENT / RELATOR INFORMATION:

NAME: _____ PHONE: _____

REALTOR: _____ PHONE: _____

I am the owner or renter at the above address and do not wish to have Superior Alarms monitor the security system at this location. Please discontinue the monitoring service to this address as of January 31, 2011. I understand that this document does not release me from my obligation of payment as per my monitoring agreement, which may still be in effect.

REASON FOR DISCONTINUANCE OF MONITORING: The Clinic relocated to 300 W. Hall Acres Pharr, TX 78577.

SIGNATURE _____ **DATE** _____

PLEASE FAX OR MAIL THIS DOCUMENT BACK TO:
SUPERIOR ALARMS
P.O. BOX 3097
MCALLEN, TX 78502
ATTN: COLLECTIONS
FAX: (956) 213-1179
TOLL FREE 800-580-6001

Requisition

Req # 00189512

PO #

Date: 02/03/11

Consent
#25097
2/8/11

Bill To: x
x

Vendor : 133655
SUPERIOR ALARMS
P. O. BOX 3097
MCALLEN TX 78502
FAX (956)971-6395

Ship To: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Contact: JOSIE ESCALANT
956-383-6221

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
12.00	MONTH	COMMERCIAL ALARM MONITORING SERVICES FOR MISSION CLINIC,. 211 S. BRYFOGLE / 211 N. SHUERBACH RD., MISSION TEXAS CONDITIONS MONITORED: FIRE ALARM	20.00	240.00
		Account No	Encumbrance	
		1-1100-441-00-340-003-0-413	240.00	
			Freight	.00
			Total	240.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Requisition

Req # 00189337

PO #

Date: 02/01/11

Consent #25097 2/8/11

Bill To: x
x

Vendor : 353663

MTM TECHNOLOGIES, INC.
1200 HIGH RIDGE ROAD
STAMFORD CT 06905

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

Contact: EDNA KIRBY
956-292-7010

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		QUOTE 260229-1 RENEWAL DATES: 02/24/2011-02/23/2012 DO NOT DUPLICATE ORDER		
1.00	EACH	MTM 8 X 5 FRONTLINE PHONE SUPPORT FOR OPEN TEXT	1,030.75	1,030.75
1.00	EACH	OPEN TEXT 1 YR STANDARD SUPPORT FOR PRIMARY FAX SERVER RIGHT FAX SUID: 83663-12108-ENT SERV, 15 ADD'L CH, PDF	4,123.00	4,123.00
1.00	EACH	OPEN TEXT 1 YR NEXT DAY ADVANCED REPLACEMENT-RIGHT FAX FAX SERVER SUID: 86723-12108 - TR1034+E16H	1,843.00	1,843.00
		Account No	Encumbrance	
		1-1100-415-00-200-002-0-336	6,996.75	
			Freight	.00
			Total	6,996.75
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

MTM TECHNOLOGIES

15400 Knoll Trail
Suite 501
Dallas, TX 75248

Quote #	Quote Date
260229 - 1	11/23/2010

Submitted By:

Tom DiMatteo, Account Manager
Phone: +1 (512) 750-6497
Fax: +1 (201) 558-7465
Email: tdimatteo@mtm.com

Prepared For:

Eli Gracia
Hidalgo County
100 North Closner
5th Floor
Edinburg, TX 78539

Phone: +1 (956) 292-7010
Email: eli.gracia@co.hidalgo.tx.us

ITEM	DESCRIPTION	QTY	UNIT	EXTENDED
1	MTM 8x5 Frontline Phone Support for Open Text	1	$1,030.75	$1,030.75
2	Open Text 1yr Standard Support for Primary Fax Server - RightFax **SUID: 83663-12108 – Ent Srv, 15 add'l ch, PDF**	1	$4,123.00	$4,123.00
3	Open Text 1yr Next Day Advanced Replacement - RightFax Fax Server **SUID: 86723-12108 – TR1034+E16H**	1	$1,843.00	$1,843.00

Renewal Dates: 02/24/2011-02/23/2012

Contract #DIR-SDD-1585

Total: $6,996.75

Terms of Sale:

- The terms of this Quote are valid for 30 calendar days from the above-referenced Quote Date.
- This Quote is subject to and governed by the MTM Technologies Agreement between the customer referenced herein ("you") and the MTM Technologies entity referenced herein ("MTM"). If you and MTM have not executed an MTM Technologies Agreement, this Quote is subject to and governed by the terms of the Agreement posted at http://www.mtm.com/terms and a copy of which is available upon your request, and you accept the terms of this Quote and the standard MTM Technologies Agreement by (1) signing this Quote, (2) using the relevant Product or Service (or allowing others to do so) or (3) making any payment for the relevant Product or Service, and if you do not agree to the foregoing, you must notify MTM immediately to return the Product and obtain a full refund.

Ship To If Different From Above:

_____

_____

- Payment Terms: 30 days after the date of invoice.
- Freight Terms: F.O.B. MTM's or MTM's supplier's shipping dock, shipped ground unless otherwise requested in writing by you. You will reimburse MTM for transportation charges as specified herein or on MTM's invoice.
- All orders are subject to approval by MTM at its corporate headquarters in Stamford, Connecticut.

Accepted By:

_____ **SIGNATURE**

Hon. Ramon Garcia 2/8/11 **NAME/TITLE**

P.O. #: **Date:**

MTM TECHNOLOGIES

Making Technology Matter

Open Text RightFax Support

MTM Technologies is your first line of support for your Open Text RightFax support needs. The MTM RightFax Support Agreement enables you to call MTM for RightFax support.

- **Overview.** MTM is now part of the **Open Text Authorized Support Partner** program, an invitation-only program that puts MTM as the first and second lines of support for **ALL** MTM customers who own RightFax. Open Text and our customers understand the depth and breadth of MTM's decade of experience implementing, supporting, and training on RightFax solutions. MTM's Remote Support team includes field experienced and certified engineers of the highest caliber.

  While Open Text offers a Direct Support Plan, customers who purchase this plan must call Open Text instead of MTM . The MTM RightFax Support Agreement is an add-on to the Open Text plan, allowing customers to extend support through MTM 8X5 (Mon-Fri)or 24X7 (nights, weekends, and holidays) to ensure your critical systems stay running.

- **Service Components.**
  - One number, one company to call for RightFax support.
  - Level 3 consultant-class support staff with design, installation, and advanced troubleshooting experience.
  - We employ advanced remote access tools featuring secure, encrypted, client-controlled, third party brokered sessions. As a result, we can provide collaborative screen-share troubleshooting sessions that conform to your internal security policy. Incident initiation and tracking is handled through your private account on the my.mtm.com client portal.
  - Ticketed incident tracking and documentation.
  - Toll-free technical support hotline directly into the MTM Support Center.
  - Customized, secure Web portal for access to ticketing system and reporting.

- **Assumptions.**
  - Customer must allow SSL Connections via GoToAssist, GoToMeeting, or customer-provided remote access solution.
  - Customer will provide the necessary resources with administrative rights for firewall, networking, and Citrix to assist with remote support activities, as necessary.
  - Onsite or remote professional services to include patch management, application installation, and server upgrades are not included in this Agreement.
  - MTM will staff a function (the "Remote Support Center") to act as the contact point, via email (support@mtm.com) and telephone (800-981-1112) for Customer's Designated Callers who require assistance in the resolution of problems, concerns, and questions related to the systems specifically selected on the Pricing Schedule, including such systems' underlying operating system software and related utilities (the "Supported Systems"). Calls to the Support Center will be answered in English.
  - Service requests transmitted via email or online systems, during non-business hours shall be considered received by MTM on the next business day.
  - MTM's obligation to provide the Services is dependent on the continued existence of Customer's license(s) to use the Supported System and, if such license(s) are terminated for any reason, MTM's obligation to provide Services for such Supported System component will cease automatically upon such license termination. For some incidents, resolution may be dependent upon Customer upgrading to the latest version of the applicable Supported System software.
  - MTM reserves the right to validate client information and segmentation during the on boarding process. Critical discrepancies may require fee adjustments.
  - At MTM's reasonable request, Customer shall perform problem determination and/or resolution activities, including performing network traces, capturing error messages, collecting configuration information, changing product configurations, installing new versions of software or new components, or modifying processes.
  - Customer is responsible for instituting and maintaining proper security safeguards to protect Customer's systems and data and procedures to reconstruct lost or altered files resulting from system failures.
  - 24x7 Support available at an additional charge.
  - You may choose to also purchase Open Text 24x7 Direct Support if you want MTM to be able to contact Open Text's Development Team on your behalf outside of normal business hours. With MTM's decade of experience with RightFax, it is rare, yet possible, that MTM would need Open Text developers to resolve a software bug. Without the Open Text 24x7 Direct Support Plan, contact to their Development Team would need to occur only during normal business hours.
  - If MTM determines the cause of a particular issue requires onsite professional services, additional hardware, server rebuilds, or LAN/WAN services, these projects will be proposed separately as they are out of scope. If Customer does not perform remediation based on our recommendations, then MTM reserves the right to close the incident until such time as systems become supportable.
  - This Agreement is subject to, and SLAs defined by, MTM Managed Services Terms, which are posted at http://www.mtm.com/managedservicesoperations. Customer must initial below to indicate they have read and accept the MTM Managed Services Terms.
    Initials: _____

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- **Terms and Conditions.** This RightFax Support Agreement is subject to and governed by the MTM Technologies Services Agreement between Customer and MTM, or, if Customer and MTM have not executed a Services Agreement, the terms of MTM's standard Master Agreement, which is posted at http://www.mtm.com/terms and a copy of which is available upon your request (in either case, the "Master Agreement"). This RightFax Support Agreement shall be considered a "Sales Order" for purposes of the Master Agreement. Customer must initial below to indicate they have read and accept the MTM Master Agreement.

  Initials: _____

- **Billing Terms.** MTM's billing terms for Open Text RightFax Support Uplift Agreement are as follows:

Project	Rule
Open Text RightFax Support Uplift	Billed in advance and due and payable within 10 days of receipt of invoice.

- **Initial Term.** Notwithstanding anything in this Agreement to the contrary, the initial term of this Sales Order is defined in the Service Description and Rates section of this document and commences from the Activation Date ("Term"). The Sales Order Term will renew automatically for successive twelve (12) month periods (each a "Renewal Term") unless either party provides written notice to the other party of its intent not to renew at least sixty (60) days prior to the expiration of the Term or the then current Renewal Term. Customer agrees not to unreasonably delay the Activation Date.

Expert support from a recognized national leader in Open Text RightFax infrastructure design, deployment, and consulting.

With remote support from MTM, your IT staff gains access to our certified technologists, creating a virtual network of technical talent at all levels. MTM's remote support team is a virtual extension of your staff, and we help you consolidate myriad support programs under one easily-managed contract that supports both systems and servers.

- **Service Descriptions and Rates.**

Product	SKU	Period	Cost
Open Text Rightfax Support	MTM-SUP-REM	1 Year	$1,030.75
Open Text RightFax 24x7 Uplift	Not Selected		$0.00
		Contract Total	$1,030.75

- **Customer Acceptance.** Please sign below indicating your agreement to the above terms and to indicate acceptance of this RightFax 24x7 Support Uplift Agreement.

Agreement Date	February 25, 2011	**Customer**	Hidalgo County Hon. Ramon Garcia
MTM Opportunity #	260229-1	**Contact Name/Title**	County Judge
MTM Account Manager	Tom DiMatteo	**Customer Signature**	
MTM Fax #	(201)558-7388	**Signature Date**	

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Consent # 25097

Single Patient Agreement

Today's Date: February 1, 2011

Effective Date: 01/08/2011

Patient Name:
Date of Birth:
SSN:
Inmate #:

This Single Patient Agreement ("Agreement") is between DSI Renal, Inc. d/b/a NRI Weslaco ("Provider") with federal TIN 20-2694671 and the Hidalgo County Jail. This Agreement is effective 01/08/2011 and will continue until the release or relocation of from the Hidalgo County Jail.

Provisions of Services:

Pursuant to this agreement, Hidalgo County Jail agrees to pay and Provider agrees to accept the following negotiated terms: $325.00 per hemodialysis treatment, inclusive of all dialysis related medications.

DSI Renal, Inc. and Hidalgo County Jail warrant that the execution of this Agreement has been duly authorized and that the representative executing this Agreement on its behalf is duly authorized to do so.

Hidalgo County Jail

By: _____

Name: Hon. Ramón Garcia

Title: County Judge

2/8/11

DSI Renal, Inc

By: _____

Name: Tony L. Corley

Title: **VP of Business Development**

Please Send Claims To:
Hidalgo County Sheriff's Office
P.O. Box 1228
Edinburg, TX 78539

Virginia Rodriguez

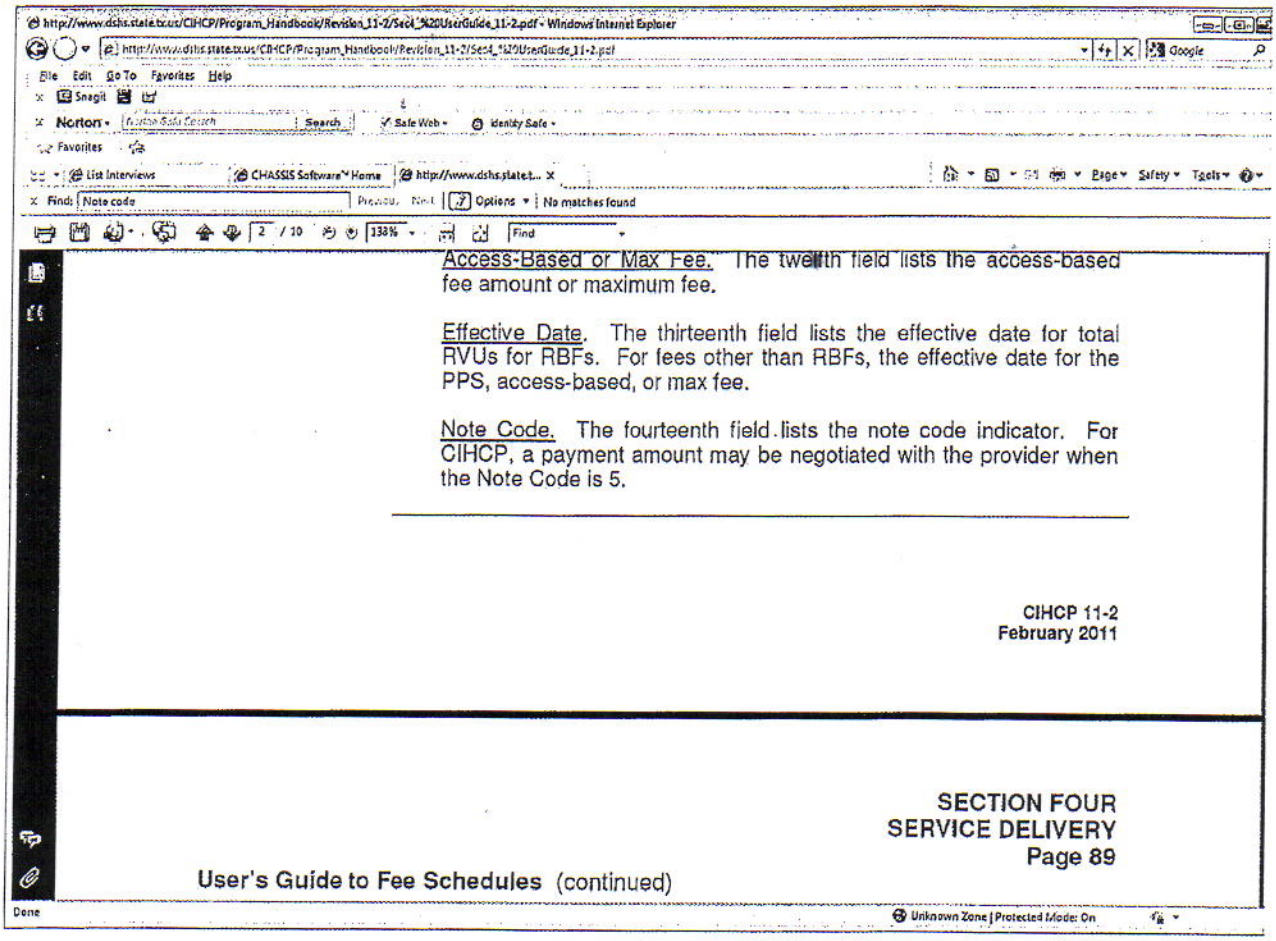
From: Felipe Rodman [FRodman@netsci.net]
Sent: Tuesday, February 01, 2011 11:29 AM
To: Virginia Rodriguez
Subject: CIHCP Updates

Virginia,

You can see the CIHCP changes that went into effect at the link below.

http://www.dshs.state.tx.us/clhcp/default.shtm

Section 4, page 88 has the instructions for negotiated rates for Note Code 5.



Access-Based or Max Fee. The twelfth field lists the access-based fee amount or maximum fee.

Effective Date. The thirteenth field lists the effective date for total RVUs for RBFs. For fees other than RBFs, the effective date for the PPS, access-based, or max fee.

Note Code. The fourteenth field lists the note code indicator. For CIHCP, a payment amount may be negotiated with the provider when the Note Code is 5.

CIHCP 11-2
February 2011

SECTION FOUR
SERVICE DELIVERY
Page 89

User's Guide to Fee Schedules (continued)

Thanks,

Felipe

TOS	TOS Desc	Proc Code	Mod 1	Mod 2	Client Age From	Client Age Through	TMRM Payable	Total RVUs	Conv Factor	PPS Fee	Access Based or Max Fee	Effective Date	Note Codes	
4	Radiology	70010			0	999	$177.57	6.51	27.276			4/1/1992		
4	Radiology	70015			0	999	$91.10	3.34	27.276			4/1/1992		
4	Radiology	70030			0	999	$19.64	0.72	27.276			4/1/1992		
4	Radiology	70100			0	999	$23.18	0.85	27.276			4/1/1992		
4	Radiology	70110			0	999	$29.19	1.07	27.276			4/1/1992		
4	Radiology	70120			0	999	$26.18	0.96	27.276			4/1/1992		
4	Radiology	70130			0	999	$37.37	1.37	27.276			4/1/1992		
4	Radiology	70134			0	999	$36.00	1.32	27.276			4/1/1992		
4	Radiology	70140			0	999	$26.46	0.97	27.276			4/1/1992		
4	Radiology	70150			0	999	$34.10	1.25	27.276			4/1/1992		
4	Radiology	70160			0	999	$22.64	0.83	27.276			4/1/1992		
4	Radiology	70170			0	999	$40.37	1.48	27.276			4/1/1992		
4	Radiology	70190			0	999	$27.28	1	27.276			4/1/1992		
4	Radiology	70200			0	999	$34.91	1.28	27.276			4/1/1992		
4	Radiology	70210			0	999	$25.64	0.94	27.276			4/1/1992		
4	Radiology	70220			0	999	$33.82	1.24	27.276			4/1/1992		
4	Radiology	70240			0	999	$20.46	0.75	27.276			4/1/1992		
4	Radiology	70250			0	999	$28.64	1.05	27.276			4/1/1992		
4	Radiology	70260			0	999	$40.37	1.48	27.276			4/1/1992		
4	Radiology	70300			0	999	$12.00	0.44	27.276			4/1/1992		
4	Radiology	70310			0	999	$18.82	0.69	27.276			4/1/1992		
4	Radiology	70320			0	999	$32.46	1.19	27.276			4/1/1992		
4	Radiology	70328			0	999	$22.37	0.82	27.276			4/1/1992		
4	Radiology	70330			0	999	$34.64	1.27	27.276			4/1/1992		
4	Radiology	70332			0	999	$85.10	3.12	27.276			4/1/1992		
4	Radiology	70336			0	999	$367.41	13.47	27.276			9/30/1992		
4	Radiology	70350			0	999	$17.46	0.64	27.276			5/1/1993		
T	Technical Component	70350			0	999	$10.36	0.38	27.276			5/1/1993		
4	Radiology	70355			0	999	$25.37	0.93	27.276			4/1/1992		
4	Radiology	70360			0	999	$19.64	0.72	27.276			4/1/1992		
4	Radiology	70370			0	999	$51.55	1.89	27.276			4/1/1992		
4	Radiology	70371			0	999	$97.65	3.58	27.276			4/1/1992		
4	Radiology	70373			0	999	$70.92	2.6	27.276			4/1/1992		
4	Radiology	70380			0	999	$27.00	0.99	27.276			4/1/1992		
4	Radiology	70390			0	999	$67.92	2.49	27.276			4/1/1992		
4	Radiology	70450			0	999	$174.57	6.4	27.276			4/1/1992		
4	Radiology	70460			0	999	$213.84	7.84	27.276			4/1/1992		
4	Radiology	70470			0	999	$261.30	9.58	27.276			4/1/1992		
4	Radiology	70480			0	999	$193.39	7.09	27.276			4/1/1992		
4	Radiology	70481			0	999	$224.75	8.24	27.276			4/1/1992		
4	Radiology	70482			0	999	$268.94	9.86	27.276			4/1/1992		
4	Radiology	70486			0	999	$187.11	6.86	27.276			4/1/1992		
4	Radiology	70487			0	999	$221.21	8.11	27.276			4/1/1992		
4	Radiology	70488			0	999	$267.85	9.82	27.276			4/1/1992		
4	Radiology	70490			0	999	$193.39	7.09	27.276			4/1/1992		
4	Radiology	70491			0	999	$224.75	8.24	27.276			4/1/1992		
4	Radiology	70492			0	999	$268.94	9.86	27.276			4/1/1992		
4	Radiology	70496			0	999	$272.76	10	27.276			4/1/2001		
4	Radiology	70498			0	999	$272.76	10	27.276			4/1/2001		
4	Radiology	70540			0	999	$390.59	14.32	27.276			9/30/1992		
4	Radiology	70542			0	999	$418.96	15.36	27.276			4/1/2001		
4	Radiology	70543			0	999	$753.09	27.61	27.276			4/1/2001		

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